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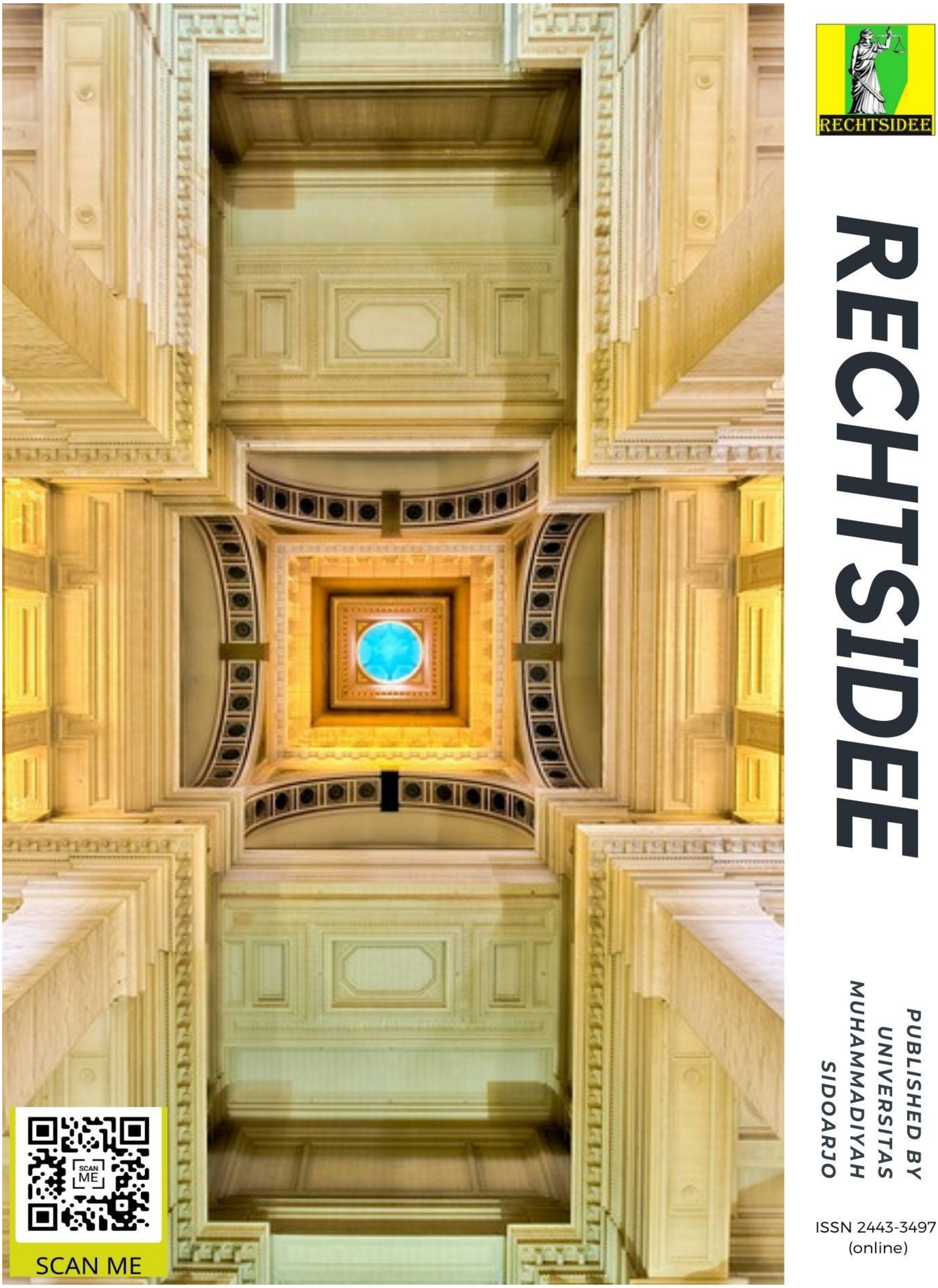

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Refunding Passenger Service Charges on No-Show Airline Tickets in Indonesia, Malaysia, and France: Pengembalian Biaya Layanan Penumpang untuk Tiket Pesawat yang Tidak Digunakan di Indonesia, Malaysia, dan Prancis

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Abstract

General Background: Airfare transactions combine legally different price components, including the base fare and Passenger Service Charge (PSC), creating legal consequences when a flight is not used. **Specific Background:** Indonesia recognizes PSC/PJP2U as separate from the base fare within the ordinary ticket-refund framework, while Malaysia and France use more specific rules for mandatory or boarding-dependent charges when transport is not provided. **Knowledge Gap:** Indonesian law does not provide clear operational rules for no-show PSC claims, including the triggering event, responsible party, deadline, processing fee, payment method, and price transparency. **Aims:** This study comparatively examines Indonesia, Malaysia, and France and formulates a regulatory model for no-show PSC refunds in Indonesia using statutory, conceptual, and comparative legal approaches. **Results:** Malaysia requires refunds of specified mandatory charges when carriage is not rendered, including for non-refundable fares, with a five-percent fee ceiling, a 30-day deadline, and repayment through the original payment method. France requires reimbursement of specified boarding-dependent taxes and charges, with a 30-day deadline and fee-free online claims. Indonesia provides a legal basis for PSC separation but lacks a self-standing no-show mechanism. **Novelty:** The study develops an eight-element comparative matrix covering the refundable object, triggering event, non-refundable ticket treatment, responsible party, deadline, processing fee, payment method, and price transparency. **Implications:** The proposed model supports itemized pricing, objective non-boarding triggers, digital claims, defined deadlines, capped fees, original-method repayment, and clearer enforcement for Indonesian aviation consumer protection

