

Legal Protection for Online Consumers and Online Shopping Self-Protection Practices among Malaysian Higher Education Institution Students

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Abstract

Online shopping has shaped a new trend of getting consumer goods and services during the pandemic. However, online shopping has also recorded an increasing number of consumer complaints. Hence, this paper explores the legislative approach of consumer protection laws in protecting consumers in online transactions using a content analysis approach. The relevant provisions of several laws, including the Malaysian Consumer Protection Act, were analysed based on the current development to highlight online consumers' legal protection. Additionally, a questionnaire survey was carried out among 400 respondents in the higher education institutions in the four zones of Peninsular Malaysia using systematic random sampling to determine the level of consumer self-protection practices in online shopping. The analysis of the laws revealed that the current consumer protection laws were inadequate in giving comprehensive protection for online consumers. The survey results demonstrate that while the overall findings show that consumers have high self-protection practices, the preventive measures and consumer redress dimension must be seriously considered since this dimension showed the lowest mean score. Therefore, the relevant ministry and NGOs should increase advocacy programs to motivate consumers to utilize the right to redress, and become empowered consumers to exercise self-protection practices.

Keywords: Consumer Self-Protection Practices, Higher Education Institution Students, Legal Protection, Online Shopping Scam, Online Shopping Transaction

Introduction

The COVID-19 pandemic has changed the norms worldwide in unprecedented ways, affecting health of the people and the economy, society, education, industry and beyond. As a preventive measure in response to the pandemic, the Malaysian government has issued the Prevention and Control of Infectious Diseases (Declaration of Infected Local Areas) Order

2020 on 18 March 2020, also known as the Movement Control Order (MCO), to ensure social distancing and impede the transmission of the virus. The Order was issued under the Prevention and Control of Infectious Diseases Act 1988. The MCO restricts movement and gathering, requiring those returning from overseas to undergo health screening and quarantine. The Order also demanded the closure of all businesses except those providing essential goods and services, limiting the operating hours of business premises that provide essential services, and providing penalties for those contravening the Order. Any person who disobeyed the Order would face penalties of up to RM50,000 and up to six months imprisonment.

The pandemic has brought a devastating effect on consumer society. Episodes of MCO have further aggravated consumer consumption patterns. Consumers were largely restricted to their homes and only leaving the house to buy essential groceries and medication. Hence, consumers were faced with dramatic changes in acquiring and consuming goods and services. In the early phase of the MCO period in March 2020, the level of panic buying among consumers was shocking, amid the authorities' reassurances that the supply of necessities was sufficient (Amir, 2020). The panic buying scenario might contribute to several factors, such as the rumours of a total lockdown, limited store opening hours, long queues to enter supermarkets, and only one family member was allowed to leave the house.

Consumers also complain of price increase of food and many essential items during the pandemic. The Ministry of Domestic Trade and Consumer Affairs reported that profiteering cases have been on the rise (Bernama, 2020). Apart from groceries and household items, medical and protective gear such as face masks, hand sanitisers, and gloves have high demands during this pandemic (Ong, Kuek & Gooi, 2020). According to the Federation of Malaysian Consumer Association (FOMCA), consumers have complained to FOMCA that some retailers are charging up to 30 per cent higher than the average price (Nadason, 2020). Apart from goods, many consumers have expressed their dissatisfaction against the significant increase in electricity bill charges on social media platforms, as some household bills were higher than usual with up to several hundred per cent increases (The Star, 2020).

The traditional manner of doing things have significantly changed, and the world has embraced a new norm. Hence, the digital economy has brought considerable opportunities to consumers during the Covid-19 pandemic. Electronic commerce thrives as consumers increasingly depend on digital platforms for educational purposes, online meetings, and online shopping. As the market was disrupted, online shopping has shaped a new trend of getting consumer goods and services, and it has become the new normal. The top e-commerce market, as of the second quarter of 2020, is Shopee, followed by Lazada, PG Mall, GoShop and Zalora (Statista, 2020). Pos Malaysia also has acknowledged parcel volume rises, and parcels delivery were slightly delayed during the early phase of MCO (Loh, 2020).

E-commerce is a global market that brings new and complicated consumer rights protection issues (Kirillova et al., 2016). With more and more Malaysians opting to shop online, e-commerce transactions are now the newly emerging area for consumer complaints. Given the nature of the internet, where vital information on the seller (such as identity, location and credibility) can easily be concealed, this imbalance is accentuated in e-commerce (UNCTAD,

2015). Therefore, consumers are more vulnerable online to deceptive and fraudulent activities (UNCTAD, 2015).

