
Academia Open



By Universitas Muhammadiyah Sidoarjo

Academia Open

Vol. 11 No. 1 (2026): June
DOI: 10.21070/acopen.11.2026.13544

Table Of Contents

Journal Cover	1
Author[s] Statement	3
Editorial Team	4
Article information	5
Check this article update (crossmark)	5
Check this article impact	5
Cite this article.....	5
Title page	6
Article Title	6
Author information	6
Abstract	6
Article content	7

Originality Statement

The author[s] declare that this article is their own work and to the best of their knowledge it contains no materials previously published or written by another person, or substantial proportions of material which have been accepted for the published of any other published materials, except where due acknowledgement is made in the article. Any contribution made to the research by others, with whom author[s] have work, is explicitly acknowledged in the article.

Conflict of Interest Statement

The author[s] declare that this article was conducted in the absence of any commercial or financial relationships that could be construed as a potential conflict of interest.

Copyright Statement

Copyright © Author(s). This article is published under the Creative Commons Attribution (CC BY 4.0) licence. Anyone may reproduce, distribute, translate and create derivative works of this article (for both commercial and non-commercial purposes), subject to full attribution to the original publication and authors. The full terms of this licence may be seen at <http://creativecommons.org/licenses/by/4.0/legalcode>

Academia Open

Vol. 11 No. 1 (2026): June
DOI: 10.21070/acopen.11.2026.13544

EDITORIAL TEAM

Editor in Chief

Mochammad Tanzil Multazam, Universitas Muhammadiyah Sidoarjo, Indonesia

Managing Editor

Bobur Sobirov, Samarkand Institute of Economics and Service, Uzbekistan

Editors

Fika Megawati, Universitas Muhammadiyah Sidoarjo, Indonesia

Mahardika Darmawan Kusuma Wardana, Universitas Muhammadiyah Sidoarjo, Indonesia

Wiwit Wahyu Wijayanti, Universitas Muhammadiyah Sidoarjo, Indonesia

Farkhod Abdurakhmonov, Silk Road International Tourism University, Uzbekistan

Dr. Hindarto, Universitas Muhammadiyah Sidoarjo, Indonesia

Evi Rinata, Universitas Muhammadiyah Sidoarjo, Indonesia

M Faisal Amir, Universitas Muhammadiyah Sidoarjo, Indonesia

Dr. Hana Catur Wahyuni, Universitas Muhammadiyah Sidoarjo, Indonesia

Complete list of editorial team ([link](#))

Complete list of indexing services for this journal ([link](#))

How to submit to this journal ([link](#))

Academia Open

Vol. 11 No. 1 (2026): June
DOI: 10.21070/acopen.11.2026.13544

Article information

Check this article update (crossmark)



Check this article impact (*)



Save this article to Mendeley



(*) Time for indexing process is various, depends on indexing database platform

Civil Liability of Medical Personnel for Malpractice in Digital Health Services (Telemedicine): Analysis of Health Law and Civil Law

Ronny Chen Indra Nata Kesuma, ronnychen@student.uniska-kediri.ac.id (*)
Faculty of Law, Islamic University of Kadiri, Indonesia

Khayatudin Khayatudin , khayatudin@uniska-kediri.ac.id
Faculty of Law, Islamic University of Kadiri, Indonesia

Ali Huristak Hartawan Hasibuan , alihhasibuan@uniska-kediri.ac.id
Faculty of Law, Islamic University of Kadiri, Indonesia

(*) Corresponding author

Abstract

General Background: Telemedicine has expanded digital healthcare access and transformed healthcare delivery through information technology. **Specific Background:** Despite improving efficiency and healthcare accessibility, telemedicine creates legal issues related to medical malpractice, patient protection, and civil liability. **Knowledge Gap:** Indonesian health regulations recognize telemedicine but do not comprehensively regulate civil liability for malpractice in digital healthcare services. **Aims:** This study analyzes the civil liability of medical personnel in telemedicine from health law and civil law perspectives. **Results:** The study finds that telemedicine remains subject to professional standards, patient safety, and medical ethics. The legal relationship between medical personnel and patients is classified as an *inspanning verbintenis*, requiring maximum professional effort rather than guaranteed outcomes. Civil liability may arise through breach of contract or unlawful acts, while healthcare facilities and digital platforms may also bear institutional responsibility. **Novelty:** This study integrates health law and civil law approaches in constructing telemedicine malpractice liability. **Implications:** Stronger telemedicine regulations, operational standards, and electronic evidence mechanisms are necessary to ensure legal certainty and patient protection in digital healthcare services.

