MEDICAL NEGLIGENCE CASES FROM THE PERSPECTIVE OF THE CONSUMER PROTECTION ACT 1999

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ABSTRACT

The presence of the Consumer Protection Act 1999 (*Undang-undang Nomor 8 tahun 1999 tentang Perlindungan Konsumen)* has changed the way the people look at the doctor-patient relationship. In the past, relationship between doctor and patient was only viewed as fiduciary relationship, but after the enactment of this Act some people look at it as a kind of commercial relationship. If patients were considered as consumers, any action causing damage upon the patients would subject to related legal provisions available in the Consumer Protection Act 1999. Even though claim for compensation can be carried out based on the mentioned Act however the tendency to refer to the Consumer Protection Act 1999 for settling medical negligence cases in Indonesia is still very low. It is interesting to know why the patients seem to be reluctant to employ that Act in pursuing damages. This paper will elaborate the effectiveness of the Consumer Protection Act 1999 in settling medical negligence cases in Indonesia.

Keywords: Fiduciary Relationship, Commercial Relationship, Consumer Protection, Medical Negligence Cases

A. THE ISSUE OF CONSUMER PROTECTION

In line with the growth of human rights protection issue, concern on consumer protection in many countries also increases (H.E. Saefullah, 2000:43). This progress has resulted in the emergence of what so-called Consumer Law or more specific Consumer Protection Law.

Consumer protection law emerged basically for protecting the rights of consumer in dealing with business operator (producer). In consumer-producer relationship, the position of consumer is always weak compared to the producer for which they need protection from the state. In the words of Dedi Herianto, the importance role of the state to grant protection upon the consumer is laid down on the basis that the consumer and the producer stand in imbalance position to one another. In most cases the position of producer is economically higher than the consumer (Herianto, 2010:14). According to Dedi Herianto, the fact that the consumers are very

much dependent on the product provided by the producer has weaken the bargaining position of the consumer against the producer (Herianto, 2010:14). While Sri Redjeki Hartono opines that the weakness of the consumer's position in front of the producer is justified by the fact that the process of production of goods and services (in every level) runs completely depending on the decision of the producer, no room for consumer's intervention (Hartono, 2000:37).

According to Sri Redjeki Hartono as quoted by Abdul Halim Barkatullah, legal protection upon consumers becomes very important not only because the consumers have rights which are universal in nature, but they also have rights which are more specific in term of the situation or condition (Barkatullah, 2010:1). According to Karen S. Fishmen, as quoted by Abdul Halim Barkatullah, when a state enters into the stage of what so-called welfare state, the need of intervention by the government through the establishment of regulation which provides protection for the weak party is very strong *(Ibid)*. In this period, the state begins to pay attention among other thing on the interest of labors, consumers, small business, and environment (Barkatullah, 2010:1).

Oughton and Lowry, as referred by Abdul Halim Barkatullah, look at Consumer Protection Law as the special modern phenomenon of the twentieth century (Barkatullah, 2010:2). In some countries including Indonesia, Consumer Protection Law constitutes a relatively new subject matter. Just in 1999 this field was formally developed when the Government of the Republic of Indonesia enacted a specific rule concerning the issue of consumer protection namely *Undang-undang Republik Indonesia Nomor 8 tahun 1999 tentang Perlindungan Konsumen* (the Consumer Protection Act 1999 or further called the CPA 1999). The enactment of the CPA 1999 signed the emergence of the Consumer Protection Law in Indonesia.

It by no means that before 1999 there were no legal rules which provided protection of the rights of consumers at all, however the regulations in question were no more sufficient to accommodate the developing need of consumer protection in modern time. Hence the emergence of the CPA 1999 constitutes a significant progress in the development of the subject matter of Consumer Protection Law in Indonesia. The objectives of the establishment of the CPA 1999 as mentioned in Section 3 are as follows:

a. To improve the awareness, ability and independence of the consumers to protect themselves;
b. To enhance the integrities and values of the consumers by avoiding negative excess of using goods and services;
c. To improve the ability of the consumers to select, determine and insist their rights as consumer;
d. To create a consumer protection system containing legal certainty and information transparency as well as access to information;

e. To create producers' awareness on the importance of consumer protection which encourage them to be honest and responsible in running their business;
f. To improve the quality of goods and/or services which ensures the sustainability of the production of goods and/or services as well as health, comfort, safety and security of the consumers.