The online shopping sector received the highest number of complaints by the National Consumer Complaints Centre, with a total number of 10,615 complaints and losses amounting to RM 5,011,383.00 (NCCC Annual Report, 2018). The highest complaints on the delivery of the purchase good with 34.4%, followed by scam (25.7%) and product quality (11.3%) (NCCC Annual Report, 2018). Complaints about online shopping have spiked during the MCO period. Online shopping scams were also rampant during the MCO period; predatory fraudsters rose as they took advantage of consumers' social isolation while working from home. Many consumers have fallen prey to misleading and fraudulent commercial practices. Since the MCO came into force, complaints related to online transactions had increased 145.6 per cent, namely 8,263 complaints from March to October 2020, compared to only 3,364 complaints in the same period in 2019 (Malay Mail, 2020, 12 Nov). According to the Ministry of Domestic Trade and Consumer Affairs, the highest type of complaint was not receiving the product or service from traders, followed by items ordered did not meet expectations or the advertised prices were misleading (The Star, 2020).

Research findings indicated that Malaysian consumers are relatively vulnerable or yet to be empowered consumers regarding self-protection (Nadiah et al., 2020; Azimon et al., 2012; Jariah et al., 2005). Another recent study on consumer empowerment discovered that the level of Malaysian consumer empowerment was moderate (Nadiah et al., 2019). This fact is demonstrated by the Consumer Empowerment Index, which stands at 63.1 per cent, indicating that consumers in Malaysia have yet to fully appreciate and exercise their rights as consumers (Ministry of Domestic Trade and Consumer Affairs, 2021). The Malaysian Tribunal for Consumer Claims deems the recklessness of consumers who easily believe in online traders' offers as evidence of the low level of awareness and sensitivity among e-consumers (Hayati, 2016).

Based on the above background, this study's objectives are to highlight the legal protection for online consumers and determine the level of consumer self-protection practices in online shopping among students of higher education institutions.

Literature Review

Legal Protection for Online Consumers

The development of e-commerce transactions witnesses the emergence of a group of online consumers who directly buy goods and services over an electronic network, primarily the internet. The remarkable development in e-commerce and online shopping has led to new problems and challenges on consumers' protection (Amin & Mohd Noor, 2013; UNCTAD, 2015; OECD, 2018). With the staggering potential for profit and the ease of shopping online also came unscrupulous and rogue sellers taking advantage of consumers' ignorance of their rights and responsibilities of a consumer. Consumer protection seeks to address imbalances between businesses and consumers in all forms of commerce.

Regarding the legal studies on online consumers protection, most studies are conducted on the legal protection of online consumers (Amin & Mohd Noor, 2013); legislative measures in e-commerce and consumer protection (Jayabalan, 2012); adequacy of legal provisions

regulating advertisements and false descriptions on e-commerce (Hassan, 2012); legal remedies over qualities of goods sold online (Amin & Noor, 2013; Elistina & Afida, 2020); and consumer protection law on online transactions (Amin, 2014; Shabana, 2016). Despite extensive studies on the legislative measures, there is a lack of research on how consumers should empower and protect themselves in the online market.

To a large extent, online consumers have the same requirements and needs as traditional consumers. However, in many ways, online consumers are more vulnerable and exposed to risks due to the nature of online shopping. It presents challenges for consumers that differ from those encountered during offline transactions. Such challenges have gained considerable attention from academics and inter-governmental organisations that lead to international instruments' development. For example, the Organization for Economic Cooperation and Development (OECD) has revised its Guidelines for Consumer Protection in the Context of Electronic Commerce in 2016 to extend its application to commercial practices through which businesses enable and facilitate consumer-to-consumer transactions (OECD, 2016). Besides, the United Nations Conference on Trade and Development (UNCTAD) considers consumer protection challenges in e-commerce. Guideline 64 calls member States to review existing consumer protection policies to accommodate the unique features of e-commerce and stresses the need for awareness among consumers and businesses of their rights and obligations (UNCTAD, 2017). Academicians also proposed special attention to consumer rights protection in e-commerce and international cooperation to solve consumer rights protection (Wang et al., 2015).

