



Legal Protection For Users Of The Alodokter Application In *Autodebet Cases* Without User Consent

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Abstrak

Penelitian ini bertujuan untuk mengidentifikasi perlindungan hukum sekaligus upaya hukum yang bagi konsumen pengguna aplikasi Alodokter atas autodebet berdasarkan UU No. 8 Tahun 1999 tentang Perlindungan Konsumen. Metode penelitian adalah normatif, dengan pendekatan peraturan perundang-undangan. Hasil penelitian menunjukkan bahwa perlindungan hukum bagi pengguna aplikasi Alodokter ialah adanya kewajiban pelaku usaha memberikan ganti rugi atas kerusakan barang yang merugikan konsumen, yang dapat berupa pengembalian uang atau penggantian barang dengan nilai yang sama atau setara, atau perawatan kesehatan, dan/atau pemberian kompensasi. Ganti rugi dilakukan dalam jangka waktu 7 (tujuh) hari setelah tanggal transaksi. Upaya hukum yang dapat ditempuh oleh konsumen yang rekeningnya terkena dampak *utang otomatis* tanpa persetujuan yaitu dengan penyelesaian sengketa secara damai melalui proses pembatalan pengguna Alodokter, penyelesaian sengketa melalui lembaga atau penyelesaian sengketa konsumen, hingga di pengadilan.

Kata kunci: Perlindungan Hukum, Konsumen, Autodebit.

Abstract

This study aims to identify legal protection as well as legal remedies for consumers who use the Alodokter application for auto debit based on Law no. 8 of 1999 concerning Consumer Protection. The research method is normative, with a statutory approach. The results of the study show that legal protection for users of the Alodokter application is the obligation for business actors to provide compensation for damage to goods that harm consumers, which can be in the form of refunds or replacement of goods with the same or equivalent value, or health care, and/ or compensation. Compensation is made within 7 (seven) days after the transaction date. Legal remedies that can be taken by consumers whose accounts are affected auto debt without approval, namely by peacefully resolving disputes through the process of canceling Alodokter users, resolving disputes through institutions or consumer dispute resolution, up to court.

Keywords: Legal Protection, Consumers, Autodebit.

A. Introduction

Information technology opens the world's eyes to a new world, various activities from all aspects change very quickly and are integrated through the development of information technology. Internet technology has succeeded in changing the pattern of community interaction, namely business, economic, social and cultural interactions. Starting from there, the internet has made such a big contribution to society, companies/industry and the government. The presence of the internet is considered to be able to support the effectiveness and efficiency of company operations, especially its role as a means of information needed by a business and other forms of business entities or institutions. This all-digital internet technology can function as an effective and efficient strategic promotion arena, because the internet can reach all legal jurisdictions of countries in the world.¹

The first advantage of technology in the health sector is to make it easier for patients. The presence of technology makes it very easy for patients, especially in accessing health information and services. Only with a cell phone or

computer, patients can now access various kinds of health information on the internet. In addition, various health services available *online* also make it easier for patients to access health services. Patients can now access information, get consultation services, and make prescription redemption *online*. This of course greatly saves the patient's energy and time.²

Basically, patients have a position as consumers who get services from doctors, *Online Doctor Practice* is a health service facility that functions to provide and organize health efforts that are consulting for the healing and recovery of patients, health services provided by *Online Doctors* to patients can also be seen as services provided between business actors (doctors) and patients (consumers). This is in accordance with Law Number 08 of 1999 concerning Consumer Protection. In general, patients are also included as consumers, precisely as consumers in the health sector, because in general patients are people who consult health problems to obtain the required health services, this is in accordance with the existence of an engagement relationship between the doctor and the patient which is known as

¹ Putu Wuri Handayani, *Concept and Implementation of Health Information Systems*. Jakarta: Rajagrafindo, 2020, p. 12.