It is important to be noted here that one of the objectives of the establishment of the CPA 1999 as stated in point 'e' above is to create producer's awareness on the importance of consumer protection. This is in line with the change of consumer protection paradigm from the notion that consumer protection is the responsibility of the consumers themselves to the notion that consumer protection is the responsibility of the producer. The former is influenced by the doctrine of *caveat emtor* (Latin: means let the consumer beware), while the later is influenced by the doctrine of *caveat venditor* (Latin: means let the producer beware) (Anonim, http://en.wikipedia.org/wiki/Caveat_emptor). By the virtue of the doctrine of *caveat venditor* the producers are insisted not only to be concerned on but also be responsible for protecting the consumers.

According to Section 1 (1) of the CPA 1999, consumer protection is all efforts to ensure legal certainty in providing protection upon the consumers. The CPA 1999 defines the consumer as every individual who uses goods and/or services available in the society, either for the benefit of himself, family members, other people, or other living creatures and which are not for the purpose of trading.

Consumer protection is employed by protecting consumers' rights. Rights of consumers as determined in Section 4 of the CPA 1999 are as follows:

1. Right to get convenience, safety, and security in consuming goods and/or service;
2. Right to choose goods and/or services, and to get the mentioned goods and/or services in accordance with exchange value and condition as well as the promised guaranty;
3. Right to obtain correct, clear, and honest information about to the condition and guaranty of the goods and/or services;
4. Right to be heard in expressing opinion and complaint against goods and/or services they used;
5. Right to obtain proper advocacy, protection, and settlement in the consumer dispute;
6. Right to obtain education on consumer issue;
7. Right to receive proper and honest and non discriminatory treatment and service;
8. Right to obtain compensation, damages, and/or substitution if goods and/or services received were not in accordance with the agreement or different from the request;
9. Rights as determined in other legislations.

On the other side, according to Section 7 of the CPA 1999, the producers (business

operators) are bound by several obligations upon their patients as follows:

a. To act in good faith in conducting the business;
b. To provide correct, clear, and honest information about the condition and guaranty of the goods and/or services and to provide explanation on the way to use, repair and maintain;
c. To treat and serve the consumers properly, honestly and non discriminatively;
d. To provide guaranty of goods and/or services complying with the prevailing standard on goods/or services;
e. To allow the consumer to test or try particular goods and/or services and granting guaranty for the goods and/or services their produce or trade;
f. To provide compensation, damages, and/or substitution for damage resulted from the usage of the goods and/or services being traded;
g. To provide compensation, damages, and/or substitution if the goods and/or services received or used aren't match with the agreement.

The CPA 1999 determines that producers (business operators) are responsible to pay damages for destruction, pollution, and/or damage suffered by consumers resulted from consuming goods and/or services which are produced or traded. Damages can be in the form of refund or the substitution of goods and/or services of the same type or has equal value, health care and/or financial subsidy in accordance with the prevailing regulation. According to Section19 of the CPA 1999 damages should be paid within seven days since the date of transaction. Furthermore, it is ruled that the payment of damages as mentioned above will never close the possibility for running criminal prosecution if proved that the element of fault is found.

To succeed its mission in granting protection upon the consumers, the CPA 1999 introduces three institutions as follows:

1. National Commission of Consumer Protection *(Badan Perlindungan Konsumen Nasional/BPKN)*

National Commission of Consumer Protection, according to Section 32 of the CPA 1999, is established in order for developing efforts on consumer protection. It is located in the capital city and directly responsible upon the President of the Republic of Indonesia. According to Section 33 of the CPA 1999 its function is to give advice upon the government in developing consumer protection in Indonesia. In order to run its function, the National Commission of Consumer Protection according to Section 34 of the CPA 1999 has several tasks as follows:

a. To give advice and recommendation upon the government for making policy on consumer protection;
b. To conduct research and study on existing legislations concerning consumer protection;
c. To conduct research toward goods and/or services relating to the consumer security;

d. To encourage the development of private consumer protection institution;
e. To spread information on consumer protection through media and socialize pro consumer stand;
f. To receive report on consumer protection from society, private consumer protection institution, or business operator;
g. To conduct survey relating to the consumer need.