Self-Protection Practices

Despite extensive studies on the legislative measures, limited research focuses on the self-protection practice of consumers who complete an online purchasing transaction (Lee & Johnson, 2002). Legal protection alone is inadequate to protect online consumers, especially in different jurisdictions (Micklitz, 2018). Even as highlighted in the above discussion that legal protection is available, legal measures should be the last resort to seek damages if online consumers know how to protect themselves in online transactions (McGregor, 2018). In addition, previous studies have shown that only a handful of consumers take legal action against traders regarding consumer disputes due to the value of the claim and the barriers in the legal process of making a claim (Afida et al., 2014). Thus, consumers themselves should empower and protect themselves in the online market. It is time to empower consumers in online shopping transactions by enhancing self-protection. Consumer empowerment is also consistent with the National Consumer Policy, which emphasised that empowered consumers can protect themselves and are aware of every decision when dealing in the market.

Self-protection by consumers is a concept emphasised explicitly in the Malaysian National Consumer Policy (NCP) along with self-regulation by traders and consumer protection by the government to provide an environment conducive to the establishment of a fair market. Self-protection is how a person defends himself, his property, and his well-being against any harm (Afida et al., 2014). The NCP must create consumer communities that practice self-protection by being smart, well-informed, proactive and responsible (National Consumer Policy, 2010). The Ministry of Domestic Trade and Consumer Affairs and the non-governmental agencies have conducted various programs to educate consumers on consumerism awareness, especially on consumer rights and responsibilities in the market. Nevertheless, research

findings indicated that generally, Malaysian consumers are relatively vulnerable but do not reach the level of empowered consumers concerning self-protection (Laily, Syuhaily & Sharifah Azizah, 2017). Hence, it is crucial to develop consumer self-protection practices to enhance consumer protection in online shopping and realise that the best and most effective protection is by protecting oneself. Thus, consumer education emphasizing self-protection should be the main agenda in the framework of consumer protection.

Online Shopping among University Students

University students undoubtedly have a high buying power in the online market (Atikaf et al., 2020). A survey in 2018 engaging 3,167 higher education students in the United Kingdom disclosed that 98 per cent of them would shop online (Johnson, 2020). A study on university students in Malaysia revealed that 99.0 per cent of students have browsed for products online, and 84 per cent claimed to purchase the online products (Guled et al., 2018). University students strongly agree that shopping on the internet saves time, the advantage of being able to shop at any time of the day while saving travel costs and not having to face the crowds at the physical store (Marziah, Sabariah, Shahariah & Nur Ain, 2020). Due to their vast power in the online market, policymakers and academics must comprehend the level of self-protection practices undertaken by this population during online shopping transactions (Atikaf et al., 2020).

Methodology

The study is a combination of qualitative and quantitative research. For the qualitative research, the content analysis is carried out to analyze the Malaysian law which includes the analysis on the Electronic Commerce Act 2006, Trade Descriptions Act 2011, Consumer Protection Act 1999, Consumer Protection (Electronic Trade Transactions) Regulations 2012, and the Direct Sales Act and Anti-Pyramid Scheme 1993. The main objective of the analysis is to highlight the provisions under Malaysian law on online shopping transactions.

A survey using a self-administered questionnaire was carried out for the quantitative research to determine the respondents' self-protection practices in online shopping transactions. The subjects of this study involved higher educational institution students who have experienced online shopping. They are chosen as target population since young shoppers below the age of 40 have been identified to make regular online purchases compared to any other age group in the e-commerce consumer survey conducted by MCMC (Malaysian Communications and Multimedia Commission, 2018). Hence, they were chosen as the respondents to understand their self-protection practices in guarding themselves against being victims of traders' malpractices while shopping online.

This cross-sectional study targeted the higher education student population in Peninsular Malaysia. Four public universities and four private universities were randomly chosen as the locations of study. Public universities comprised of namely Universiti Putra Malaysia (UPM) (Central zone), Universiti Utara Malaysia (UUM) (Northern zone), Universiti Tun Hussein Onn (UTHM) (Southern zone) and Universiti Malaysia Kelantan (UMK) (East-Coast zone). The selected private universities were UNITEN (Central zone), Unitar International University, Alor Setar (Northern zone), Sunway College Johor Bharu (Southern zone) and Cosmopoint College, Kota Bharu (East-Coast zone). Additionally, proportional probability sampling was adopted,

and the numbers of respondents varied based on the total undergraduate students enrolled in each university (Table 1).