Highlights:

- Therapeutic agreements in remote medical services are classified as obligations of maximum professional effort.
- Patient claims may be pursued through contractual breaches or unlawful conduct provisions.
- Digital healthcare platforms and healthcare facilities may bear institutional responsibility for system-related losses.

Keywords :Telemedicine , Medical Malpractice , Civil Liability

Published date: 2026-05-13

Introduction

The development of information technology has brought significant changes in the provision of health services. One concrete form of this change is the presence of digital health services through telemedicine, which allows medical personnel to provide health services to patients without direct physical presence. Telemedicine is seen as a solution to limited access to health services, especially for people in remote areas and islands [1]. The digitalization of health services is one manifestation of this transformation, which is characterized by the use of electronic systems in the process of consultation, diagnosis, therapy, and monitoring of patient conditions. One of the most prominent forms of digital health services is telemedicine, namely medical services carried out by utilizing long-distance communication technology between medical personnel and patients without direct physical presence [2].

In Indonesia, telemedicine has gained normative legitimacy with the enactment of Law Number 17 of 2023 concerning Health, which recognizes the use of digital technology as part of the national healthcare system [3]. However, the development of telemedicine has also given rise to new legal issues, particularly regarding the liability of medical personnel in the event of errors or negligence in services that result in harm to patients.

Telemedicine essentially emerged as a response to the challenge of limited access to healthcare services, particularly in developing countries with vast and uneven geographic characteristics like Indonesia. Distance barriers, limited medical personnel, and the unequal distribution of healthcare facilities make telemedicine a strategic alternative for improving access and equity in healthcare services [4]. In this context, telemedicine is seen not only as a technological innovation, but also as a public policy instrument in realizing the public's right to adequate healthcare.

While offering various conveniences and efficiencies, telemedicine also carries complex legal implications. Medical interactions conducted without a direct physical examination increase the risk of misdiagnosis, delayed emergency treatment, and potentially inappropriate therapy. These risks ultimately have the potential to harm patients and raise issues of legal liability for medical personnel, particularly in cases of medical malpractice [5].

In the Indonesian legal system, the issue of medical malpractice has traditionally been associated with conventional, in-person healthcare services. However, the digital-based nature of telemedicine demands a reinterpretation of the concept of malpractice, standards of medical care, and mechanisms for proving fault. This raises legal questions about the extent to which medical personnel can be held civilly liable if errors or negligence occur in the context of digital healthcare services [6].

From a health law perspective, telemedicine is part of a health effort that must still meet professional standards, service standards, and patient safety principles. Law Number 17 of 2023 concerning Health has normatively recognized the use of digital technology in health services, while also emphasizing the obligation of medical personnel to provide quality and safe services to patients [7]. However, this law does not yet specifically regulate the construction of civil liability for medical personnel in the context of malpractice that occurs through telemedicine, thus opening up room for interpretation in legal practice.

Meanwhile, from a civil law perspective, the relationship between medical personnel and patients creates a legal relationship in the form of a therapeutic contract. This contract is generally *inspanning in nature. verbinten*, namely the obligation of medical personnel to make maximum efforts in accordance with professional standards, not the obligation to guarantee certain healing results [8]. If in carrying out the agreement, medical personnel make mistakes or negligence that deviates from professional standards and causes losses, then there is the possibility of being asked for civil liability, either on the basis of breach of contract or unlawful acts.

Complexity increases when medical malpractice occurs in telemedicine services, because proving fault and causality often relies on electronic data, digital medical records, and the information technology systems used. This situation poses unique challenges for patients in claiming their rights, as well as for medical personnel in obtaining legal certainty for their professional actions [9].