2. Private Consumer Protection Institution *(Lembaga Perlindungan Konsumen Swadaya Masyarakat/LPKSM)*

Responsibility to implement consumer protection is on the hand of the government, business operator as well as the society. The government acknowledges and even encourages the establishment of private consumer protection institution. Since the awareness of the consumers upon their rights is very weak, the role of NGOs to implement consumer protection becomes very important in Indonesia. Private Consumer Protection Institution, according to Section 44 of the CPA 1999, runs several tasks as follows:

a. To spread information in order to increase awareness on right and obligation as well as carefulness of the consumers in consuming goods and/or services;
b. To give advice upon the consumer who in need;
c. To cooperate with related institutions in realizing consumer protection;
d. To help the consumers in obtaining their rights including receiving report and complaint from consumers;
e. To run supervision upon the implementation of consumer protection hand in hand with the government and the society.

3. Consumer Dispute Settlement Commission *(Badan Penyelesaian Sengketa Konsumen/BPSK)*.

Consumer Dispute Settlement Commission is established by the government to settle dispute arising between consumer and business operator (producer) which is technically known as *sengketa konsumen* (consumer dispute). This commission is available in every district. The commission facilitates the disputing party to settle their dispute outside the court. Settlement is carried out through the mechanism of either mediation or arbitration or conciliation. In settling a dispute, the commission makes a committee consisting of at least three members representing the government, business operator and private consumer protection institution. Besides, the commission also provides consultation on consumer protection. The commission has authority to impose administrative sanction upon the producer who has violated the CPA 1999.

Decision must be made within 21 days since the suit received by the commission. The BPSK's decision must be implemented by the business operator in question within 7 days since the decision is made. The disputing parties may propose the objection against that decision within 14 days after receiving the decision. In case the business operator makes

no objection within 14 days, it will be concluded that the decision is well accepted.

B. IS PATIENT CONSIDERED AS CONSUMER?

Health consumer is a new term used to call those receiving health services (especially medical services) from medical doctors or hospitals hence it is synonymous with the term patient which has been commonly used for a long time. That term was introduced by consumer protection activists and become more popular after the enactment of the CPA 1999. The use of the term health consumer for health care receiver has created controversy in the society. Many people agree and many others are reluctant with the idea to put patient under the coverage of the concept of consumer.

Is patient considered as consumer? Is it appropriate to qualify patient as consumer? There are two different opinions to deal with that question. Most doctors in Indonesia disagree with the opinion equalizing patient with consumer. They are reluctant to be considered as producer (business operator) standing up face to face with their patients (consumers). It is not comfortable for doctor to involve in a kind of commercial transaction with their patients. Even though there is a payment from the patient for medical service the patient enjoys, doctors prefer to look at their job as a social & humanistic effort (to help the patient) rather than a kind of trading or a business. Moreover, advertisement which is inherent and becomes a crucial part in business world is ethically and legally prohibited for medical services.

Different from other businesses, there will never be a warranty for medical services. The nature of medical contract is what so-called *inspanning verbintenis*, not *resultaat verbintenis*. Doctors are only obliged to show their best effort in performing medical treatment and not responsible with the result (outcome) of the medical treatment in question.

Consumers of goods or other services are always free to choose with whom they intend to make a transaction, while in medical profession sometimes (in emergency situation) the doctors are bound with the obligation to give emergency care upon the patients without their consent. These all prove that the nature of doctor-patient relationship is not fit with the concept of commercial transaction which is always supported by the elements of offer and acceptance.

In other side, for particular persons or NGO's who concern with the issue of consumer protection, patient is considered as a consumer and not different from other consumers. For them, relationship between doctor and patient is seen as a kind of commercial transaction where the doctor provides medical service for which the patient agrees to pay. Moreover, the operation of health services or more specific medical services tends to be industrialized. In recent era, many hospitals are operated as business enterprises which seriously concern on gaining profit. In fact, the costs of particular medical services are very

expensive and many people cannot afford it. There is a well known cynical proverb for criticizing this situation in Indonesia namely *"Orang Miskin Dilarang Sakit"* means the Poor is prohibited to be sick.

The industrialization of medical services has made hospital becoming profitable business and medical profession becoming the most favorite career for young generations. May be the following statement is suitable, "if you become a doctor you will be a rich person, and if you own a hospital you will be richer". These all prove that in modern time doctor and patient has entered into what so-called commercial relationship. In this type of relationship, the position of patient is just like a consumer in front of health care providers (individual doctor or hospital).