Table 1:

Number of Students and Sample Size

Zone	University	Number of students	Ratio	Sample Size
Northern	UUM	31,587	0.324	130
	UNITAR	400	0.004	2
Central	UPM	28,151	0.289	115
	Uniten	8000	0.082	33
Southern	UTHM	17,862	0.183	73
	Sunway	2000	0.021	8
Eastern Coast	UMK	8953	0.092	37
	Cosmopoint	500	0.005	2
Total		97,453	1.0	400

Data collection was completed at the end of 2019. Several enumerators were appointed in each zone to collect data. Systematic random sampling was applied in order to select 400 respondents using the sample size by Krejcie & Morgan (1970). Respondents were chosen on whether they had made an online purchase. The first respondent was chosen at the library entrance at 9 a.m., followed by a random selection of every fifth individual who entered the building. A self-administered paper-based questionnaire was distributed to gain information from the respondents.

The 22 items for self-protection practices were self-developed based on three focus group discussions. The items were measured on a five-point Likert scale, ranging from 1= "never" to 5= "always". Two experts in consumer law and protection confirmed that the choice of items included in the instrument were able to measure self-protection practices. Apart from that, a reliability test involving 30 consumers resulted in a Cronbach's alpha value of 0.891, which has exceeded the minimum requirement by (Nunnally, 1978).

Factor analysis was conducted for self-protection practices to ascertain the number of items measuring the self-protection practices dimension. For the factor analysis to be considered appropriate, Chua (2009) suggested that the Kaiser-Mayer Olkin (KMO) measure of sampling adequacy should be greater than 0.5, and the Barlett's test of sphericity value should be significant (sig. value should be <.05) (Pallant, 2011). The KMO value for self-protection practices = 0.881 and Barlett's test was significant = $p < .000$). Hence, the values show that the data set was suitable for factor analysis.

The factor analysis result on all 22 items proposed for measuring the self-protection practices showed 51 per cent of explained variance for the three dimensions. There were 11 items for the first dimension, six for the second dimension, and five for the third dimension. Reliability analysis was conducted, and the reliability value for consumer conduct on purchase transaction dimension was 0.875, whereas it was 0.771 for verification of business details and 0.786 for consumer redress and preventive measures.

Results and Discussion

The State of Legal Protection in Online Shopping In Malaysia

It has been discussed earlier on the rise of e-commerce, specifically online shopping, during the country's MCO period. The online consumer transaction can be very complex and global. In this environment, the essence of consumer protection is consumer laws and enforcement. To entice consumers to obtain goods or services, traders exhibit various marketing techniques known as trade practices. This practice is becoming more prevalent when online transactions are becoming rampant among consumers. Trade practices are allowed because it is the right of traders to market their goods or services, but it should be done according to business ethics and, most importantly, not be contrary to the law. One of the major concerns is that this legal instrument is insufficient to resolve e-commerce disputes, especially during this pandemic covid-19 where online shopping is tremendously increasing.

The problem in cyberspace is that the advertisement placed on the website is an 'invitation to treat', and if the buyer agrees to buy, he will make an offer by pressing the 'I agree' button. When this button is pressed, the programmed system will immediately send a message that a transaction has been formed. The problem is whether the acceptance made only by the computer system without the knowledge of the trader can be considered as acceptance because the law has stipulated that both parties must agree and know about the terms of the contract before it can be considered a valid contract. Contract law also involves some requirements in terms of procedures and formalities such as the requirements of a contract must be made in writing and must be signed. The issue of contract validity is resolved by enacting the Electronic Commerce Act 2006 (ECA) under the purview of the Ministry of Domestic Trade and Consumer Affairs (MDTCA). The Act gives legal recognition of electronic messages, but electronic transactions must be performed in a secure system. Messages received and sent can be referred for future reference and must be sealed with a digital signature. Failure to meet these conditions will result in electronic transactions becomes invalid.

In an online transaction, traders will entice consumers with many attractive offers that they advertise on the website or various online marketplace. The disadvantage is that the consumers cannot see and touch the products but merely look at the electronic images of the products which may be misleading. One of the rights of consumers is the right to information. Of course, the information provided should be genuine and not misleading. The Trade Description Act 2011 (TDA) was enacted with the aim to promote good trade practices by prohibiting false or misleading trade descriptions related to the supply of goods or services. The TDA is applicable either the transaction is online or in a physical store. This includes monitoring advertisements, the prohibition of using fake logos or labels and preventing piracy. The TDA is also under the jurisdiction of the MDTCA, and its provisions are criminal; therefore, the suppliers can be punished if they commit the offence. What the consumers should do is lodge complaints to MDTCA. If the consumers intend to claim damages, actions can be taken either under contract law, tort law and also the Consumer Protection Act 1999 (CPA).