Based on this description, a study of the civil liability of medical personnel for malpractice in digital healthcare services is important and relevant. This study aims to comprehensively analyze the legal construction of civil liability of medical personnel in telemedicine services by integrating health law and civil law perspectives, and examine its implications for patient legal protection and legal certainty for medical personnel in the digital era.

Method

This research uses a normative legal research method, namely research that focuses on the study of written legal norms and legal doctrines that have developed in legal science [10]. This approach was chosen because the focus of the research is directed at analyzing the civil liability of medical personnel in telemedicine services as regulated and understood in the Indonesian positive legal system, not on empirical measurements of community behavior or medical practices sociologically.

The research approaches used in this study include a legislative approach, a conceptual approach, and a case approach. The legislative approach is used to examine various laws and regulations relevant to health services, telemedicine, and the legal liability of medical personnel, particularly Law Number 17 of 2023 concerning Health and provisions of the Civil Code regarding default and unlawful acts [11]. This approach is important for identifying applicable legal norms and the limits of

the authority and responsibility of medical personnel in digital health services.

A conceptual approach is used to analyze legal concepts related to medical malpractice, therapeutic engagement, medical standards of care, and civil liability. This approach relies on the views of health and civil law experts to gain a comprehensive theoretical understanding of the legal relationship between medical personnel and patients, particularly in the context of telemedicine services, which have different characteristics from conventional healthcare services [12]. Through this conceptual approach, this study seeks to reinterpret the concept of medical malpractice to make it relevant to the development of digital technology in healthcare.

In addition, this study also uses a case study approach by analyzing several court decisions in Indonesia related to medical malpractice disputes. The case study approach is used to understand how judges apply civil law norms in assessing medical errors, causal relationships, and the liability of medical personnel in judicial practice [13]. Although most of the decisions analyzed come from conventional healthcare services, this approach remains relevant as a basis for legal analogy (*argumentum per analogiam*) in assessing potential civil liability in telemedicine services.

The types and sources of legal materials used in this study consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include laws and regulations, particularly Law Number 17 of 2023 concerning Health, the Civil Code, and court decisions related to medical malpractice. Secondary legal materials include textbooks on health law and civil law, national and international scientific journals, and previous research results relevant to the topic of telemedicine and medical personnel liability [14]. Tertiary legal materials are used as supporting materials, such as legal dictionaries and legal encyclopedias.

The technique for collecting legal materials is carried out through library studies (research) by tracing relevant laws and regulations, scientific literature, and court decisions. The legal materials that have been collected are then analyzed using qualitative analysis methods with a prescriptive-analytical approach, namely by interpreting applicable legal norms and linking them to the legal problems being studied to produce systematic legal arguments [15].

Through this research method, it is hoped that a complete picture can be obtained regarding the construction of civil liability of medical personnel for malpractice in digital health services, while also providing a contribution of thought to the development of health law and civil law in Indonesia in facing the challenges of the digital era.

Results and Discussion

A. Telemedicine in Health Law Perspective

Telemedicine is a manifestation of the development of information technology that has a direct impact on the transformation of the health care system. From a health law perspective, telemedicine cannot be understood solely as a technological innovation, but rather as an integral part of the provision of health care that must guarantee patient rights while remaining subject to the principles of patient safety, quality of service, and the professional responsibility of medical personnel. Research in the context of health law in Indonesia shows that telemedicine poses new challenges in the legal protection of patients, including in terms of ensuring service standards and the responsibilities of medical personnel in online services, so that the right to health must still be fulfilled equally as in face-to-face services [16].

Normatively, recognition of telemedicine in the Indonesian legal system has been strengthened with the enactment of Law Number 17 of 2023 concerning Health. This law emphasizes that the use of health technology is part of the provision of health services, as long as it is carried out in accordance with professional standards, service standards, and ensures patient safety [17]. Therefore, health law views telemedicine not as an alternative form of service that is outside the legal system, but rather as an extension of the medical service model that must comply with the principle of prudence (*duty of care*) (*of care*) as conventional health services.

