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# Vicarious Liability in Indonesian Telemedicine: Reconstructing the Legal Status of Digital Health Platforms

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**Abstract**

The rapid expansion of telemedicine in Indonesia has transformed healthcare delivery from a facility-based model into a platform-based ecosystem in which digital health platforms directly connect patients and medical professionals. However, Indonesian health regulations continue to position digital platforms merely as electronic system providers or cooperation partners of healthcare facilities, despite their substantial operational control over healthcare services. This study examined the legal status and liability of digital health platform providers in Indonesian telemedicine services. The research employed normative juridical methods using statutory, conceptual, and comparative approaches. The findings revealed that digital health platforms simultaneously function as electronic system providers, service business actors, and personal data controllers under different regulatory regimes, while lacking explicit recognition as healthcare service providers. This regulatory fragmentation creates accountability gaps, particularly when patients suffer losses arising from telemedicine services. The study argued that liability-shifting clauses commonly used by digital health platforms are inconsistent with consumer protection principles and the doctrine of vicarious liability under Article 1367 of the Indonesian Civil Code. Accordingly, this article proposed a vicarious liability model that imposes legal responsibility on digital platforms as the controlling party over medical professionals operating under the platform's operational ecosystem, supported by co-regulation principles and integrated cross-institutional supervision.



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## Introduction

The rapid development of information and communication technology has transformed healthcare delivery systems in Indonesia. Telemedicine, which was initially designed as a service conducted between healthcare facilities, has increasingly evolved into a platform-based healthcare model that directly connects patients and medical professionals through digital applications. Indonesia ranks among the highest users of digital health applications globally, with adoption reaching 57 percent of the population (Permana et al., 2024). This transformation reflects a broader shift from facility-based healthcare, which remains the dominant orientation of Indonesian health regulation, toward platform-based healthcare operated by private digital companies (Widjaja et al., 2025). The use of digital technology in healthcare also constitutes part of the constitutional mandate under Article 28H paragraph (1) of the 1945 Constitution of the Republic of Indonesia concerning the right to healthcare and Article 28G paragraph (1) concerning the right to personal protection and security.

Indonesia has established the legal framework for telemedicine through Law Number 17 of 2023 concerning Health and Government Regulation Number 28 of 2024. Article 558 of Government Regulation Number 28 of 2024 recognizes telemedicine services conducted between healthcare facilities and between healthcare facilities and the public, either independently or in cooperation with registered Electronic System Providers. The regulatory framework indicates that telemedicine remains institutionally attached to licensed healthcare facilities. However, the operational reality of telemedicine services has developed beyond this regulatory design. Digital health platforms such as Halodoc and Alodokter operate under a direct-to-consumer model in which technology companies facilitate consultations, prescriptions, payment systems, and medical data management through integrated digital platforms. Both platforms have obtained full recommendations from the Ministry of Health through the Regulatory Sandbox mechanism and are registered as Electronic System Providers.

The primary legal issue therefore does not concern the existence of digital health platforms themselves, but rather the mismatch between their legal classification and their actual operational control over healthcare services. Although platforms formally position themselves as technology intermediaries, in practice they perform functions traditionally associated with healthcare institutions, including verifying medical professionals, determining consultation fees, managing electronic medical records, providing consultation templates, and supervising service quality (Prasetyo & Prananingrum, 2022). Despite exercising substantial operational control, the accountability structure in Indonesian telemedicine regulation remains focused primarily on medical professionals through professional disciplinary mechanisms, while digital health platforms lack an equivalent institutional accountability framework. This imbalance is further reinforced by liability-shifting clauses commonly found in platform standard agreements, which attempt to transfer legal responsibility entirely to medical professionals (Karo Karo & Pasaribu, 2019).