Highlights:

- Indonesia lacks operational guidance for no-show PSC claims despite separating PJP2U from base fares.
- Malaysia mandates return of specified statutory costs after non-carriage with a five-percent fee ceiling and 30-day processing.
- France links reimbursement of boarding-dependent levies to objective boarding status and free online requests.

Keywords: Passenger Service Charge, No-Show, Comparative Law, Consumer Protection, Aviation Law.

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Introduction

Air transport puts passengers under a legal relationship that includes the contract of carriage, airport-service, and consumer-protection regimes. A single ticket transaction may comprise several price components which can differ in function and benefit. The base fare is the consideration for the air carriage. The Passenger Service Charge (PSC), in Indonesian regulation Pelayanan Jasa Penumpang Pesawat Udara (PJP2U) is a fee charged for passenger services rendered at an airport. Although the integration of PSC into the ticket price may simplify the payment, it does not lead to the conclusion that PSC is part of the carrier's base fare.

This is relevant when passengers pay for flights but choose not to attend. One of the rules of the airline conditions of carriage is that when a passenger chooses not to attend the flight, they forfeit their right to a refund. That rule can be imposed when a passenger is a no-show. However, whether or not the airline can keep the PSC is a different question. When a passenger is charged a service fee or a mandatory charge, some legal arguments can be made that the airline does not have the right to keep that charge when the passenger did not incur that charge. Passengers are charged an all-inclusive price when buying a ticket, but broad general statements can let the airline sell tickets that are non-refundable. Behind that non-refundability is the payment for an obligation-free service that the airline has no obligation to provide.

articles 4(c), 7, and 18 of law no. 8 of 1999 on Consumer Protection of the Republic of Indonesia, on the right to have information that is complete, correct, and honest and the business actor's obligation of good faith and the control of standard-form clauses, do not make provisions that are non-refundable invalid. The main point is the extent of the provision. A limit to a base fare should not control a provision that is of a different nature from the base fare. Studies on airline websites, revenue-management pricing, and booking behaviors indicate that price differentiation and complex fare conditions may adversely affect travelers' ability to make informed decisions about their air travel [1]-[3]. In this regard, a no-show provides advance notice of the legal consequences of a no-show, and a provision for a refund would protect travelers. A no-show provides advance notice of the legal consequences of a no-show, and a provision for a refund protects travelers.

Past studies on Indonesian aviation have focused on delays, cancellations, liability, general refunds, and the implementation of regulations. Ridiyan, Tyestas, and Lumbanraja pointed out shortcomings in the protection of passengers with delayed flights. In another study, Diono, Badriyah, and Prasetyo discussed the liability of carriers for the carriage of passengers and baggage. Finally, Disyon and Bhaskara discussed the refund process for flights canceled by the airlines. Ozali, Fadli, and Saribanon, discussed the change to Garuda Indonesia's refund process. Sitompul also argued that a flight cancellation is a breach of contract of the carrier. General studies also requested more systematic and clear aviation standards for consumers in Indonesia and similar countries [9]-[12]. Although these studies are necessary, they do not compare the level of PSC for no-show tickets with respect to the operational processes of Malaysia and France.

According to the ICAO Core Principles on Consumer Protection at the international level, before a purchase, passengers should have the ability to access the final, total price with fare, tax, charges, surcharges, fees and an explanation of the conditions attaching to the fare [13]. These principles are non-binding, which means that PSC should not be refunded in all instances of a no-show. However, they constitute a reference: passengers should recognize each cost component and law the consequences if carriage remains unused.

Malaysia and France were both included because they have unique solutions to the same functional issue. Malaysia separates non-provision of transport service charges from fare conditions in the Aviation Consumer Protection Code, and provides refunds in certain cases. In France, the refund obligation is established in the Consumer Code and is applicable only to certain taxes and charges that are effective on boarding. In both countries, the law ensures that treatment of charges that do not occur is separate and distinct from treatment of the fare. In Malaysia, legal scholarship focuses on the MACPC's consumer protection role in aviation. Meanwhile, European studies point to the importance of establishing clear entitlements along with adequate enforcement and workable refunds and remedial mechanisms in ensuring the rights of air passengers [14]-[18].