On the other hand, the CPA is the main statute where the consumers can claim compensation. The Tribunal of Consumer Claims was established under the CPA and became the main channel for the consumers to seek redress. The CPA was last amended in 2019, where the

claim value limit was increased from RM25,000 to RM50,000. This amendment has also increased the maximum penalty for non-compliance of tribunal award, which increased from RM5,000 to RM 10,000 or imprisonment for a term not exceeding two years or both. The CPA was also amended in 2007 by deleting section 2(2)(g) with the effect that the statute is applied to all consumers, regardless of the nature of their transaction, so that the online consumers are also protected. Part II of the CPA deals with misleading and deceptive conduct, false representation and unfair practice. The part includes the prohibition of misleading price indication, bait advertisement, promising of giving gifts, prizes, and free offers without the intention of providing and demanding payment without intending to supply. There is overlap between the CPA and TDA, but the main difference is that the TDA is a purely penal statute. In contrast, section 29 of the CPA empowers the court in criminal cases to make compensation orders directing the offenders to pay damages to consumers.

The CPA has also made significant improvements to the law by providing several implied guarantees regarding the supply of goods (Part V) and supply of services (Part VIII). Among the beneficial implied guarantees provided for goods are the consumer has a right to quiet possession of the goods (section 31), the goods are of acceptable quality (section 32), fit for its purpose (section 33), correspond with description (section 34) and sample (section 35) reasonable price (section 36) and the availability of repairs and spare parts (section 37). Apart from that, the CPA also provides a remedy the consumers want (Elistina & Naemah, 2012), requiring the supplier to remedy the failure within a reasonable time (section 41 & 42). If the failure cannot be remedied, the consumers can exercise their options to get a refund or replacement (section 44 & 46).

The amendment in 2010 has inserted a new Part IIIA, which significantly impacts consumer protection in Malaysia, as it has addressed the issue of unfair contract clauses. The amendment empowers the court or the Tribunal for Consumer Claims to raise the issue of whether the contract or the terms of the contract are procedurally (section 24C) and substantively (section 24D) unfair even though no party has raised the issue in their pleading. The effect is that the court or Tribunal may decide that the contract or terms of the contract are not enforceable or void. In the case of *Che Mohd Hashim Abdullah v Air Asia X Sdn. Bhd.* (no: TPPM-WPPJ- (P) -10-2011), the Tribunal ruled that consumers have no bargaining power when making online purchasing, and therefore, any unfair clause was invalid.

Apart from that, the Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT) has also been enacted under the CPA. The purpose of this Regulation is to regulate online transactions, especially concerning information disclosure. Regulation is necessary because online business is done electronically, and there is no fixed place for business. The absence of business premises causes problems for consumers when they want to make a claim. ETT applies to online traders and online market operators such as Lazada, Shopee, eBay, Lelong, Mudah and many more. These rules require online traders to disclose on the website the important information such as the name of the person who operates a business, the registration number of a business company, the email address and telephone number, a description of the goods and services, the full price, the method of payment, the estimated time of delivery and all the terms and conditions of the transaction. The online traders should also provide the appropriate means for the customers to rectify any errors prior to confirming the order. They should also acknowledge receipt of the order to the customers without undue

delay. The Regulation also put a compulsory obligation for the online marketplace operators to maintain a proper record of their customers for a period of two years. This Regulation protects consumers when dealing with online traders, including online market operators.

Another statute that deals with online transactions is the Direct Sales Act and Anti-Pyramid Scheme 1993 (DSASA). The scope of the Act covers the door to door services and mail order which also includes electronic means. The important thing in this direct selling contract is the buyer's right to a cooling-off period. The ten days cooling-off period begins after the contract date and does not include public holidays. The cooling-off period allows the buyers to rethink whether they want to cancel or proceed with the transaction. This provision will hinder impulse buying, especially in the online transaction where the conclusion of the contract is easy just by clicking the button. Nevertheless, the buyers can waive their rights to rescind the contract by serving the seller a notice in writing requiring the goods to be delivered and the services to be performed. However, the DSASA is a penal statute and requires strict enforcement to be effective. The Act's effectiveness is yet to be proven, especially to online consumers (Shabana, 2016). Table 2 presents the summary of legal provisions related to online transactions.