² *Ibid.*, p. 47.

a contract. therapeutic, that is, the doctor is trying his best to cure the patient, this is also strengthened by the decision of the Minister of Health of the Republic of Indonesia No.756/Menkes/SK/VI/2004 concerning preparations for the liberalization of trade and services in the health sector, thus Law No. 8 of 1999 concerning Consumer Protection can also be applied to the health sector.³

Telemedicine is the practice of health using audio, visual and data communication, including care, diagnosis, consultation and treatment as well as the exchange of medical data and scientific discussions remotely. Based on the above understanding, we can understand that the scope of telemedicine is quite broad, covering the provision of remote health services (including clinical, educational and administrative services), through the transfer of information (audio, video, graphics), using telecommunication devices (interactive audio-video). two-way, computer, and telemetry) involving doctors, patients and other parties. In simple terms, telemedicine has actually been applied when there is a discussion

between two doctors discussing a patient's problem over the phone.⁴

sites or *websites* that provide online health consultations are one of the trends born from the development of communication technology. Alodokter and Halodoc are some of the quite a number of well-known *online* sites in Indonesia. Online health consultations are supported by pre-doctors who have a background in health sciences who are able to analyze and diagnose the health conditions of their patients. But it cannot be ignored, the existence of this *online* consultation site is also not without problems, difficulties in facilitating behavior and ineffective motivating patients.

Another difficulty that arises and is quite serious is that the health information conveyed is sometimes not relevant, so it risks reducing the quality of service and patient trust.⁵ Consumer protection is part of the law that contains principles or rules that are regulatory in nature and also contain properties that protect consumer interests, including in the Autodebet case in one of the health service application Alodokter.

³ Rizky Karo, and Debora Pasaribu. "Legal Aspects of Doctor Consultation Through Online Media in Indonesia." *Tadulako Master Law Journal*, Vol 3 Issue 2, June , 2019, 89-112.

⁴ Genny Gustina Sari and Welly Wirman. "Telemedicine as a Health Consultation Media

During the COVID 19 Pandemic in Indonesia." *Communication Journal*, Volume 15 No. 1 March , 2021, 43-54.

⁵ *Ibid.*

The Alodokter case was found which has recently been in the public spotlight, namely related to *telemarketing* or *Alodokter sales*, which was accused of fraud because it offered an auto debit that was difficult to cancel. This acknowledgment began when the account of one of the clients sought information about how to deactivate the Alodokter account that had been used so far. After that, the user found that there was only one way, namely by contacting the Alodokter *support email* and waiting up to three days for confirmation of termination.⁶ Alodokter clarified the complaint regarding the user being unable to close the account on the telemedicine platform and the practice of auto debit without the user's consent. Even so, the user himself cannot delete the account.⁷

Another case related to the autodebit by Alodokter was also complained about because it was related to the offer of a DHF (dengue hemorrhagic fever) insurance program *with* a protection value of 2 (two) million. Many complained

because they asked for user personal data such as photos of KTPs, account numbers, and photos of passbooks. Even though the user has not received approval, Alodokter still deducts a fee of IDR 35,000.⁸

Users should receive good protection due to services that have been offered, but are not yet in accordance with the Consumer Protection Act. According to a study belonging to Hutomo, Kurniawan, & Suhartana that holding doctor consultations through online media in Indonesia is subject to and must comply with the ITE Law, Health Law, Medical Practice Law and other relevant laws and regulations. Doctor consultation service providers through *online media* must maintain the confidentiality of patient/user documents/data, and must maintain data security to avoid data leakage that will be misused by people who do not have rights.⁹

Meanwhile, according to a study by Listianingrum, Budiharto, &

⁶ Dythia Novianty, and Dicky Prasty. 2021. *Viral! The Alodokter service is called auto debit and is difficult to cancel*. September 23. Accessed December 8, 2021. <https://www.voice.com/tekno/2021/09/23/090500/viral-layanan-alodokter-disebut-auto-debit-dan-juang-dicancel>.

⁷ CNN. 2021. *AloDokter Responds to Auto Debit Cases and Can't Close Account*. September 23. Accessed December 8, 2021. <https://www.cnnindonesia.com/technology/2021/09/22/225325-185-698161/alodokter-t-respondi-case-auto-debit-dan-tak-bisa-Tutup-Akun>.