This study examines two questions in this context. First, how do Malaysia, Indonesia, and France deal with the refund of Passenger Service Charge (PSC) or similar levies on unused air tickets? Second, which of the regulatory elements would be the most appropriate for Indonesia to govern no-show ticket refunds so that there is certainty in the law and effective protection for consumers? The main contribution of this study is an eight-element comparative matrix that looks at the refundable entity, the event that triggers the refund, the treatment of non-refundable tickets, the claimant and the party responsible, time limit, the processing fee, the refund method, and the price. The purpose of the matrix is to propose a specific regulatory model for refunds associated with no-show PSC in Indonesia.

Method

This study relies on normative legal research, which means it identifies, interprets, categorizes, and assesses the legal norms and doctrines (19). It contemplates statutory, conceptual, and comparative approaches. In the statutory approach, this study analyzes the Indonesian Consumer Protection Law, the Aviation Law and the current status of its amendments, the Minister of Transportation Regulation No. PM 30 of 2021, the Malaysian Aviation Consumer Protection (Amendment) Code 2024, and Article L.224-66 of the French Code de la Consommation. As for the conceptual approach, this study differentiates base fares, PSC, mandatory charges, and no-show status, as well as the presence of non-refundable conditions.

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The comparative approach is useful in analyzing rules that deal with the same socio-legal problem, even if their terminology, institutional and formal legal settings may differ. The comparative law methodology embraces a systematic approach based on function and context while avoiding a mechanical transplant or comparison that is detached from the legal systems being analyzed [20], [21]. Therefore, from the consumer protection perspective and in relation to the Indonesian aviation law context, the Malaysian and French rules are assessed.

Primary and secondary legal materials compose the research materials. Primary legal materials consist of legislation, official gazettes, regulatory databases, and publications of competent authorities. Secondary legal materials consist of legal-research texts and peer-reviewed studies on passenger protection and refunds. The materials were analyzed through an inventory of relevant norms, systematic interpretation, an eight-element comparative matrix, and prescriptive legal formulation.

Legal materials were identified using various combinations of the following terms: "Passenger Service Charge," "PJP2U," "no-show," "ticket refund," "mandatory charges," "carriage not rendered," "effective boarding," and "taxes and charges," along with the Indonesian and French terms of equivalence: "Pelayanan Jasa Penumpang Pesawat Udara," "pengembalian tiket," "remboursement," "taxes et redevances," and "embarquement effectif." Legal materials attributable to legislatures, regulators, courts, or other competent authorities and that were effective on the cutoff date were included if the materials were assumed to be relevant. The materials should have some connection or relate to the protection of consumer interests for air travel or the elements connected to reimbursement. Materials that have been superseded, unauthorized summaries of materials lacking primary sources, and materials that did not pertain to unexpired or no-show tickets were not included.

Indonesian materials were assessed in Indonesian, while Malaysian materials were assessed in the official English texts. One Article L.224-66 was assessed in the original French text published by Légifrance; each English version in the text are translations by the author and are rendered as the author's translations and should not be treated as official translations. Legal force was determined by verifying the status of the documents, evaluation of amendments and cancellations, and commencement metadata found in the JDIH Kementerian Perhubungan and BPK databases, the latest published Malaysian Code and CAAM's publications, and the consolidated Légifrance document. The latest verified versions were checked again on July 30, 2026.

Result and Discussion

A. Legal Character of PSC and the Limits of a No-Show Clause

Legally, there are different categories for ticket prices. One category is 'base fare.' This category is incorporated in the airline ticket contract or agreement. A base fare price is how the airline charges a passenger for the right to use the available seat. Passenger service charges (PSCs) are a completely different category and are the fees charged at an airport for the use of airport passenger services. PSCs are collected by the airline, travel agent, or platforms to facilitate payment. Changing the payment mechanism does not change the PSCs' beneficiary, reason or purpose, or the PSCs' terms and conditions. This legal distinction in an airfare determines the economic consequence if a passenger does not show up for the flight.

A no-show occurs when a passenger misses a scheduled flight without prior cancellation. A passenger can avoid using every step of the airport process. A passenger can choose to not show up. A passenger can choose to do an online check-in from home. A passenger can choose to complete the airport process but decide not to board the airplane. Because of these variations, there is a need to find an objective legal trigger. If the term no-show is defined as a “forfeited ticket,” the individual elements of the ticket price forfeit will not have any legal meaning. If it is defined as “unused facilities,” it could become very difficult to prove that without any operational standards.

The comparison outlines two clearly identifiable methods. For Malaysia, the focus is on if air transport service was provided. In France, the focus is on effective boarding. Both methods describe a more verifiable process than looking for evidence of passenger fault in general. For Indonesia, no boarding would result in the presumption that PSC is refundable. If the regulator decides that a particular part of the airport service was consumed before boarding, provisions should exist to make the necessary adjustments. The adjustments should be specific, proportionate, auditable, and not left to the discretion of an airline.

There are two clear methods displayed in the comparison. For Malaysia, the question is whether or not air transport service was offered. For France, the question is about effective boarding. Both methods refer to a more definable process than more general cases of searching for passenger fault. For Indonesia, cessation of boarding would mean that PSC is refundable. If the regulator rules that a certain element of airport service was utilized prior to boarding, adjustment mechanisms should be put in place to make the adjustments. The adjustments must be specific and appropriate and should not be left to the discretion of an airline.