Within the framework of health law, the relationship between medical personnel and patients in telemedicine remains based on the principles of medical professionalism and medical ethics. Medical personnel providing services via telemedicine remain bound by the obligation to conduct an adequate history, provide sufficient information to the patient, and obtain *informed* consent for medical procedures (*consent*), and maintaining the confidentiality of patient health data [18]. The difference lies in the digital nature of the service medium, which in fact limits direct physical examination and increases dependence on data provided by patients and the technological devices used.

The limitations of direct physical examinations in telemedicine are a central issue from a health law perspective, as they impact compliance with professional standards and medical due care. In conventional medical practice, physical examinations are an essential part of the diagnostic process. Meanwhile, in telemedicine, diagnoses are often based on subjective patient information and digital data, potentially increasing the risk of misdiagnosis or delays in treatment of certain medical conditions [19]. From a health law perspective, this situation requires stricter guidelines and operational standards to determine the limits of medical procedures that can be performed via telemedicine and when patients should be referred to in-person services.

Beyond the issue of meeting medical professional standards, the implementation of telemedicine also presents significant health law issues related to the protection of patient data and medical records. In telemedicine practice, medical records are generally created, stored, and transmitted electronically through digital systems, which on the one hand increases

service efficiency, but on the other hand opens up the potential risk of breaches of confidentiality and misuse of patient health data. From a health law perspective, medical data confidentiality is part of the basic rights of patients that must be protected by health service providers. Therefore, telemedicine services must be accompanied by adequate and responsible data security mechanisms. Negligence in ensuring the protection of health data not only violates the principles of medical ethics, but also has the potential to create legal liability for medical personnel and digital health service providers [20].

In the context of legal liability, a health law perspective views the risks inherent in telemedicine as not necessarily eliminating the professional responsibility of medical personnel. Instead, these risks emphasize the importance of applying the principle of caution and limiting medical authority in digital services. If medical personnel engage in actions outside the bounds of their authority or medically accountable standards in telemedicine, these actions could potentially be classified as disciplinary violations or even medical malpractice [21].

Furthermore, health law also places institutional responsibility on health care facilities or telemedicine providers. Hospitals, clinics, or digital health platforms not only act as technological intermediaries but also as those responsible for the quality of health care provided through their systems. Therefore, from a health law perspective, system failures, the absence of operational standards, or weak oversight of medical personnel in telemedicine can be the basis for institutional accountability [22].

Thus, telemedicine from a health law perspective must be understood as a *high*-risk medical service (*risk service*) and requires comprehensive regulation. Health law serves not only as a control instrument but also as a means of legal protection for patients and legal certainty for medical personnel. Without clear and adaptive regulations, telemedicine has the potential to create legal uncertainty and increase future medical disputes.

B. Legal Relationship between Medical Personnel and Patients in Telemedicine

The legal relationship between medical personnel and patients in telemedicine services is essentially the same as the legal relationship in conventional healthcare services. From a health and civil law perspective, this relationship arises when the patient consciously requests medical services and the medical personnel declares their willingness to provide those services. This relationship gives rise to reciprocal rights and obligations that form the basis for legal accountability if either party fails to properly fulfill its obligations [23]. In the context of telemedicine, this legal relationship remains valid even though the interaction between medical personnel and patients is conducted through information technology.

Doctrinally, the legal relationship between medical personnel and patients is qualified as a therapeutic relationship, namely a relationship that is *inspanning in nature* (*verbintenis*) or the obligation to do one's best in accordance with professional standards, not the obligation to guarantee a particular healing outcome [24]. This doctrine is important in telemedicine because the limitations of direct physical examination cause medical outcomes to be greatly influenced by the patient's clinical condition and the quality of information conveyed digitally. Therefore, failure of therapy or failure to achieve a particular medical outcome cannot necessarily be the basis for a lawsuit, as long as the medical personnel have acted in accordance with professional standards and with reasonable care.

This legal relationship in telemedicine is generally formed through patient consent to digital health services, either explicitly or implicitly. This consent is often expressed in terms of *and conditions* on the telemedicine platform or through electronic consent (*electronic consent*) (*informed consent*). From a health law perspective, patient consent must still fulfill the principle of *informed consent*, which is given voluntarily, based on adequate information, and by an authorized party [25]. Therefore, even though the medium of consent is digital, the substance of the consent must not reduce the patient's right to obtain clear information regarding the diagnosis, action plan, risks, and alternative medical treatments.