⁸ CoilTech. 2021. *Viral Telemarketing Alodokter Auto-debit insurance funds and difficult to cancel*. September 22. Accessed June 21, 2022. <https://kumparan.com/kumparantech/viral-telemarketing-alodokter-auto-debit-dana-asuransi-dan-gulung-dibatalkan-1wZtutSEaBf/2>.

⁹ Muhammad Hutomo, Kurniawan, and Lalu Male Wira Suhartana. "Legal Protection of Patients Using Online Health Services." *Journal of Education and development*, Vol.8 No.3 August, 2020, 967-975.

Mahmudah, the relationship between application companies and consumers is an independent relationship, the relationship between application companies and doctors, pharmacies, or other parties is a partnership relationship, and the relationship between consumers and application company partners is a relationship between providers with users of goods and/or services. The responsibility of the application company is actually limited to the use of the application. Meanwhile, the responsibility for risks received by consumers is the responsibility of the partner of the application company concerned which arises due to negligence and carelessness in carrying out professional duties or non-fulfillment of consumer rights that have been regulated in law.¹⁰ Based on the explanation above, it can be explained that this research will focus on legal protection for users of the Alodokter application, where the title of this research is "**Legal Protection for Users of the Alodokter Application in Autodebit Cases Without User Consent**".

B. Methods

The type of writing used is normative legal research, which is a study of *legal research or rechtsonderzoek* in Dutch.¹¹ In essence, normative is based on principles or principles.¹² Furthermore, normative legal research methods always examine law from an internal perspective with the object of research being legal norms.¹³

The legal materials used in this study are primary legal materials and secondary legal materials. The primary legal material in the form of legislation, which has the highest authority is the Constitution because all the regulations under it, both in content and spirit, cannot conflict with the Constitution. Subsequent proimmer legal materials are laws, government regulations, presidential regulations or regulations of an agency or other institution, and court decisions. Furthermore, the main secondary legal material is textbooks because textbooks contain the basic principles of law as well as books that are relevant to the topic.¹⁴ Sources of legal materials used in this study consist of:

¹⁰ Devina Martha Listianingrum, Budiharto, and Siti Mahmudah, *Loc. cit*

¹¹ Peter Mahmud Marzuki, *Legal Research, Revised Edition*. Jakarta: Kencana, 2005, p. 55

¹² *Ibid.*, p. 52

¹³ I Made Pasek Diantha, *Normative Legal Research Methodology in Justification of Legal Theory*. Jakarta: Kencana, 2016, p. 12

¹⁴ *Ibid.*, p. 142-143

1. Primary legal materials can be in the form of:
 - a. The Criminal Code.
 - b. Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection.
 - c. Law of the Republic of Indonesia Number 29 of 2004 concerning Health Practices.
 - d. Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions.
 - e. Law of the Republic of Indonesia Number 36 of 2009 concerning Health.
 - f. Law of the Republic of Indonesia Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions.
 - g. Decree of the Minister of Health of the Republic of Indonesia No.756/Menkes/SK/VI/2004 concerning preparations for the liberalization of trade and services in the health sector.
2. Secondary legal materials are legal materials that can provide an explanation of primary legal materials. Secondary legal materials can be in the form of:
 - a. Law books;
 - b. Law Journals;
 - c. Legal Papers or Views of Legal Experts published in the mass media.
 - d. Electronic facilities that address related issues.
3. Tertiary legal material is also legal material which can explain both primary legal material and secondary legal material. Tertiary legal materials are in the form of legal dictionaries and encyclopedias.

C. Discussion

Philipus M. Hadjon argues that legal protection is protection of dignity, as well as recognition of human rights owned by legal subjects based on legal provisions of arbitrariness. Meanwhile, CST Kansil defines legal protection as various legal remedies that must be provided by law enforcement officials to provide a sense of security, both mentally and physically from disturbances and various threats from any party. Furthermore, Setiono revealed that legal protection is an act or effort to protect society from arbitrary actions by authorities that are not in accordance with the rule of law, to create

order and peace so as to enable humans to enjoy their dignity as human beings.¹⁵

Meanwhile, Satjipto Raharjo argued that legal protection is to provide protection for human rights (HAM) that are harmed by other people and that protection is given to the community so that they can enjoy all the rights granted by law. Because according to him, the nature and purpose of law is to provide protection (protection) to the community, which must be realized in the form of legal certainty. Legal protection is an action for preventive and repressive nature.¹⁶