B. PSC Refunds in Indonesia

Indonesia's policy of combining PSC payments with airline tickets originated with Director General of Civil Aviation Regulation No. KP 12 of 2015 and was further amended with Regulation No. KP 59 of 2015. From an administrative standpoint, the passenger is required to make the payment only once, after which the PSC amount is matched by the airport operator. legally, the policy shows that PSC is recognized as a separate entity. Applying a consolidated payment method will not permit a recharacterization of PSC as an airfare payment.

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Minister of Transportation Regulation No. PM 30 of 2021 on Minimum Service Standards for Air Transport Passengers continues to apply. For what it says on ticket refunds, the regulation specifies that the base fare is refunded as a percentage. For both PJP2U and the mandatory air-transport contribution, the refund regulation treats them as components of the ticket that are returned. The regulation, therefore, acknowledges that PSC should not be subject to a fare reduction of the same amount as the base fare.

The connection to the regular ticket refund process is where PSC entitlements are weakest. The current process is designed to refund an air carriage when the passenger cancels the booking. It isn't specific about whether someone who cancels at the last minute, no-shows, or has a non-refundable ticket is eligible to claim a PSC entitlement. It also does not describe the event that would result in a no-show PSC refund being granted, the time within which the refund must be processed, the limit on an administrative fee, the method of payment, or who is liable for refunds, the airlines, travel agents, online booking sites, and airport service providers.

This case is more of a legal operational gap than a true gap. If a consumer chose to file a claim based on PM 30/2021 and the Consumer Protection Law, the success of that claim may hinge on the carrier or sales channel. The law should provide sufficient legal certainty and predictability to both consumers and businesses. This requires that the law should state what consumers and businesses can expect regarding their entitlements, procedures, responsible parties, and estimated time of fulfillment. Articles 4(c), 7, and 18 of the Consumer Protection Law provide additional obligations to disclose the components of a price and their refundability. With regard to legal and economic effects, a standard term should be evaluated. The move of the "ticket forfeiture" to the PSC from its regulatory autonomous status likely represents the unjustified transfer of a regulated obligation and the risk of loss. However, in the case of a base fare with a restriction that is clearly a commercial risk, it may be considered a reasonable commercial risk. Therefore, Indonesia has the opportunity to improve its consumer protection without having to formulate a new legal interest. This can be accomplished by sectoral legal design based on an existing legal framework.

Careful consideration must be given to the regulatory status of the related laws. Law No. 1 of 2009 on Aviation has been modified by the Job Creation legislation and partially repealed by Law No. 21 of 2025 on Airspace Management. The partial repeal focuses on some aspects of airspace and does not resolve the PSC problem addressed in this research. It does, however, indicate that whatever reform proposal will have to rely on the current unified statutory framework rather than refer to the 2009 legislation as if it had never been modified.

C. PSC Refunds in Malaysia

Malaysia has its consumer protection agency MACPC which focuses on aviation. The 2024 amendments came into force on September 1, 2024, except for a provision that will come into force at a later date, and also added paragraphs 15A and 15B. After the reorganization on August 1, 2025 the Civil Aviation Authority of Malaysia (CAAM) took over the regulatory functions of MAVCOM [22]. As of now, CAAM's publications, list the 2016 Code together with the 2019 and 2024 amendments.

Paragraph 15A adds two levels of refundability. Under Paragraph 15A(1), a refund of base fare and optional services is subject to the terms and conditions of the ticket. In contrast, Paragraph 15A(2) indicates that a refund of the fuel surcharge, government taxes and fees, and charges that are mandated by written law and other charges that have been determined by a regulator, shall be provided to the contracting airline when the air transport service did not provide the transportation to the consumer. CAAM states that mandatory charges are fuel surcharges (PSC) and that a passenger holding a non-refundable ticket may be entitled to claim the airport or government charges [23].

"Carriage was not rendered" means that we need to look at the service instead of the ticket. People often think that if they don't use a specific service, they won't have to pay. That's not true for mandatory service charges. The burden of proof for the consumer is very low. They do not have to prove that they didn't use any of the services at the airport. The regulation kicks in when the service was not provided, based on the definition in the Code.

Procedural certainty is the foundation of substantive certainty. The airline may not charge a processing fee above five percent of the refundable mandatory charges. Refunds must be made within thirty days of the claim, and, per paragraph 15B, must be made in the same form as the original payment by the consumer. Regarding refunds from a ticket purchased through a travel agent or booking portal, the contracting airline must, in accordance with the inter-business arrangements, make the refund to the travel agent or booking portal within thirty days. The combination of object, trigger, fee ceiling, deadline, and payment method leaves very little discretion.

The Malaysian model is applicable to Indonesia as both countries use PSC, and both have airline sectors with ticket purchases made through both carriers and digital intermediaries. The component of the Malaysian model that is the most applicable is not the full list of mandatory charges from Malaysia, but rather its model of regulations: it distinguishes factorsthat fall under fare conditions from those that are refundable and supports the distinction with implementation rules that can be measured.