Table 2:
Legal Provisions

Statute	Content
Electronic Commerce Act 2006	<ul style="list-style-type: none"> • Gives recognition to e-commerce as a valid contract.
Trade Descriptions Act 2011	<ul style="list-style-type: none"> • Monitoring of advertisements, the prohibition of using fake logos or labels, and preventing piracy
Consumer Protection Act 1999	<ul style="list-style-type: none"> • Provides for misleading and deceptive conduct, false representation and unfair practice • Provides a redress mechanism for a consumer to claim compensation. • Regulates unfair contract terms.
Consumer Protection (Electronic Trade Transactions) Regulations 2012	<ul style="list-style-type: none"> • Regulates online transactions, especially concerning information disclosure.

Demographic Profile of Respondents' Self-Protection Practices

Table 3 presents the frequency and percentage of 400 respondents' background information regarding their gender, age, ethnicity, marital status, education, sources and amount of allowance received monthly. Table 3 disclosed that 64.5 per cent of the respondents were female, while 35.5 per cent were male. The gender differences were consistent in the higher educational institution population that has remained predominantly female. In regards to respondents' age, slightly more than half of the respondents were between 22 to 25 years of age (57.5%), followed by 18 to 21 years old (32.5%), 26 to 30 years old (6.5%), and above 31 years old (3.5%).

The majority of the respondents were Malay with 79.0 per cent, Chinese with 2.8 per cent, Indian with 9.8 per cent, and others with 8.3 per cent. Since the respondent being principally focused on students, almost all were single (93.8 per cent), while only 6.0 per cent were

married and 0.2 per cent were divorced. In terms of the education status, a majority of the respondents were doing a bachelor's degree (70.3%), followed by diploma (17.8%), master and PhD (6.5%), as well as foundation (5.5%). Most respondents were from public educational institutions (83.8%) compared to private institutions (16.3%).

The findings further discovered that the respondents were in their third year of study (37%), followed by second-year (34%), first-year (19.5%), and fourth-year (9.5%) students. In terms of the field of study, a majority of 74.0 per cent of the respondents were from social science studies, while 26 per cent were from the science medium. The sources of student allowance were found to be mainly from the respondents' parents (75.8%), followed by loan (48.8%), family members (24%), part-time jobs (17.5%), zakat (13%), and scholarship (12.8%). These findings indicated that the respondents' principal supply of income was from the parents, whereby a majority (88.3%) received less than RM1000.

Table 3:

Demographic Profile of Respondents (n=400)

Respondent's Background	Frequency	Percentage (%)
Gender		
Male	142	35.5
Female	258	64.5
Age (years old)		
18-21	130	32.5
22-25	230	57.5
26-30	26	6.5
31 & above	14	3.5
Ethnicity		
Malay	316	79.0
Chinese	11	2.8
Indian	39	9.8
Others	33	8.4
Marital Status		
Single	375	93.8
Married	24	6.0
Divorced	1	0.2
Current Level of Education		
Foundation	22	5.4
Diploma	71	17.8
Bachelor	281	70.3
Master or PhD	26	6.5
University		
Public	355	88.7

Respondent's Background	Frequency	Percentage (%)
Private	45	11.3
Year of Study		
1	78	19.5
2	136	34.0
3	148	37.0
4	38	9.5
Field of Study		
Science	104	26.0
Social Science	296	74.0
Source of Student Allowance (More than one source)		
Parents	303	75.8
Family Members	96	24.0
Loan	195	48.8
Scholarship	51	12.8
<i>Zakat</i>	52	13.0
Part-Time Job	70	17.5
Allowance Received Monthly		
Less than RM1000	353	88.2
More than RM1000	47	11.8

Consumer Self-Protection Practices in Online Shopping

This paper has discussed the relevant laws regulating online transactions. The laws are the ECA, TDA, CPA and DSASA. Many aspects of a transaction such as an advertisement, implied guarantees, unfair contract and compensation are highlighted under these laws. The enactment of these laws also shows the government's paternalistic action in intervening in the market by developing and enforcing the laws to protect consumers (Afida et al., 2014). However, legal protection per se is incapable of giving solutions to all kinds of predicaments brought up by online transactions; hence, consumers should apply consumer rights and responsibilities by exercising self-protection when engaging in online shopping transactions (Atikaf et al., 2020).

Based on Table 4, consumer self-protection practices have been divided into three dimensions based on factor analysis. The dimensions are consumer conduct of purchase transaction, verification of business details, preventive measures and consumer redress.