Legal Protection for Consumers in E-Commerce Transactions Legal protection is a way to protect consumers provided by law or law to prevent violations or things that can harm consumer interests. In this study, consumers who use E-Commerce transactions get legal protection based on statutory provisions, namely the Consumer Protection Act (Consumer Protection Act), Electronic Information and Transaction Law. (UUITE). Thus, the following will describe the legal protection for consumers based on the laws and regulations mentioned above, namely:

1. Legal Protection In terms of the Consumer Protection Act

Consumers are in many ways a party whose position is weak when compared to business actors, consumers often do not have a bargaining position when dealing with business actors. Therefore, we need a rule that can protect the interests of consumers so that they are not harmed or treated arbitrarily by business actors. The Consumer Protection Act guarantees legal certainty to provide protection to consumers as stated in Article 1 Number (1) of the Consumer Protection Law.

The Consumer Protection Act provides protection to every consumer who feels their rights have been violated or harmed by business actors. The Consumer Protection Act specifies in detail consumer rights which also apply to consumers who use electronic transactions/E-Commerce. Based on the provisions of Article 4 of the Consumer Protection Act, in relation to consumers who use *E-Commerce transactions* that are violated by business actors or sellers are as follows:

¹⁵ *Ibid*, pp. 74-75

¹⁶ Hetty Panggabean, *Legal Protection for Midwifery Clinical Practice*. Yogyakarta: Deepublish Publisher, 2018, p. 64

a. Article 4 letter b

The right to choose goods and or services and to obtain goods and/or services in accordance with the exchange rate and the conditions and guarantees promised. Based on article 4 letter b, in relation to consumers who use *E-Commerce transactions*, the business actor or seller must provide goods according to the exchange rate and conditions and guarantees promised.

b. Article 4 letter c

Article 4 letter c stipulates that consumers are entitled to correct, clear and honest information regarding the conditions and guarantees of goods and/or services. Business actors or sellers in *E-Commerce transactions* should provide clear information regarding the condition of the goods or specifications of the goods and other information relating to the goods being sold/traded. This is important so that consumers know clearly the condition of the goods being traded so that they can finally decide whether to buy or not the goods based on the available information.

In the Consumer Protection Act, in addition to regulating consumer rights, it also regulates the obligations of business actors as specified in Article 7 of the Consumer Protection Act, including those

relating to legal protection for consumers who use *E-Commerce transactions*, namely:

a. The legal aspect of consumer protection in the provisions of Article 7 letter b states that business actors are obliged to provide true, clear and honest information regarding the conditions and warranties of goods and/or services and provide explanations for use, repair and maintenance. In this case the seller is obliged to provide clear information regarding the condition of the goods or the specifications of the goods and other information relating to the goods he is selling/trading. This is important so that consumers know clearly the condition of the goods being traded so that they can finally decide whether to buy or not the goods based on the information available.

b. Article 7 letter d.

Article 7 letter d states that business actors are obliged to guarantee the quality of goods and/or services produced and or traded based on the provisions of the applicable standards for quality of goods and/or services. With regard to consumers who use *E-Commerce transactions*, business actors or sellers are required to guarantee the quality of goods and or services produced

in accordance with the applicable quality standards of goods and or services and in accordance with the conditions of the goods offered.

If a business actor in carrying out his business violates the prohibitions and/or causes damage, pollution and/or loss to consumers as a result of consuming the goods and/or services being traded, the business actor is responsible for providing compensation. Such compensation can be in the form of a refund or replacement of goods and/or services of a similar or equivalent value or health care and/or compensation in accordance with the provisions of the applicable laws and regulations. Compensation is carried out within a period of 7 (seven) days after the date of the transaction.