The existence of telemedicine also influences how medical personnel view the implementation of their professional obligations within these legal relationships. Medical personnel are not only required to possess clinical competence, but also the ability to assess the limits of their remote care authority. Several health law studies emphasize that medical personnel are required to discontinue telemedicine services and refer patients to in-person healthcare facilities if the patient's condition cannot be adequately assessed digitally [26]. Failure to make a referral in such a situation could potentially be classified as a breach of professional obligation, which could result in legal liability.

In the legal relationship of telemedicine, the patient's position tends to be weaker than that of medical personnel and platform providers. Information *inequality asymmetry* is increasingly felt because patients rely heavily on the assessment of medical personnel and the digital systems used. Therefore, health law places medical personnel and digital health service providers in a more responsible position to ensure the protection of patient rights [27]. This principle is in line with the objectives of health law which places patient safety as the primary concern (*patient safety oriented*).

In addition to the individual legal relationship between medical personnel and patients, telemedicine also creates additional legal relationships with platform providers or healthcare facilities. In many cases, medical personnel provide services through systems managed by hospitals, clinics, or digital platform providers. This situation raises the possibility of institutional liability if patient harm is caused by system failure, weak oversight, or the absence of adequate operational standards [28]. Thus, the legal relationship in telemedicine is complex and involves more than one legal entity.

Based on this description, it can be concluded that the legal relationship between medical personnel and patients in telemedicine remains rooted in the principles of therapeutic engagement and the protection of patient rights. The differences lie in the medium of service and the complexity of the legal relationship arising from the involvement of

technology and digital service providers. Therefore, an analysis of this legal relationship serves as an important basis for determining the civil liability of medical personnel in the event of a dispute or alleged malpractice in telemedicine services .

C. Civil Liability of Medical Personnel in Telemedicine Services

Civil liability of medical personnel in telemedicine services is a legal consequence of the legal relationship between medical personnel and patients, which gives rise to reciprocal rights and obligations. In the Indonesian civil law system, this liability can principally be sought through two main legal bases: breach of contract and unlawful acts (PMH). These two bases have different characteristics and legal implications, but both are relevant in the context of digital healthcare.

1. Civil Liability on the Basis of Default

Default occurs when one of the parties in a contract does not carry out its obligations as agreed , carries out obligations but not in accordance with what was agreed , or carries out obligations late [29]. In the legal relationship between medical personnel and patients, default is closely related to therapeutic contracts, namely contracts that place medical personnel with an obligation to make maximum efforts in accordance with professional standards (*inspanningverbintenis*), does not guarantee a particular healing result.

In the context of telemedicine , breach of contract can occur if medical personnel do not provide services in accordance with professional standards that should be applied in remote services, for example, not conducting an adequate anamnesis, not providing sufficient information to the patient, or neglecting the obligation to refer the patient to face-to-face services when the patient's clinical condition cannot be accurately assessed through digital media [30]. Breach of contract can also arise if medical personnel violate the terms of service explicitly agreed upon in an electronic agreement or consent between the patient and the telemedicine service provider .

However, not every failure of treatment results in telemedicine can be immediately qualified as a breach of contract. As long as the medical professional can prove that he or she has acted in accordance with professional standards, medical care, and the limits of the telemedicine service's authority , then the failure of medical results cannot be used as a basis for a claim for breach of contract [31]. This is in line with civil law doctrine that places a therapeutic agreement as an obligation to make efforts, not an obligation to produce a specific result.

2. Civil Liability on the Basis of Unlawful Acts

In addition to breach of contract, medical personnel in telemedicine services can also be held civilly liable based on Article 1365 of the Civil Code , namely if their actions fulfill the elements of an unlawful act, error (intentional or negligent), loss, and a causal relationship between the act and the loss [32]. The basis of PMH is often used in medical malpractice disputes , especially when the contractual relationship between the patient and the medical personnel cannot be clearly proven.