Consumer Conduct on Purchase Transaction

The 11 items on consumer conduct of purchase transaction dimension emphasise on consumer rights to information. The advent of the internet and social media should transform and empower consumers with greater access to information to their advantage. As illustrated in Table 4, the result shows that revising the product details before making a purchase scored the highest self-protection practices with a mean score 4.42, followed by the statement 'I compare the price of the same product but in different online stores' and 'I compare the features of the same product with different online stores'. These findings show that consumers are taking the proper steps in protecting themselves while purchasing goods online. However, it was found that the self-protection measures of reading the terms and conditions before making online purchases were the least applied by consumers. Failure to read the contract terms and conditions is considered a limitation of consumer protection through information (Howells, 2005).

Verification of Business Details

Verification of business details dimension is closely related to consumer rights to safety. The right to safety refers to the right to be protected against products, production processes and services that are hazardous to health or life (Afida et al., 2014). Practising the right to safety in online shopping will ensure that the online transaction will not harm the consumers. Table 2 shows the five items to measure whether consumers verify business details. The findings show that the statement 'I ensure the seller's name is displayed online' has the highest mean score of 4.40. The statement is one of the eight mandatory requirements under the Consumer Protection (Electronic Trade Transactions) Regulations 2012 to be observed by online traders. These requirements seek to give better protection to consumers and to increase their trust in online business. However, the statement with the least mean score 3.72 is 'I check the online business registration number'. This statement is also among the compulsory requirements to be adhered by the online seller, but consumers do not give attention to this right to information. All online traders who carry out businesses via marketplace or e-commerce companies must register their businesses with the Companies Commission of Malaysia to protect the consumers from being cheated. Therefore, consumers have to exercise their rights to check the traders' online business registration number to avoid them being cheated by scams instigated by fake traders.

Table 4:

Consumer Self-Protection Practices

Statement	Mean Score	S.D.
<i>Consumer conduct on purchase transaction</i>		
I check the product description of the goods that I want to purchase online.	4.39	0.857
I shop online as I get user/expert reviews on the product.	4.28	0.898
I compare the price of the same product but in different online stores.	4.40	0.832
I compare the features of the same product with different online stores.	4.40	0.849
I look into the method of payment either cash on delivery (COD) or online banking.	4.30	0.913
I read the terms and conditions before making online purchase.	4.12	1.020
I check the total cost of purchase including price, transportation cost, tax and other costs.	4.36	0.805
I check the estimated delivery time.	4.33	0.871
I revised the product details before making a purchase.	4.42	0.822
I keep all the proof and receipt of online transaction payment.	4.35	0.977
I request the tracking number after making the purchase	4.41	0.932
<i>Mean Score</i>	<i>4.34</i>	<i>0.594</i>
<i>Verification of business details</i>		
I ensure the seller's name is displayed online.	4.40	0.912
I check the online business registration number.	3.72	1.287
I check whether the business can be trusted.	4.28	0.914
I look into the email address, telephone number and business address.	3.97	1.119
I check for advertisement approval number for health product.	3.79	1.172
<i>Mean Score</i>	<i>4.03</i>	<i>0.788</i>
<i>Consumer redress and preventive measures</i>		
I will not purchase online if there is no certainty on money back guarantee.	4.09	1.041
I go to a retail store first before making final online purchasing.	3.69	1.244
I file a complaint if I am not satisfied with the online transaction.	3.60	1.203
If dissatisfied, I will return, request a refund or claim the replacement of a low quality product that purchased online.	3.80	1.182
I search for the right channel to complaint.	3.90	1.198
I clear all the cache after every transaction.	3.31	1.468
<i>Mean Score</i>	<i>3.74</i>	<i>0.854</i>
<i>Total Mean Score</i>	<i>4.11</i>	<i>0.573</i>

Note: Scale range 1-5

Consumer Redress and Preventive Measures

Six items are measuring preventive measures and consumer redress. The highest mean score 4.09 on the statement 'I will not purchase online if there is no certainty on money-back guarantee' shows that consumers are taking appropriate precaution not to proceed with the transaction if there is no assurance that they will get a refund if they are not happy with the transaction. However, consumers scored the lowest mean score 3.31 on the statement 'I clear all the cache after every transaction'. Such practice of not clearing memory cache after completing online transactions is against the tips issued by Bank Negara and other financial institutions regarding online transaction financial concerns (Bank Negara, 2007; Bank Negara, n.d.). Another statement with a low mean score of 3.60 is 'I file a complaint if I am not satisfied with the online transaction'. This finding finds support from the Malaysian Consumer Empowerment Study 2019-2020 where less than half of consumers seek redress when they face an issue with their online purchases, and the reason in most cases is that it is not worth the effort (Ministry of Domestic Trade and Consumer Affairs, 2021).