Several practical incidents demonstrate the urgency of this issue. In 2020, Halodoc was reportedly associated with inadequate access control over laboratory examination links that could be accessed without sufficient authentication mechanisms. Novita (2024) identified patient losses resulting from misdiagnosis in online healthcare services. Nevertheless, Indonesian courts have not yet specifically positioned digital health platforms as primary defendants in disputes involving patient harm arising from telemedicine services. Most disputes remain unresolved through formal legal mechanisms and are instead addressed internally by platforms or emerge only as public complaints

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on social media. At the same time, domestic regulation concerning the protection of sensitive medical data remains insufficient despite the enactment of the Personal Data Protection Law and Article 551 of Government Regulation Number 28 of 2024 (Tombokan et al., 2024). This condition contrasts with jurisdictions such as Singapore, the United States, and the European Union, which have established more integrated accountability and data governance frameworks for digital health platforms.

Previous studies have examined telemedicine from various legal perspectives. Nugroho (2021) discussed telemedicine liability from the perspective of legal certainty but did not examine liability-shifting clauses within consumer protection frameworks. Yuliana and Bagiastra (2021) analyzed exoneration clauses in online healthcare service agreements from the perspective of consumer protection law, while Tombokan et al. (2024) focused primarily on medical data privacy under the Personal Data Protection Law. Although these studies contributed significantly to the discourse on telemedicine regulation, they have not comprehensively addressed the fragmented legal status of digital health platforms across civil, consumer protection, administrative, and criminal law frameworks. Moreover, previous studies have not sufficiently addressed the regulatory transition from facility-based healthcare to platform-based healthcare models.

This study seeks to fill that gap by examining the legal status and obligations of digital health platforms in Indonesian telemedicine services and by proposing a vicarious liability model based on proportional responsibility and co-regulation principles. The study also evaluates the standard agreements used by Halodoc and Alodokter as practical representations of liability allocation in Indonesia's digital healthcare ecosystem.

## Methods

This study employed normative juridical research using statutory, conceptual, and comparative approaches. The statutory approach examined Indonesian laws and regulations governing telemedicine, consumer protection, electronic systems, personal data protection, and corporate liability. The conceptual approach analyzed legal doctrines and scholarly perspectives concerning platform liability, vicarious liability, consumer protection, and digital health governance. The comparative approach was used to examine regulatory frameworks in Singapore, the United Kingdom, Australia, the United States, and the European Union, as these jurisdictions have developed more established accountability mechanisms for digital health platforms that are relevant to the Indonesian context.

The primary legal materials consisted of the 1945 Constitution of the Republic of Indonesia, Law Number 17 of 2023 concerning Health, Law Number 8 of 1999 concerning Consumer Protection, Law Number 1 of 2024 concerning Electronic Information and Transactions, Law Number 27 of 2022 concerning Personal Data Protection, Law Number 1 of 2023 concerning the Criminal Code, the Indonesian Civil Code, Government Regulation Number 28 of 2024, and the standard agreements issued by Halodoc and Alodokter. Secondary legal materials included legal textbooks, journal articles, and academic publications related to telemedicine regulation and digital platform liability. The analysis was conducted through doctrinal and prescriptive legal analysis by interpreting relevant legal provisions and examining the extent to which existing regulatory frameworks correspond with the operational realities of platform-based healthcare services. The study further evaluated the validity of liability-shifting clauses and formulated a vicarious liability model based on proportional responsibility and co-regulation principles.

## Results and Discussions

### 1. Legal Position and Obligations of Digital Health Platform Providers in Telemedicine Services

The legal position of digital health platform providers in Indonesia demonstrates a fragmented and partially integrated regulatory structure. Although telemedicine services have rapidly evolved into platform-based healthcare systems, Indonesian positive law still places digital platforms merely as supporting entities within the healthcare ecosystem rather than as independent healthcare providers. This regulatory construction creates a significant discrepancy between normative arrangements and operational realities. Under Article 172 paragraph (2) of Law Number 17 of 2023 concerning Health and Articles 555 and 558 of Government Regulation Number 28 of 2024, telemedicine services are principally positioned under the authority of healthcare facilities). Digital platforms are only recognized as Electronic System Providers (ESP) that may cooperate with healthcare facilities. Consequently, the law formally maintains a facility-based healthcare model, despite the fact that telemedicine practices in Indonesia increasingly operate through direct-to-consumer (D2C) digital platforms such as Halodoc and Alodokter.