In telemedicine services , PMH can occur when medical personnel engage in actions that deviate from professional standards and medical prudence, such as imposing a particular diagnosis or therapy despite inadequate clinical information, ignoring signs of an emergency reported by a patient, or violating the obligation to maintain the confidentiality of patient health data. Violations of data protection obligations and electronic medical records can also be grounds for PMH if they cause harm to the patient.

Unlike breach of contract, which focuses on breaches of contractual obligations, breaches of contractual obligations in telemedicine focus on violations of common law norms and the precautionary principle. Therefore, breaches of contractual obligations are often chosen by patients seeking broader compensation or when the contractual relationship is not easily proven. However, as demonstrated in various court decisions, proving fault and causality remains a major challenge in breaches of contract lawsuits against medical personnel.

3. Institutional Accountability in Telemedicine Services

In telemedicine practice , civil liability does not always rest with individual medical personnel. Telemedicine is generally provided through healthcare facilities or digital platforms, which play a crucial role in providing systems, oversight, and operational standards. Therefore, if patient harm is caused by system failure, weak oversight, or the absence of adequate operational standards , the healthcare facility or platform provider may be held institutionally liable for civil liability [33].

This construction of institutional responsibility is relevant in the context of breach of contract and PMH, particularly when medical personnel act in the performance of duties under the control or supervision of the institution. Thus, civil liability in telemedicine is multidimensional and can involve more than one legal entity. While civil liability of medical personnel in telemedicine services remains rooted in classical civil law principles, its application requires adjustments to the characteristics of digital healthcare. A balanced approach is necessary for the law to provide effective protection for patients without hindering the development of technology-based healthcare innovations.

Conclusion

The development of telemedicine as part of the digital transformation of healthcare has brought about fundamental changes in the legal relationship between medical personnel and patients. From a health law perspective, telemedicine cannot be

viewed simply as a technological innovation, but rather as a form of medical service that remains subject to the principles of patient safety, professional standards, medical ethics, and the protection of patient rights as part of the right to health. Therefore, all legal norms governing conventional healthcare remain relevant and applicable in the context of digital healthcare, with adjustments to the characteristics of remote services.

The legal relationship between medical personnel and patients in telemedicine essentially gives rise to a therapeutic relationship that is *inspanning in nature*. *Verbintenis*, which is the obligation of medical personnel to make the best efforts according to professional standards, does not guarantee a specific healing outcome. However, the limitations of direct physical examinations and reliance on digital systems require a higher level of caution, including the obligation to provide adequate information, obtain valid consent for medical procedures, and refer patients to in-person services if the patient's condition cannot be adequately assessed via telemedicine .

In the context of medical malpractice , telemedicine presents new challenges in assessing fault and proving it. Malpractice in digital healthcare encompasses not only medical errors but also misdiagnosis, delayed treatment, failure to make referrals, and violations of data protection and electronic medical record confidentiality obligations. Therefore, the concept of medical malpractice in telemedicine must be understood contextually, taking into account the limits of remote care and reasonable standards of care in digital settings.

Civil liability of medical personnel in telemedicine can, in principle, be sought through two main legal grounds: breach of contract and unlawful acts. Breach of contract relates to the breach of obligations arising from a therapeutic agreement, while unlawful acts focus on violations of general legal norms and the precautionary principle that result in harm to patients. In addition to individual liability of medical personnel, the implementation of telemedicine also opens up institutional liability for healthcare facilities or digital platform providers if patient harm is caused by system failure, weak oversight, or the absence of adequate operational standards.

telemedicine regulations and technical standards is an urgent need to ensure legal certainty for medical personnel while providing effective protection for patients. Clear regulations regarding the limits of telemedicine's authority , electronic evidence-based evidentiary standards, and the division of responsibilities between medical personnel and digital service providers are key to preventing legal disputes and ensuring the sustainability of equitable and accountable digital healthcare innovation.

Acknowledgement

The author expresses his sincerity appreciation to all parties who have contributed to the research process and writing of this article. I express my deepest gratitude to my supervisors for their continuous guidance , motivation , and assistance from the beginning to the end of this work . Without their support , this research would not have been completed successfully. I also express my gratitude to my beloved family and friends who have provided constant encouragement, attention, and understanding throughout this process .