The overall findings show that the respondents have high self-protection practices, with a mean score of 4.11 and a standard deviation of 0.573. The results revealed that the respondents were more inclined to the consumer conduct of purchase transaction dimension, as indicated by the mean score 4.34, followed by the verification of business details dimension, as shown by the mean score 4.03. The self-protection practices comprise the rights to information, the right to choose, the right to safety and the right to redress. The items in the consumer conduct on purchase transaction dimension and verification of business details dimension were regarding the right to information, the right to choose and the right to a safe transaction. For example, when the respondents checked the product details and read the terms and conditions before purchase, they were practising the right to be given adequate information about the products to make a wise buying decision (Ibarra & Revilla, 2014). Additionally, the respondents also compared the price and the features of the product which indicated they practiced the right to choose products at competitive prices based on the information obtained, needs and capability (Afida et al., 2014). Furthermore, the right to a safe transaction were exercised when the respondents checked the details of the online business and kept all the proof and receipt of the transaction. These acts protect consumers from the marketing of goods that are harmful to their health or lives (Ibarra & Revilla, 2014).

However, the consumers' preventive measures and consumer redress dimension have to be emphasised since this dimension has the lowest mean score 3.74. The results indicated that the respondents were not fully practising the right to redress, which is in line with the study conducted by Daljit et al (2020) that dissatisfied consumers were reluctant to file complaints. The powerlessness of consumers to file a complaint is also evidenced by a study conducted in the United States, United Kingdom and Australia by the Department of Trade and Industry (2003) which found that most consumers do nothing although they are not satisfied with the traders. Consumers should be aware that by filing a complaint, they enforce the right to redress, i.e. the right to receive compensation for poor or unsatisfactory goods or services, purchasing defective or dangerous goods or misleading trade practices (Afida et al., 2014).

Conclusion

The relevant laws governing the conduct of online business transactions in Malaysia are set out in a several statutes and regulations, such as the ECA, TDA, CPA and DSASA. Of particular significance to online businesses is the ETT. Online traders have to abide by the eight mandatory information disclosure under this Regulation. Failing to disclose the information has caused many complaints on online traders asking the consumers to private message them, should they require product details. Many studies on the aspects of the law have been conducted to improve consumer protection. However, these legal instruments are still inadequate to resolve all types of problems instigated by online purchase transactions. Hence, the consumers themselves must learn how to protect themselves in online transactions. Moreover, going to court should always be the last resort and should only be contemplated when all other options have been exhausted.

Self-protection is one of the three pillars in the National Consumer Policy (NCP). NCP emphasises a culture of self-protection so that consumers are empowered to access information, are capable of protecting themselves and are aware of every decision made when dealing with the market. Although this study's overall findings show that students of higher education institutions have high self-protection practices, the preventive measures and consumer redress dimension has to be given serious consideration by consumers since this dimension showed the lowest mean score. As a preventive measure, consumers must be educated to clear the cache after every online transaction. Consumers must also be encouraged to file complaints when they are not happy with the online purchase transaction. The Ministry provides many venues to assist the consumers in filing a complaint. Hence, consumers who practice self-protection are proactive in practising their rights and responsibilities, not solely depending on government agencies and NGOs to resolve problems with online traders.

Since the findings are regarding the higher education institution students' online self-protection practices, the Ministry of Domestic Trade and Consumer Affairs may increase advocacy programs to higher education institution students through the Student Consumer Movement association. As a consumer club linked with the Ministry, and with more than 15,000 members over 173 higher education institutions, it provides a suitable venue for the Ministry, NGOs, and academics to run awareness and training programs to motivate the students to utilize the right to redress and to become empowered consumers in exercising self-protection. The advocacy program should emphasise that if consumers do not go for self-protection, they cannot protect themselves from any risks and danger, especially in online shopping during this pandemic.

There are many benefits when consumers seek to protect themselves while doing online shopping. It would increase their level of concern regarding the right to information, right to safety and right to redress when shopping online. Consumers can also protect themselves from being the victim of unscrupulous online sellers and achieve satisfaction when acquiring goods and services through the online medium. The future is becoming more challenging as online shopping has become a new norm. As a way forward, future research should be conducted to identify how consumers can increase their self-protection practices in online transactions and to become empowered consumers by employing self-protection.

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