D. Functionally Equivalent Refunds in France

The Code de la Consommation of France determines the refund of certain aviation taxes and charges. As per Article L.224-66, the air carriers and travel agents selling the air tickets, are required to refund the taxes and charges which are

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shown in the ticket price and are payable at the time the boarding of the passenger is completed, provided the ticket has expired and did not result in the passenger's transport. The provision links the refund to the event when the charge becomes payable.

Les compagnies aériennes et celles agissant en tant qu'agents de marketing pour les billets de transport aérien doivent rembourser les taxes et redevances affichées sur le billet vendu (présentes sur le billet au moment de l'embarquement du passager) lorsque ce billet devient nul et n'a pas été utilisé pour le voyage. Cela doit être effectué dans un délai de 30 jours à compter de la demande. Cette demande peut être faite par tout moyen, y compris, mais sans s'y limiter, par des méthodes en ligne. Ce remboursement ne peut entraîner des frais dépassant 20 % du montant du remboursement. Ce service est entièrement gratuit lorsqu'il est demandé en ligne. Les conditions générales de vente ou de transport précisent la procédure pour ce remboursement.

This study analyzes the authentic French version directly. The previous English description and other English formulations of the provision are the author's translations. Service-Public is only used in this study as explanatory guidance concerning the practical claim procedure [25].

The French model maintains that not the entire ticket price should be refunded. The fare may remain non-refundable with other charges that are tax and boarding dependent. It means that the boarding dependent taxes and charges are legally separated from the fare. An official document by Service-Public states that a passenger who misses a flight or cancels it has the right to request the refund of boarding dependent taxes and the passenger charge that is mentioned on the ticket [25]. The illustration states that when the right is explained to passengers, the terminology and codes of tickets must be up to date and clear.

The request is made to the airline or travel agency ticket seller. Payment must be made within 30 days of the request. An online refund request must not be subject to any charge. For other requests, there may be a processing fee which must not exceed 20 percent of the refund amount. In the contract of sale or of carriage, provisions must indicate the opportunity to request a refund and the procedure to be followed. Thus, entitlement, access, and disclosure are all part of the integrated model.

In the case of Indonesia, the key feature of the French model is the relationship between price transparency and enforceability. French law, Article L.224-66, mentions specific taxes and charges that are personalized by being included in the price. This means that when a right is implemented through component separation, this is not only providing additional information to the consumer. It is an integral part of the right's architecture. If PSC is included in a single, total price, Indonesian consumers will be unable to compute a claim, and the controlling authority will be unable to verify if the claim is being satisfied.

France's financial structure and institutional design will not allow us to fully replicate it. In Indonesia, the PSC is a charge for an airport service, whereas in France, the provision refers to specified taxes and charges. Functionally, however, they are the same for this study. It is essential to remove a payment linked to a particular event; it should not be retained if the event that makes it payable does not occur.

E. Comparative Matrix and Evaluation

Three types of regulatory uncertainty are identified in this comparison. Indonesia recognizes PSCs as components of the ticket refund framework. However, it does not fully integrate this entitlement with no-show cases. Malaysia requirements include refunds for specified mandatory charges in case of non-carriage and provide detailed refund procedures. France links refundability to successful boarding, even requiring travel pricing to be itemized and offering claimability. Table 1 applies the eight operational elements.

Table 1. Comparison of PSC or Functionally Equivalent Refunds

Element	Indonesia	Malaysia	France
Principal legal basis	PM 30/2021 and the Consumer Protection Law	MACPC 2024, paras. 15A-15B	Code de la consommation, Art. L.224-66
Refundable component	PJP2U/PSC within the ordinary ticket-refund process	Fuel surcharge; government taxes and fees; statutory charges; other determined charges, including PSC	Itemized taxes and charges whose liability arises from effective boarding
Triggering event	Ticket-refund process; no specific no-show trigger	Carriage on the air transport service was not rendered	No effective boarding; ticket is no longer valid and did not result in transport
Treatment of non-refundable tickets	Independent status of no-show PSC remains unclear	Specified mandatory charges remain refundable	Relevant taxes and charges remain refundable
Claimant and responsible party	No dedicated one-door rule for no-show PSC	Consumer submits the claim; the contracting airline remits the refund, including through an agent or portal	Request submitted to the ticket seller, whether the airline or travel agency
Refund deadline	No specific deadline for no-show PSC	30 days from the refund claim	30 days from receipt of the request
Processing fee	No specific ceiling	Up to 5% of refundable mandatory charges	Free online; otherwise up to 20%
Payment method	No specific rule	Original payment method	Not specified in Art. L.224-66
Price transparency	General information rights apply; PSC itemization should be strengthened	All-inclusive fare components must be disclosed	Refundable items and the claim procedure must be disclosed

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The three systems describe an airline ticket as having multiple charges to which different laws apply. They vary in the specific regulations employed. Indonesia lays a foundation to apply PSC in the usual ticket refund procedure; however, it lacks a self-standing no-show rule. Malaysia and France separate certain charges from the base fare through specific events which can be objectively verified.