This condition reveals a normative inconsistency. The government legitimizes platform operations through regulatory sandbox mechanisms and ESP registration. On the other hand, healthcare regulations do not fully recognize such platforms as legal subjects responsible for healthcare delivery. As a result, platforms occupy a position that is operationally central but normatively peripheral. The ambiguity becomes more complex because digital health platforms simultaneously carry multiple legal statuses derived from different regulatory regimes. First, platforms function as Electronic System Providers under the Electronic Information and Transactions Law (EIT Law). Article 15 of the EIT Law obliges PSE operators to ensure system reliability, confidentiality, integrity, and availability. These obligations include cybersecurity protection, access control systems, data encryption, incident response mechanisms, and periodic security audits. Thus, platform liability is not limited to technical facilitation but extends to digital governance responsibilities.

Second, digital health platforms qualify as business actors under the Consumer Protection Law. Under Article 7 UUPK, business actors are obliged to provide accurate information, guarantee service quality, act in good faith, and compensate consumers for losses arising from service utilization. This status transforms the relationship between platform and patient into a consumer transaction relationship rather than merely a technological interaction. Third, platforms also act as personal data controllers under the Personal Data Protection Law. Since telemedicine platforms determine the purpose and control of personal health data processing, they bear legal obligations concerning lawful processing, explicit consent, data minimization, breach notification, and protection of sensitive health data. Health data constitutes specific personal data under Article 4 paragraph (2) of the Personal Data Protection Law, thereby requiring stricter protection standards compared to ordinary personal information.

The coexistence of these three legal statuses creates overlapping obligations without adequate institutional coordination. Supervision over telemedicine platforms is divided among the Ministry of Health, the Ministry of Communication and Digital Affairs, and future Personal Data Protection authorities. However, no integrated supervisory mechanism currently exists. Consequently, digital health platforms face extensive normative obligations in theory, yet enforcement remains fragmented in practice. This fragmented regulatory structure illustrates that Indonesian telemedicine governance

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still adopts a sectoral regulatory approach. Healthcare regulation focuses primarily on medical professionals and healthcare facilities, while digital governance regulation concentrates on system security and electronic transactions. The absence of an integrated framework results in what may be described as a regulatory accountability gap, namely a situation where operational authority exercised by platforms is not followed by proportional legal accountability.

Comparative analysis demonstrates that several jurisdictions have adopted a more integrated approach toward platform accountability. Singapore, through the Healthcare Services Act 2020, explicitly categorizes telemedicine operators as licensed healthcare service providers subject to direct Ministry of Health supervision. Similarly, the United Kingdom places digital healthcare providers under the supervision of the Care Quality Commission, enabling inspection, licensing control, and administrative sanctions. Australia adopts a shared responsibility framework through the Australian Medical Board's Telehealth Guidelines, which distributes obligations among healthcare facilities, medical professionals, and telehealth operators. Meanwhile, the European Union combines data governance and platform accountability through the General Data Protection Regulation (GDPR) and Digital Services Act (DSA) using a co-regulation model.

Compared with those jurisdictions, Indonesia remains relatively conservative because it continues to classify digital health platforms merely as technological facilitators. This approach no longer reflects the operational realities of modern telemedicine, where platforms actively shape healthcare delivery mechanisms. The inconsistency becomes particularly evident in the legal relationship between platforms and medical practitioners. In practice, doctors register directly with platforms by submitting professional documents such as Practice Licenses and Registration Certificates. Once approved, doctors may immediately provide teleconsultation services through the platform system. However, the healthcare facilities listed in doctors' practice licenses frequently have no operational involvement in telemedicine services conducted through the platform.

Normatively, Articles 263 and 264 of the Health Law and Article 682 paragraph (2) of Government Regulation Number 28 of 2024 establish that doctors' practice licenses validity is limited to specific practice locations. Consequently, if telemedicine consultations occur through platforms not formally registered as healthcare facilities, the legality of such medical practice becomes questionable.

This condition demonstrates that telemedicine platforms have effectively assumed functions traditionally attached to healthcare institutions, including practitioner verification, consultation management, pricing systems, medical record management, and service quality supervision. Nevertheless, legal accountability mechanisms remain centered on individual medical practitioners. Such imbalance creates legal uncertainty regarding liability distribution whenever patients suffer losses due to telemedicine services.