In practice, business actors in marketing Alodokter products through telemarketing facilities do not explain honestly about the insurance products offered, business actors only say that what they offer is health insurance. Hearing this statement, every Alodokter user or patient is of course interested and decides to participate in the investment offered by the Alodokter marketing team. In fact, what he called health insurance was in the form of a transaction made by auto debit every month. The Alodokter marketing

team seems to be hiding the products it offers to users, because if the telemarketers are honest and frank that what is offered is health insurance which must pay a certain amount of money each month, of course many Alodokter users will simply refuse.

In fact, Alodokter claims that it adheres to business ethics with honest and transparent communication. The process of auto-debiting the user's bank account is also subject to the approval of the person concerned. Alodokter also states that they only contact customers by phone to provide information about services and protection programs and unlimited chats with doctors, for the convenience and comfort of customers. As for complaints about the autodebit blocking process which is considered long, Alodokter said that it takes time to verify users. "The subscription cancellation process takes 3 working days.

The Alodokter marketing team did not honestly mention the products offered. The Alodokter marketing team stated that the product offered was the same as an ordinary consultation and did not mention that what was being offered was health insurance which caused auto-debit transactions. The dishonesty of Alodokter's telemarketing in marketing its products has made many Alodokter users

do auto debit without real knowledge of the advantages and disadvantages of this insurance.

One user who has experienced this said that when he got a call from Alodokter Telemarketing and was given information that there was an insurance program that was the same as a regular consultation that had many benefits. Telemarketing doesn't mention that the program it offers is insurance that has to pay a certain amount of money every month. This makes him feel trapped. Supposedly, from the start it was stated that the program was insurance, so from the start the user had made the decision and hung up the phone. Because he assumed that if the program mentioned was the same as consulting then no payment would be withdrawn from their savings, without any loss of money. It turns out that it is insurance where money will simply disappear if the user agrees to consult.

In fact, most users who are exposed to auto-debit accounts without approval as a result of insurance marketing via telemarketing do not have a good understanding, even though based on the provisions, 14 days after becoming the insured, they must hold the policy. In fact, one user admitted that up to two months he had not received the policy. According

to him, this was only an excuse for the insurer because he considered the length of time the policy was submitted so that there were no user complaints. The telemarketing agreement is said to be valid with the word "agree" or "yes" even without the signature of the party even though it has to directly confirm the truth. However, in practice there are parties who seem to take advantage of the word agree, where telemarketers in conveying offer sentences often end with agreeing sentences where the user seems to have no other choice of words to answer the telemarketer's sentence.

The method of marketing insurance products through telemarketing carried out by Alodokter often traps consumers. Consumers are contacted and then offered products that sometimes consumers do not understand what is being offered due to lack of information about the product, sometimes there is a statement followed by the statement "agree" some users immediately agree with this statement.

One of the users admitted that he had been called by the Alodokter team and said that he was already an insurance user and had to debit Rp. 35,000 per month. In fact, insurance marketing through telemarketing does not mention the object promised, it only mentions benefits which

are not necessarily true, because some users admit that they are lured with bonuses and benefits that make them feel interested, without mentioning that what is being offered is insurance, something like this is of course has not fulfilled the elements of the agreement because it is not clear what the object of the agreement is.

Apart from that, there are different times when a user admits that he has never even communicated with the Alodokter telemarketer, but suddenly gets an SMS that says he has been registered as an Alodokter insurance member along with the user's number and performs an autodebit. Offers through telemarketing facilities are one of the offers through electronics, in practice Alodokter's insurance telemarketers have harmed users a lot by auto-debiting account balances without the user's knowledge and approval. Telemarketers in carrying out their duties are of course based on orders given by the company, in this case, namely Alodokter insurance.¹⁷

So for user losses caused by marketing Alodokter insurance products through telemarketing facilities, it is the organizer who is responsible, namely the Alodokter service itself, not the

telemarketers. User losses from auto debiting account balances as a result of dishonest telemarketing insurance marketing for which Alodokter must be fully responsible, not the user. The responsibility of the business actor in providing the above compensation does not apply if the business actor can prove that the mistake was a consumer's fault. This means that proving whether there is an element of error in a claim for compensation is the burden and responsibility of the business actor.¹⁸

Therefore, based on Article 19, Law Number 8 of 1999 concerning Consumer Protection, legal protection for users of the Alodokter application, namely business actors must provide compensation for damage to goods that harm consumers can be in the form of refunds or replacement of goods of the same type or equivalent in value or health care and/or compensation in accordance with the provisions of the applicable laws and regulations. Compensation is carried out within a period of 7 (seven) days after the date of the transaction.