From a consumer-protection perspective, Malaysia provides the most complete certainty regarding payment method and a low processing-fee ceiling. France provides stronger Digital access, as online requests must be free and the conditions of sale must stipulate the right to a refund. Both systems provide a 30-day deadline. While reforming Indonesia must be done carefully considering the institutional and regulatory structure, these components should be helpful through the reform process.

F. Proposed Regulatory Model for Indonesia

The comparative analysis suggests that PSC cannot be treated the same as base fare. However, it also suggests that PSC cannot be ignored as an airport service charge. The rule can be included in the ministerial regulation on passenger service standards or established in a separate sectoral rule, as long as it applies to airlines, airport operators, travel agents, and sales platforms. The main provision of the rule should indicate that PSC must be refundable if a ticket does not result in transport, regardless of whether the base fare is refundable.

The refundable object should be clearly stated. Regulations must distinguish between PSC/PJP2U and non-refundable charges (base fares, taxes, mandatory and optional service contributions). Each charge should be identified and listed prior to the booking, on the e-Ticket, and on the receipt. The reconciliation of the reports between the airline and the airport operator should also identify each charge. This would implement the principle of transparency in ICAO [13] and the rights of passengers as guaranteed by the Consumer Protection Act.

Second, the triggering event needs to be objective. The easiest way to do this is to consider whether a passenger was carried or if a passenger was boarded. In the absence of being carried or boarded, a refund should be allowed. If a regulator deems that airport services consumed prior to boarding should allow for a charge, the category of service, legal justification, and method of calculation should be defined. An airline should not be allowed to determine this reduction on their own through the terms of the fare.

In the third place, the process of filing a claim need to be straightforward and should not necessitate the coordination of many companies by the customer. It is recommended that a request be sent to the entity that was the recipient of the payment, which might be an airline, a travel agency, or a platform. This entity should then carry out any required cooperation with the airport operator. It should be possible to make a request via the booking history in a single step through a digital sales channel. Once the flight has concluded, the system should send a notification to an unboarded passenger informing them that certain costs may be claimed. It is possible that the entitlement will continue to be dependent on claims; nonetheless, access to it should not be avoided.

The deadline and payment method should be clear. A 30-day period used in Malaysia and France is fair as it allows consumers time to reconcile without delay. Refunds should be returned how the payment was made, unless the consumer provides alternative instructions. Vouchers or travel credits are unfair offerings. They essentially require the consumer to make another purchase.

Fifth, processing fees ought to be comparable. For digital requests, France's model of no fees is applicable as the extra costs for the administrative work will be small, and the guideline will promote automation. For the other type of requests, Malaysia's five percent cap provides way better customer protection than France's 20 percent cap, and is more adequate for Indonesia. Fees should never eat into the refund or be charged by the airline and intermediary.

Effective supervision and legal consequences are also necessary. Businesses should be required to report to the PSC when collected, applied, refunded, or if they have remained unclaimed. The regulator should establish a unified complaints channel and should be allowed to impose administrative sanctions for unwarranted refusal, excessive delays, inadequate price disclosure, and/or the mandatory use of vouchers. A governance rule is also necessary to ensure that unclaimed funds do not revert to the collecting business. How Malaysia manages unclaimed money in paragraph 21A of the amended Code demonstrates that the regulation of refunds should include this residual category.

Seventh, burdens of proof should be eased. Data about booking, checking-in, and boarding is controlled by airlines and airport systems. Consumers shouldn't have to prove something that is primarily recorded in the business's control system. When the data show that boarding didn't happen, the business should have to prove the fact and the law concerning its refusal.

These elements form a prescriptive yet implementable model when combined. Malaysia illustrates component separation and procedural certainty. France illustrates the relationship between the triggering event, distinct prices, and the right to make a claim. Indonesia can combine these and others and apply them to the legal status of PSC (airport-service charge) as well as the relationships among the airlines, the ticket sellers, and the airport operators.

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G. Standard Clauses, Responsibility, and Phased Implementation

PSC regulations must be in conjunction with the terms contained in a standard ticket. In the course of online dealings, the consumer normally takes whatever terms the business offers. Application of such terms should not be deemed to impede the freedom of contract. During the drafting of business terms and conditions, the business attempts to define the meaning of "non-refundable" in a way that is not clear. At the least, ticket terms should distinguish the base fare from the fare conditions, optional services of which the refundability is dependent upon usage, and finally mandatory or airport services fees within the purview of the government. The term "the entire ticket is forfeited" does not supply reasonable level of component detail.

This separation will help understand Article 18 of the Consumer Protection Law. Here, the analysis is on the economic and legal effects of the clause. If a PSC clause prohibits a refund even though the charge is not legally triggered, there would be an asymmetrical risk transfer and an obligation is removed. On the other hand, a base fare that shows a clear limitation can be a valid risk allocation. Thus, separating components gives more precise assessment than a total rejection or a total acceptance of the non-refundable clause.