## 2. Ideal Model of Legal Liability for Digital Health Platform Providers

The complexity of digital health platform operations requires a multidimensional liability framework. A single legal regime is insufficient to address disputes arising from telemedicine services because platform activities simultaneously involve contractual relations, consumer protection, data governance, and potential criminal liability. Analysis of the terms and conditions of Halodoc and Alodokter indicates the presence of liability-shifting clauses intended to exempt platforms from responsibility for medical negligence committed by partner medical professional. These clauses generally position the platform merely as a technological intermediary rather than a healthcare provider, thereby creating an artificial separation between platform operations and the medical

services delivered through them. From a civil law perspective, these clauses potentially conflict with the doctrine of vicarious liability under Article 1367 of the Indonesian Civil Code. This doctrine establishes liability for parties exercising control or supervision over others. In digital platform operations, the control test becomes the central instrument in determining whether platforms exercise sufficient authority over medical practitioners. Platforms determine consultation fees, manage communication systems, supervise service quality, regulate platform access, establish operational standards, and control electronic medical record storage.

Therefore, although the contractual framing labels doctors as independent partners, the substantive relationship reflects the principal-agent structure characteristic of vicarious liability, in which the platform exercises sustained control over the manner, time, place, and quality of medical service delivery. The doctrine of corporate negligence further reinforces platform accountability under the vicarious liability framework. Platforms may be considered institutionally negligent when they fail to establish adequate supervision systems, security standards, verification procedures, or patient protection mechanisms. Thus, liability should not solely depend on direct medical malpractice but also on institutional failures in governance and risk management. In this construction, vicarious liability becomes the primary doctrinal anchor that places platforms as the responsible party for the conduct of medical practitioners operating under their operational ecosystem, while corporate negligence captures the institutional failures that independently give rise to platform liability.

Under consumer protection law, liability-shifting clauses potentially violate Article 18 paragraph (1) of the Consumer Protection Law, which prohibits business actors from transferring legal responsibility to consumers through standard agreements. Article 18 paragraph (3) declares such clauses null and void by law. Consequently, clauses excluding platform liability in Halodoc and Alodokter standard agreements have no legal effect. The contra proferentem doctrine further strengthens this analysis by requiring any ambiguity in standard contracts to be interpreted in favor of the non-drafting party, namely the consumer. Furthermore, telemedicine consumers have a structurally weaker bargaining position. Patients generally cannot negotiate platform agreements, technical standards, or dispute resolution mechanisms. Limitation of liability clauses in online healthcare platforms have the potential to harm consumers, particularly in cases of misdiagnosis. Therefore, legal protection must prioritize substantive equality, not just procedural agreements. Standards for digital contracts should be measured against parameters of substantive balance, not simply formal compliance with contract validity requirements.

Administrative liability also plays an essential role within the vicarious liability framework. As Electronic System Providers and personal data controllers, telemedicine platforms are legally obligated to maintain cybersecurity and protect sensitive health information. Data leakage incidents, such as publicly accessible laboratory result links reported in 2020, demonstrate that failures in digital governance may directly endanger patient privacy rights. The Personal Data Protection Law provides a range of administrative sanctions, including written warnings, temporary suspension of data processing activities, deletion orders, and administrative fines reaching up to two percent of annual revenue. However, enforcement remains weak due to fragmented institutional authority and limited supervisory coordination, leaving substantive accountability gaps within Indonesia's digital health governance. These enforcement gaps highlight the importance of doctrinal reinforcement through vicarious liability and legal protection principles, both of which serve as relevant normative frameworks for high-risk services by imposing responsibility on the controlling entity.