Losses experienced by users of accounts with *auto debit* caused by human actions (*human error*), which in this case

¹⁷ Rusmawati, Dianne Eka. 2013. "Legal Protection for Consumers in E-Commerce

Transactions." *Fiat Justisia Journal of Law Science Volume 7 No. 2, May-August* 193-201.

¹⁸ *Ibid.*

were carried out by Alodokter employees, are unlawful acts as stipulated in Article 1365 which states that any unlawful act that brings harm to another person, it obliges the person who due to the mistake of issuing the loss, compensates for the loss. The law provides legal protection for people who are harmed by demanding the party who caused the loss to provide compensation to customers who use *autodebit* who feel that they have been harmed. Alodokter as the organizer of the *autodebit* must provide legal protection and give confidence in the services it has provided.

However, in practice, the implementation of protection for users of the Alodokter application to perform *auto debit* based on an *auto debit user agreement* alone is very difficult to realize. The absence of liability clauses for using the Alodokter application for matters that are detrimental to application users weakens the customer's position to obtain their rights. With regard to the use of *auto debit*, any agreement made by the customer and Alodokter may not contain a standard clause stating the full transfer of Alodokter's responsibility to Alodokter application users and contains a statement of the compliance of Alodokter application users to regulations in the form of new, additional, continued, and / or further changes made unilaterally by Alodokter. In the practice of online health services this is still happening. The standard clauses stating the full transfer of

responsibility to users of the Alodokter application, of course, do not fulfill a sense of justice from any angle. This standard clause is standard in every agreement with Alodokter, including the agreement to use *auto debit*.

The validity of the agreement that arises as a consequence of the choice to agree to the terms and conditions that existed during the installation process can be studied from the legal aspect of the agreement. According to Subekti, the possibility that a person responding to an offer does not read the offer letter is his own responsibility, where according to the law it is deemed appropriate to read the offer letter he receives in the shortest possible time. Legally, the reasons for not reading or not having read the contents of the agreement cannot result in the cancellation of an agreement. That is why accuracy in reading the terms of the agreement offered by other parties is an absolute requirement.¹⁹

2. Legal Remedies that can be taken by consumers whose accounts are affected with autodebet without user consent

Legal efforts to protect consumers against goods produced or traded by business actors so as not to harm consumers normatively have been regulated regarding prohibitions for business actors in producing and trading goods that are not in accordance with the terms and conditions of laws and regulations. Legal sanctions will be imposed if the business actor violates these prohibitions. The Consumer Protection Act provides consumer dispute settlement facilities through the following efforts:

¹⁹ *Ibid.*

a. Non-litigation Dispute Resolution through the Alodokter User Cancellation Process Procedure

Peaceful resolution is when the parties to the dispute with or without power/assistant choose peaceful methods to resolve the dispute. What is meant by peaceful means is in the form of negotiations by deliberation and/or consensus between the parties concerned. By means of this peaceful settlement of disputes, we really wish to seek a form of settlement that is easy, inexpensive and relatively faster. The legal basis for peaceful settlement is regulated in article 45 paragraph (2) jo. Article 47 of the Consumer Protection Act, in addition, is regulated in Book III, Chapter 18, Articles 1851 to Article 1858 BW, concerning peace/ partnership.

In this case, Alodokter has claimed that for complaints about the autodebit blocking process which is considered long, Alodokter said that it takes time to verify the user. The subscription cancellation process takes 3 working days. Alodokter customers can cancel subscription packages by contacting Alodokter customer service via email at support@alodokter.com or WhatsApp messages 0812-8888-0256 and telephone at 021-30000256. Clarification regarding the closing of the account must go through a complete verification process.