Where a consumer comes into contact with an airline is where an airline should have responsibility. Consumers should not be bounced among an airline, agent, a platform, and an airport operator. The party who takes payment and produces the transaction record should act as the gateway for the claim. Internally, airlines and airport operators can reconcile payments by using their contractual arrangements and boarding data. This one-door approach is aligned with France's designation of the ticket seller and Malaysia's framework of and designation for travel agent refunds through travel portals.

Regulations should be proportional to the operations of the industry. To offer a PSC refund should not require an expensive manual process. Automatic identification of unused tickets would be a possibility through the integration of data booking, payment, and boarding. Compliance costs could be reduced through the use of common interfaces and standardized reporting. To protect against negative impact, a deadline of 30 days should be provided. However, to offer a digital claim for a refund which would incur no fee and promote a positive impact on the system, a fee should be charged.

PSCs and refunds should be supplied itemized by sales channels in the first phase of implementation. Refund standardization should be done in the second phase along with the setting of deadlines and payment methods for digital claims. The third phase should focus on combining the supervision and report generation systems for unclaimed funds. During system integration, a phased approach can be adopted such that the integration is done on airlines followed by agents thenAirport operators and platforms. This should not be done at the expense of acknowledging the substantive right.

Data-based supervision provides performance indicators like timely completion of claims, refund values, refusal rates and rationale, and recurring complaints. Data published in aggregate would allow the regulator to assess the effectivity of the service. Publication of aggregate data would also improve competition of service quality. Determining fairness of the presumption based on the absence of boarding will be a periodic evaluation. Developing airport-service processes needs to be considered as well.

Conclusion

This study answers the first concern regarding the recognition by Indonesia, Malaysia, and France, that an airfare comprises legally different components. Yet, the three countries do not take the same approach to the reimbursement of PSC or comparable fees. While Indonesia separates PJP2U/PSC from the base fare in its normal refund policy in PM 30/2021, there is no operational guidance for the ‘no-show ticket’ situation. Malaysia requires the reimbursement of all mandatory charges (PSC included) should transportation not be rendered, irrespective of the airfare’s non-refundable nature, with the reimbursement not to exceed a five percent processing fee, to be effected within thirty days of the original scheduling, and payment to be made by the same means as the original purchase. For France, taxes and fees are refundable if passengers are allowed onto the plane and a claim is made online. We recommend a similar solution for Indonesia. Indonesia should implement changes to PSC (prices should be visible, a digital claim should be available, a claim should not have a fee, a claim should be made within 30 days, and the original payment method should be used to refund the money). Reporting and claim processing should also be automatic. If a claim is made in a non-digital format, an administrative fee should be charged and the fee should be limited to 5%. The study should be supported by a legal distinction made between airport service fees and base fares, and a Functional Comparative Matrix (with 8 components). The matrix is a proposed working tool for regulators and service providers in the aviation sector. We encourage the implementation of other ongoing researches to analyze the costs and the readiness of stakeholders in a specific market to address the passenger experience, the reimbursement records of airlines and intermediaries, and the costs of implementation. The model should be assessed using regulatory impact and systems pilot studies as well as comparison to other jurisdictions of automated refund systems.

References

1. A. M. Torres, C. Barry, and M. Hogan, “Opaque web practices among low-cost carriers,” Journal of Air Transport Management, vol. 15, no. 6, pp. 299–307, 2009, doi: 10.1016/j.jairtraman.2009.02.003.
2. S. Aslani, M. Modarres, and S. Sibdari, “On the fairness of airlines' ticket pricing as a result of revenue management techniques,” Journal of Air Transport Management, vol. 40, pp. 56–64, 2014, doi: 10.1016/j.jairtraman.2014.05.004.
3. S. Meire and B. Derudder, “Pirating the skies? A review of airline booking ploys,” Research in Transportation Business & Management, vol. 43, Art. no. 100721, 2022, doi: 10.1016/j.rtbm.2021.100721.