The enactment of the new Indonesian Criminal Code under Law Number 1 of 2023 also expands the possibility of corporate criminal liability that complements the vicarious liability

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framework. Articles 45–48 recognize corporations as criminal subjects and establish liability where crimes occur within corporate activities, benefit the corporation, or result from failure to prevent unlawful conduct. Consequently, digital health platforms may potentially face criminal sanctions when systemic negligence causes serious harm to patients. The criminal liability scheme reinforces the civil vicarious liability framework by criminalizing the most serious instances of platform negligence, particularly those involving large-scale patient harm or systematic disregard of duty of care. Based on these findings, this study proposes a vicarious liability model as the ideal framework for digital health platform accountability in Indonesia. Under this model, the platform is held primarily liable as the controlling principal over medical practitioners operating under its operational ecosystem. The control test under Article 1367 of the Indonesian Civil Code becomes the central mechanism for triggering platform liability, given that platforms determine the operational framework within which medical services are delivered. Medical practitioners remain individually accountable for clinical judgment errors that fall outside the platform's operational control, but the platform bears institutional responsibility for the governance environment that shapes the manner of service delivery.

This model is more compatible with contemporary telemedicine realities than the conventional approach that concentrates liability solely on medical practitioners. By recognizing the platform as the controlling principal, the model addresses the operational reality that platforms no longer function merely as passive intermediaries but actively organize healthcare delivery structures and influence service quality. To support this framework, Indonesia requires a co-regulation approach combining state regulation with industry participation. Regulatory authorities should establish minimum operational standards, while platforms participate in implementing technical governance mechanisms. Such an approach reflects developments within the European Union under the Digital Services Act framework.

Additionally, Indonesia requires a specialized digital health dispute resolution mechanism (*e-Health Dispute Resolution*) capable of resolving telemedicine disputes more efficiently than conventional litigation. This mechanism should involve healthcare authorities, consumer protection institutions, and data protection agencies through an integrated supervisory framework. Ultimately, telemedicine regulation in Indonesia must shift from a facility-centered paradigm toward a platform accountability paradigm grounded in vicarious liability. Without such transformation, legal regulation will continue lagging behind technological realities, thereby weakening patient protection and creating persistent accountability gaps within digital healthcare services.

## Conclusion

This study demonstrates that the development of telemedicine services in Indonesia has transformed digital health platforms from merely technological intermediaries into entities that substantially organize healthcare delivery. However, the current Indonesian regulatory framework has not fully accommodated this transformation. Existing regulations continue to position digital platforms as supporting partners of healthcare facilities, despite the fact that platforms increasingly exercise operational control over consultation systems, medical professional verification, service standards, pricing mechanisms, and patient data management. This regulatory mismatch has contributed to an accountability gap in which platforms possess significant operational authority without proportional legal responsibility. The study contributes to the development of health law and digital governance discourse by proposing a vicarious liability framework for telemedicine services in Indonesia. Unlike conventional approaches that concentrate liability primarily on medical practitioners, this model distributes responsibility proportionally according to the degree of control exercised by each actor.

Medical professionals remain responsible for clinical judgment, while platforms bear institutional responsibility for system reliability, governance standards, consumer protection, and personal data security. Through this framework, the study offers a more adaptive legal model capable of responding to the structural shift from facility-based healthcare toward platform-based healthcare.

This study also highlights the necessity of transitioning from fragmented sectoral regulation toward an integrated co-regulation model involving healthcare authorities, digital governance institutions, and data protection agencies. Such an approach is essential to strengthen patient protection, improve regulatory certainty, and establish more effective accountability mechanisms within Indonesia's digital healthcare ecosystem. Nevertheless, this research has several limitations. First, the study primarily employs a normative juridical approach and therefore does not comprehensively examine empirical experiences of patients, medical practitioners, or platform operators in dispute resolution practices. Second, the analysis focuses mainly on the legal frameworks governing major Indonesian telemedicine platforms and may not fully represent the diversity of digital healthcare business models currently emerging in Indonesia. Third, comparative analysis is limited to selected jurisdictions and does not exhaust all possible international regulatory approaches. Future research is therefore recommended to explore empirical dimensions of telemedicine disputes, including patient protection effectiveness, judicial interpretation of platform liability under the vicarious liability framework, and regulatory enforcement practices. Further studies may also examine the integration of artificial intelligence, algorithmic decision-making, and cross-border telemedicine services within Indonesia's evolving digital health governance framework.

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