Alodokter claims to always respond to complaints submitted via social media no later than 1 x 24 hours. Weekdays 08.00 WIB-20.00 WIB and holidays/public holidays 08.00 WIB-17.00 WIB. Users can submit complaints and requests for account closure to the WA number 0812-8888-0256. Requests for account closure can be submitted at 08.00

WIB – 20.00 WIB on weekdays, or 08.00 WIB – 17.00 WIB on holidays or public holidays. The relationship between consumers and application companies in online health services such as Alodokter is basically regulated in Article 11 Number 1 of the Application Terms and Conditions:

"Our relationship with you is an independent relationship and between us there is no agency, partnership, joint venture, employee-company or franchisor-franchise relationship that will arise with the existence of these Terms of Use."

The legal relationship that occurs between application companies in online health services and consumers can be referred to as agreements related to procedures and conditions for using applications, as stipulated in the terms and conditions of this application:

"By downloading, installing and/or using an application or web app, the consumer agrees that the consumer has read, understood, acknowledged, accepted and agreed to all information, terms and conditions for using the application or web app contained in the Terms of Use. This Use. These terms of use constitute a legal agreement regarding the procedures and requirements for using an application or web app or website between the consumer and the manager of the application or web app or website, namely the service provider.

The obligation of application companies with liaison status is to provide applications as platforms for meeting service providers with consumers (service users). Apart from that, as liaison business actors, application companies connect consumers with service providers when there are questions, complaints, or

requests for compensation from consumers (users). services) to service providers while the right received by the application company is to receive payments which will later be divided according to the agreement in the partnership agreement between the application company and the health service provider. Then, consumer obligations as service users are regulated in Article 5 of Law Number 8 of 1999 concerning Consumer Protection, namely:

- 1) Read or follow the instructions for information and procedures for the use or utilization of goods and/or services, for security and safety;
- 2) Have good faith in conducting goods and/or services purchase transactions;
- 3) Pay according to the agreed exchange rate;
- 4) Participate in proper legal settlement of consumer protection disputes.

The right received by consumers from application companies is to be able to use applications to conduct electronic transactions with service providers and be heard or assisted for settlement if there are questions, complaints or requests for compensation due to losses. Therefore, the application for closing an account is also one of the rights that Alodokter application users can claim and must be done as quickly as possible so as not to cause greater losses to Alodokter users in the Autodebet case.

b. Dispute Resolution Through (Consumer Dispute Resolution Agency)

Based on the provisions regarding dispute resolution as stipulated in Chapter X of the Consumer Protection Act, it is

emphasized that conflicts that occur between business actors and consumers are resolved through litigation or non-litigation channels based on the voluntary choices of the parties. Article 48 of the Consumer Protection Act states that the settlement of disputes through litigation refers to the provisions that apply in general courts. Meanwhile, this out-of-court settlement can be carried out by utilizing the Consumer Dispute Settlement Agency (hereinafter referred to as BPSK) as stipulated in Article 49 - Article 58 of the Consumer Protection Act.

Therefore, in principle, every consumer who is harmed, who wants to resolve consumer disputes but with a nominal scale which is considered relatively small, can be done outside the court through the Consumer Dispute Settlement Agency (BPSK), as stipulated in article 49 paragraph (1) of the Law Consumer Protection Act. Meanwhile, what is meant by the Consumer Dispute Settlement Agency is the agency tasked with handling and resolving disputes between business actors and consumers as stipulated in article 1 paragraph (11) of the Consumer Protection Act.²⁰

The Consumer Protection Act states in Article 23 "that if the manufacturing business actor and/or distributor business actor refuses and/or does not respond and/or does not fulfill compensation for consumer demands, then the consumer is given the right to sue the business actor and resolve disputes arising through the Consumer Dispute Settlement Agency (BPSK) or by submitting a lawsuit to the court at the consumer's domicile".