How do the patients look at this issue? For patients, it is basically not a crucial thing whether he is actually a consumer or not. The most important thing for them is to be healthy and for this reason they agree to spend much money. However, patients realize that it is not the portion of the doctor to heal them from their illness since it is the portion of Allah the Almighty, hence their interest is limited on nothing more than expecting that the doctor will exercise his best effort in curing their illness. It is sufficient for the patients if the treatment carried out by the doctor comply with the standard of care. Even, it is still tolerable when the treatment carried out by the doctor falls below the standard of care as far as it did not caused damage upon the patient. Moreover most patients do not understand about and seems becoming ignorant with what known as standard of care. Problem will arise when patient suffers from damage resulted from medical treatment he received from the doctor.

Outside from the controversy above, there are several evidences that the opinion which qualifies patients as consumers is in fact surprisingly supported by the authoritative opinions. First, the CPA 1999 acknowledges rights of consumers determined in other legislations including the Health Act 1992 (already replaced by the Health Act 2009). Both the Health Act 1992 and the Health Act 2009 basically talk about the rights of patients. It can be concluded that the CPA 1999 puts patients under the category of consumer. The second evidence comes from the Indonesian Medical Association *(Ikatan Dokter Indonesia/ IDI)*. The Indonesian Medical Association has ever held a seminar entitled *"Perlindungan Konsumen Pelayanan Kesehatan"* (the Protection of Health Consumer) (Chrisdiono M. Achadiat, http://www.tempo.co.id/medika/arsip/092002/top-1.htm). This fact proves that the Indonesian Medical Association has accepted the opinion qualifying patients as consumers.

C. LEGAL PROTECTION FOR THE HEALTH CONSUMER

Provided the patient is considered as consumer, the rights of patients as determined either in *Undang-undang Republik Indonesia Nomor 36 Tahun 2009 Tentang Kesehatan*

(Health Act 2009) or *Undang-undang Republik Indonesia Nomor 29 Tahun 2004 Tentang Praktik Kedokteran* (Medical Practice Act 2004) are relevant.

The rights of patients according to the Health Act 2009 are as follows:

1. Right to be healthy;
2. Right to get access on health resources;
3. Right to get safe, quality and affordable health services;
4. Right to independently determine the necessary health services;
5. Right to live in healthy environment;
6. Right to get balance and responsible health information and education;
7. Right to get information on self health condition including the given and proposed treatment;
8. Right to get emergency care;
9. Right to accept or to refuse partially or entirely the proposed medical treatment;
10. Right to confidential health information;
11. Right to insist on compensation.

While the rights of patients according to the Medical Practice Act 2004 are as follows:

1. Right to get complete information about the proposed medical treatment;
2. Right to ask for opinion from different doctor;
3. Right to get necessary medical service;
4. Right to refuse medical treatment;
5. Right to get the content of the medical record;

Section 58 of the Health Act 2009 highlights the right of patient to insist on compensation if the health service he received has caused damage upon him. Claim for damages can be carried out through the mechanism of civil suit. Violation of the patient's right to get emergency care as determined in Section 32 and 85 of the Health Act 2009 can bear criminal liability. The chief of health care provider (hospitals, etc) and the doctor in practice will be criminally liable if they refuse to give emergency care upon the emergency patient. According to Section 190 of the Health Act 2009 refusing to give emergency care is considered as an offense and subject to maximally 2 years of imprisonment and fine of maximally 200 million rupiahs.

To deal with the issue of patient protection, the Medical Practice Act 2004 introduces a body which has authority to receive complaints from patients called *Majlis Kehormatan Disiplin Kedokteran Indonesia (MKDKI)*. MKDI is an autonomous organ under Indonesian Medical Council *(Konsil Kedokteran Indonesia/KKI)*. MKDKI concerns only on the issue of the violation the disciplinary rules. In case in the examination process it is found that the doctor has violated the disciplinary rules, MKDKI may impose disciplinary sanction in

the form of either written probation, recommendation for license withdrawal and/or obligation to follow particular medical education or training. If in the examination process it is found that the violation of ethical rule occurred, the complaint will be delivered to Indonesian Medical Association. Violation of ethical rules will be examined by an adjudicating body known as *Majlis Kehormatan Etika Kedokteran (MKEK)*. MKEK is an autonomous organ under the Indonesian Medical Association which has authority to examine the violation of the Indonesian Code of Medical Ethics (*Kode Etik Kedokteran Indonesia/ KODEKI)*. The mechanism of internal accountability through MKDKI will not erase the right of patients to propose either civil or criminal liability upon the doctor.