Vol. 14 No. 2 (2026): December
DOI: 10.21070/jihr.v14i2.1168

4. W. Ridiyan, L. Tyestas ALW, and A. D. Lumbanraja, “Perlindungan hukum bagi pengguna jasa penerbangan atas keterlambatan angkutan penerbangan,” Notarius, vol. 13, no. 1, pp. 277–287, 2020, doi: 10.14710/nts.v13i1.30397.
5. D. W. Diono, S. M. Badriyah, and M. H. Prasetyo, “Tinjauan hukum terhadap perusahaan pengangkutan udara Wings Air dalam pengangkutan penumpang dan bagasi,” Notarius, vol. 14, no. 2, pp. 758–771, 2021, doi: 10.14710/nts.v14i2.43746.
6. H. Disyon and K. Bhaskara, “Refund policy due to flight cancellations caused by the COVID-19 pandemic: Consumer protection law's perspective,” Law Review, vol. 22, no. 2, pp. 205–224, 2022, doi: 10.19166/lr.v0i2.5926.
7. I. Ozali, M. Fadli, and E. Saribanon, “Analisis perubahan sistem refund tiket pesawat terhadap minat beli pelanggan maskapai Garuda Indonesia,” Jurnal Sosial dan Teknologi, vol. 2, no. 8, pp. 705–710, 2022, doi: 10.59188/jurnalsostech.v2i8.395.
8. R. A. G. Sitompul, “Flight cancellations: Infringement of the carriage agreement between airlines and passengers,” Prophetic Law Review, vol. 6, no. 1, pp. 24–46, 2024, doi: 10.20885/PLR.vol6.iss1.art2.
9. H. A. Hedar, “The Indonesian government's policies to improve air travel consumer protection,” Asian Journal of Social and Humanities, vol. 2, no. 3, pp. 1802–1811, 2023, doi: 10.59888/ajosh.v2i03.198.
10. A. P. Prabandari and R. R. M. Manitra, “Need of a global aviation standard compliance? Air passenger rights in Indonesia and Madagascar,” Jurnal Hukum Ius Quia Iustum, vol. 32, no. 1, pp. 207–238, 2025, doi: 10.20885/iustum.vol32.iss1.art9.
11. A. Yahanan, Febrian, and R. A. Rahim, “The protection of consumer rights for aviation safety and security in Indonesia and Malaysia,” Sriwijaya Law Review, vol. 1, no. 1, pp. 27–43, 2017, doi: 10.28946/slrev.Vol1.Iss1.7.pp027-043.
12. W. Yaurwarin and D. J. Siwabessy, “Perlindungan hukum terhadap pengguna jasa angkutan udara akibat keterlambatan penerbangan,” Public Policy: Jurnal Aplikasi Kebijakan Publik dan Bisnis, vol. 4, no. 2, pp. 313–329, 2023, doi: 10.51135/PublicPolicy.v4.i2.p13-29.
13. International Civil Aviation Organization, “ICAO Core Principles on Consumer Protection,” 2015. [Online]. Available: https://www.icao.int/sites/default/files/sp-files/sustainability/Documents/ConsumerProtection/CorePrinciples/ICAO-CorePrinciples_EN.pdf. [Accessed: Jul. 30, 2026].
14. N. M. Khalid, E. Abu Bakar, N. Sulaiman, and M. F. Sabri, “Consumer protection in the aviation industry in Malaysia,” Jurnal Pengguna Malaysia, vol. 28, pp. 92–105, 2017. [Online]. Available: https://jpmjurnal.com/jpm/article/view/149.
15. D. Defossez, “Proposed revisions of Regulation 261/2004: Endangering passengers' rights and going against the international trend?” Journal of Air Transport Management, vol. 91, Art. no. 102008, 2021, doi: 10.1016/j.jairtraman.2020.102008.
16. H. Gnutzmann and P. Spiewanowski, “Can consumer rights improve on-time performance? Evidence from European air passenger rights,” Transport Policy, vol. 136, pp. 155–168, 2023, doi: 10.1016/j.tranpol.2023.03.017.
17. M. Kucko, “The right to double compensation where the re-routed flight suffers a long delay—upholding high standards of EU consumer protection,” Maastricht Journal of European and Comparative Law, vol. 28, no. 1, pp. 143–152, 2021, doi: 10.1177/1023263X20984635.
18. E. Piovesani, “The response to the impact of the COVID-19 pandemic on contracts for the carriage of passengers by air and package travel in the German and Italian law systems,” ELTE Law Journal, no. 2, pp. 49–68, 2021, doi: 10.54148/ELTELJ.2021.2.49.
19. T. Hutchinson and N. Duncan, “Defining and describing what we do: Doctrinal legal research,” Deakin Law Review, vol. 17, no. 1, pp. 83–119, 2012, doi: 10.21153/dlr2012vol17no1art70.
20. M. Van Hoecke, “Methodology of comparative legal research,” Law and Method, pp. 1–35, 2015, doi: 10.5553/REM/.000010.
21. R. Lukito, “‘Compare but not to compare’: Kajian perbandingan hukum di Indonesia,” Undang: Jurnal Hukum, vol. 5, no. 2, pp. 257–291, 2022, doi: 10.22437/ujh.5.2.257-291.
22. Civil Aviation Authority of Malaysia, “MAVCOM's regulatory functions to be continued by CAAM from 1 August 2025,” Jul. 21, 2025. [Online]. Available: https://www.caam.gov.my/newsroom/mavcoms-regulatory-functions-to-be-continued-by-caam-from-1-august-2025/. [Accessed: Jul. 30, 2026].
23. Civil Aviation Authority of Malaysia, “Refund request,” n.d. [Online]. Available: https://www.caam.gov.my/consumer/after-your-flight/refund-request/. [Accessed: Jul. 30, 2026].
24. République française, “Code de la consommation, Article L.224-66,” Légifrance, version in force since Jul. 1, 2016. [Online]. Available: https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032226569. [Accessed: Jul. 30, 2026].
25. Direction de l'information légale et administrative, “Peut-on se faire rembourser son billet d'avion si on rate ou annule son vol?” Service-Public, verified Jul. 7, 2025. [Online]. Available: https://www.service-public.fr/particuliers/vosdroits/F32396. [Accessed: Jul. 30, 2026].

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