²⁰ *Ibid.*

c. Dispute Resolution in Court

In principle, every consumer who is harmed can sue business actors through an institution tasked with resolving disputes between consumers and business actors (BPSK) or through a judicial body at the consumer's domicile, as stipulated in article 23 of the Consumer Protection Act. If efforts have been made to resolve consumer disputes peacefully and resolve disputes through BPSK, then a lawsuit through the court can only be pursued if the attempt is declared unsuccessful by one of the parties or by the parties to the dispute.²¹

If an out-of-court effort to resolve consumer disputes has been chosen, a lawsuit through a court can only be pursued if the attempt is declared unsuccessful by one party or the parties to the dispute. This means that the settlement of disputes through the courts remains open after the parties fail to resolve their disputes outside the court, but by using the basis of the lawsuit provided for in BW (Burgerlijk Wetboek)/KUHPperdata.²²

D. Closing

Based on the discussion in the previous chapters, the conclusions in this study are as follows:

1. Legal protection for users of the Alodokter application based on Law Number 8 of 1999 concerning Consumer Protection, namely business actors must provide compensation for damage to goods that harm consumers, which can be in the form of refunds or replacement of goods of similar or equivalent value, or

health care and/or provision compensation in accordance with the provisions of the applicable laws and regulations. Compensation is carried out within a period of 7 (seven) days after the date of the transaction.

2. Legal remedies that can be taken by consumers whose accounts are affected by *auto -debit* without the user's consent, namely by peacefully resolving disputes through the process of canceling Alodokter users, resolving disputes through authorized institutions or agencies (consumer dispute resolution agencies) and resolving disputes in court.

Based on the above conclusions, the suggestions put forward in this study are as follows:

1. In conducting telemarketing, Alodokter must implement four basic consumer rights, namely the right to safety, the right to be informed, the right to choose and the right to be heard. the right to be heard).
2. Alodokter must include clear information regarding the procedure for canceling Alodokter users and making it easier to verify the deletion of Alodokter accounts, so that it doesn't harm users.

BIBLIOGRAPHY

- CNN. 2021. *AloDokter Responds to Auto Debit Cases and Can't Close Account*. September 23. Accessed December 8, 2021. <https://www.cnnindonesia.com/tehnology/20210922225325-185-698161/alodokter-t-respondi-case->

²¹ *Ibid.*

²² *Ibid.*

- auto-debit-dan-tak-bisa- Tutup-Akun.
- CoilTech. 2021. *Viral Telemarketing Alodokter Auto-debit insurance funds and difficult to cancel*. September 22. Accessed June 21, 2022. <https://kumparan.com/kumparan-tech/viral-telemarketing-alodokter-auto-debit-dana-asuransi-dan-gulung-dibatalakan-1wZtutSEaBf/2>.
- Diantha, I Made Pasek. 2016. *Normative Legal Research Methodology in Justification of Legal Theory*. Jakarta: Kencana.
- Handayani, Putu Wuri. 2020. *Concept and Implementation of Health Information Systems*. Jakarta: Rajagrafindo.
- Hutomo, Muhammad Kurniawan and Suhartana, Lalu Male Wira. 2020 "Legal Protection of Patients Using Online Health Services." *Journal of Education and development, Vol. 8 No.3*.
- Karo, Rizky and Pasaribu, Debora. 2019. "Legal Aspects of Doctor Consultation Through Online Media in Indonesia." *Tadulako Master Law Journal, Vol 3 Issue 2*.
- Marzuki, Peter Mahmud. 2005. *Legal Research, Revised Edition*. Jakarta: Kencana.
- Novianty, Dythia and Prastya, Dicky. 2021. *Viral! The Alodokter service is called auto debit and is difficult to cancel*. September 23. Accessed December 8, 2021. <https://www.voice.com/tekno/2021/09/23/090500/viral-layanan-alodokter-disebut-auto-debit-dan-juang-dicancel>.
- Rusmawati, Dianne Eka. 2013. "Legal Protection for Consumers in E-Commerce Transactions." *Fiat Justisia Journal of Law Science Volume 7 No. 2*.
- Sari, Genny Gustina and Wirman, Welly. 2021. "Telemedicine as a Health Consultation Media During the COVID 19 Pandemic in Indonesia." *Communication Journal, Volume 15 No. 1*.
- Tjoneng, Arman, Christin Septina, and Rizsal Epani. 2019. "The Authority of the Consumer Dispute Settlement Agency (BPSK) in Deciding Consumer Protection Cases (Case Study of PT. Candratex and PT. Asian Cutton with BPJS Soreang Branch)." *National Law Magazine, Number 2*.