D. THE SETTLEMENT OF CONSUMER DISPUTE

The CPA 1999 provides two ways for settling a consumer dispute that are in court settlement (litigation) and out of court settlement (non litigation). The unsatisfied consumer may freely choose either litigation or non litigation way to settle his complaint. In case litigation way is opted, the case will be brought to either civil court or criminal court depending on the nature of the wrong committed by the complained producer. If the mentioned consumer prefers to solve the problem through non litigation way, the case can be brought to Consumer Dispute Settlement Body *(Badan Penyelesaian Sengketa Konsumen/BPSK)*.

In BPSK, the dispute will be settled through three possible mechanisms namely arbitration, conciliation, or mediation. If the consumer wins the case, BPSK may impose administrative sanction in the form of compensation of maximally 200 million rupiahs upon the producer.

Beside through BPSK, claim for compensation can also be made through civil court. The consumer may sue the producer in civil court on the basis of having committed *onrechtmatige daad* as ruled in Section 1365 of the Indonesian Civil Code. *Onrechtmatige daad* is a technical term for a kind of civil wrong other than breach of contract *(wan prestasi)*. It is probably match with what known in Common Law as tort.

Criminal liability can also be held for the producer who has caused harm upon the consumer. According to Section 62 (3) of the CPA 1999, upon any violation which caused serious injury, serious illness, permanent disability, or death the relevant criminal provision will prevail. Relevant criminal provisions can be found in the Indonesian Penal Code *(Kitab Undang-undang Hukum Pidana/KUHP)*. Causing serious injury or even death renders the producer subjecting to imprisonment as ruled in Section 359 and 360 of the Indonesian Penal Code. Additional punishments can also be imposed upon the offender by the judges. According to Section 63 of the CPA 1999, additional punishments can be in the form of:

- Confiscation of certain property;

- Publicity of court decision;
- The payment of compensation;
- The instruction to stop certain activities resulting damage suffered by the consumer;
- The obligation to pull out circulated product; and
- Revocation of business permit.

E. INDONESIAN PERSPECTIVE ON MEDICAL NEGLIGENCE CASES

As already mentioned that for the patients, it is basically not a big deal whether they are considered as a consumer or not. The most important thing for them is to be healthy and for this reason they agree to pay medical services they enjoyed. It is realized that healing is not in the hand the doctor but in the hand of Allah Almighty, hence what the patients expect from the doctor is his best effort to cure their illness. It is sufficient for the patients if the treatment carried out by the doctor comply with the standard of care. Even it is still tolerable when the treatment carried out by the doctor falls below the standard of care as far as it did not caused damage upon the patient. Moreover most patients do not understand about and seems becoming ignorant with the standard of care.

Problem will arise when the patients suffer from damage resulted from medical treatment they received from the doctor. In Indonesia, the patients usually will express their disappointment previously by making a complaint upon the doctor in question and can proceed to be a legal action or not very much depends on the response of the mentioned doctor. If the patient is satisfied with the response of the doctor the problem is solved and no legal case will arise, however if the patient is dissatisfied he will take legal action against the doctor. In Indonesia, dispute arising between doctor and patient is technically known as *kelalaian medik* or *malpraktik medik* (each translated from English words: medical negligence and medical malpractice).

F. CONCLUSION

The Consumer Protection Act 1999 acknowledges patients as consumer for which the Act provides legal protection upon the patients. The patients who suffer from damage because of medical service they received are under coverage of the legal protection provided by the Act. According to Section 45 of the CPA 1999, the patients who suffer from damage may sue the producer (doctor/hospital) through *Badan Penyelesaian Sengketa Konsumen (BPSK)* or through the court. *Badan Penyelesaian Sengketa Konsumen (BPSK)* is recommended for those intending to settle the dispute through a non litigation way. In *Badan Penyelesaian Sengketa Konsumen (BPSK)*, the disputing parties are allowed to choose settlement mechanism either through arbitration, conciliation, or mediation.

Based on that rule, health consumers or patients are granted the right to pursue damages whenever they suffer from damage due to health/medical services they received.

Even though claim for compensation can be carried out based on the Consumer Protection Act 1999 in fact, since being promulgated around 12 years ago, the tendency to refer to the Consumer Protection Act 1999 for settling medical negligence cases in Indonesia is still very low. It seems that the patients are reluctant to deal with BPSK in settling the medical dispute they involve in. This is because the patients are not familiar with BPSK. Most patients think that BPSK only deals with consumer dispute and not suitable for medical negligence cases. Patients in Indonesia are more familiar with MKDKI and MKEK as a mechanism for settling medical dispute rather than BPSK. Even both MKDKI and MKEK are not preferable for the patients since they do not provide compensation. It seems that in court settlement mechanism (litigation) still becomes the most favorite way for settling medical negligence cases in Indonesia.

REFERENCES

A. BOOKS, ARTICLES, PAPERS

Husni Syawali & Neni Sri Imaniyati (ed), *Hukum Perlindungan Konsumen*, Bandung: Mandar Maju, 2010.

Abdul Halim Barkatullah, *Hak-Hak Konsumen*, Bandung: Nusa Media, 2010.

Dedi Harianto, *Perlindungan Hukum Bagi Konsumen Terhadap Iklan Yang Menyesatkan*, Bogor: Ghalia Indonesia, 2010.

Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen*, Jakarta: Sinar Grafika, 2009.

M. Sofyan Lubis, *Mengenal Hak Konsumen dan Pasien*, Yogyakarta: Pustaka Yustisia, 2009.

M. Sofyan Lubis & Muhammad Harry, *Hak-hak Konsumen dan Pasien dalam Hukum Indonesia,* Yogyakarta: Liberti, 2008

Ahmadi Miru & Sutarman Yodo, *Hukum Perlindungan Konsumen*, Jakarta: Rajawali Pers, 2004

Anonym, "What is Consumer Law", retrieved from http://www.wisegeek.com/what-is-consumer-law.htm, on September 09, 2011 at 06.00 am.

Anonym, "Consumer Law", retrieved from http://www.consumerlaw.co.uk/Consumer_-Law.htm, on September 09, 2011 at 06.00 am.

Chrisdiono M. Achadiat, "Pasien sama dengan Konsumen?" retrieved from http://www.tempo.co.id/medika/arsip/092002/top-1.htm, on September 09, 2011 at 06.00 am.

Clarence, "Apakah Pasien itu Konsumen", retrieved from http://www.hs3s.multiply.com/journal/item/171/Apakah_pasien_itu_konsumen, on September 09, 2011 at 06.00 am.

Wisnu Widiastuti, "Penerapan Undang-undang No 8 Tahun 1999 Tentang Perlindungan Konsumen terhadap Hubungan Hukum Dokter dengan Pasien", retrieved from http://eprints.undip.ac.id/12838 , on September 09, 2011 at 06.00 am.

Febry Liana, "Tanggung Jawab Profesi Dokter dalam Praktik Medik terhadap Perlindungan

Konsumen”, retrieved from http://www.eprints.lib.ui.ac.id/538 , on September 09, 2011 at 06.00 am.

“Caveat Emtor” retrieved from http://en.wikipedia.org/wiki/Caveat_emptor , on September 09, 2011 at 06.00 am.

B. LEGISLATIONS:

Indonesian Civil Code *(Kitab Undang-undang Hukum Perdata)*

Indonesian Penal Code *(Kitab Undang-undang Hukum Pidana)*

Consumer Protection Act 1999 *(Undang-undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen)*

Health Act 2009 *(Undang-undang Republik Indonesia Nomor 36 Tahun 2009 Tentang Kesehatan)*

Medical Practice Act 2004 *(Undang-undang Republik Indonesia Nomor 29 Tahun 2004 Tentang Praktik Kedokteran)*

Government Decree Number 57 Year 2001 about National Commission on Consumer Protection (Peraturan Pemerintah Republik Indonesia Nomor 57 Tahun 2001 Tentang Badan Perlindungan Konsumen Nasional)

Government Decree Number 59 Year 2001 about Private Consumer Protection Institution (Peraturan Pemerintah Republik Indonesia Nomor 59 Tahun 2001 Tentang Lembaga Perlindungan Konsumen Swadaya Masyarakat)