References

1. R. S. F. and F. A. Sianturi, "Analisis Dampak Pemanfaatan Teknologi Telemedicine terhadap Akses Layanan Kesehatan di Daerah Terpencil," *Jurnal Kesehatan dan Kebidanan Nusantara*, vol. 3, no. 1, 2025, doi: 10.69688/jkn.v3i1.130.
2. Y. Firmansyah and P. M. Afladhanti, "Legal Responsibility of Medical Personnel in Telemedicine Services," *Literacy: International Scientific Journals of Social Science*, vol. 4, no. 4, 2024, doi: 10.56910/literacy.v4i2.2467.
3. Republik Indonesia, Undang-Undang Nomor 17 Tahun 2023 tentang Kesehatan. Jakarta, Indonesia: Pemerintah Republik Indonesia, 2023.
4. L. Nadriana, "Pembuktian Kasus Malpraktek di Indonesia," *Jurnal Lex Publica*, vol. 2, no. 1, pp. 1–10, Nov. 2015. [Online]. Available: <https://journal.appthi.org/index.php/lexpublica/article/view/28/28>
5. F. Mutiah, H. Sibuea, and M. Candra, "Telemedicine Regulation in Indonesia: Legal Frameworks, Challenges, and Future Directions," *Jurnal Multidisiplin Indonesia*, vol. 4, no. 4, 2025. [Online]. Available: <https://jmi.rivierapublishing.id/index.php/rp/article/view/2267>
6. Republik Indonesia, Undang-Undang Nomor 17 Tahun 2023 tentang Kesehatan. Jakarta, Indonesia: Pemerintah Republik Indonesia, 2023.
7. R. Subekti, *Hukum Perjanjian*. Jakarta, Indonesia: Intermedia, 2012.
8. N. Djubaedah, *Perlindungan Hukum Terhadap Pasien dalam Praktik Kedokteran*. Jakarta, Indonesia: Sinar Grafika, 2018.
9. P. M. Marzuki, *Penelitian Hukum*. Jakarta, Indonesia: Kencana, 2021.
10. J. Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*. Malang, Indonesia: Bayumedia, 2020.
11. M. J. Hanafiah and A. Amir, *Etika Kedokteran dan Hukum Kesehatan*. Jakarta, Indonesia: EGC, 2018.
12. S. Mertokusumo, *Penemuan Hukum: Sebuah Pengantar*. Yogyakarta, Indonesia: Liberty, 2019.
13. S. Soekanto and S. Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Jakarta, Indonesia: RajaGrafindo Persada, 2007.
14. B. A. Sidharta, *Refleksi tentang Struktur Ilmu Hukum*. Bandung, Indonesia: Mandar Maju, 2009.
15. P. M. Marzuki, *Penelitian Hukum*. Jakarta, Indonesia: Kencana, 2021.
16. M. Apriana and L. Husni, "Aspek Hukum Perlindungan Pasien dalam Telemedicine," *Jurnal Private Law Fakultas Hukum Universitas Mataram*, vol. 5, no. 3, Oct. 2025, doi: 10.29303/wphjz134.

17. Republik Indonesia, Undang-Undang Nomor 17 Tahun 2023 tentang Kesehatan. Jakarta, Indonesia: Pemerintah Republik Indonesia, 2023.
18. M. J. Hanafiah and A. Amir, *Etika Kedokteran dan Hukum Kesehatan*. Jakarta, Indonesia: EGC, 2022.
19. L. Nadriana, "Pembuktian Kasus Malpraktek di Indonesia," *Jurnal Lex Publica*, vol. 2, no. 1, pp. 1–10, Nov. 2015. [Online]. Available: <https://journal.appti.org/index.php/lexpublica/article/view/28/28>
20. E. Nofianto, "The Legal Protection of Patients as a Victim of Medical Malpractice by Physicians on Telemedicine Services," *International Journal of Law and Society*, vol. 4, no. 1, 2024, doi: 10.62951/ijls.vii3.57.
21. V. Komalawati, *Hukum dan Etika dalam Praktik Dokter*. Jakarta, Indonesia: Pustaka Sinar Harapan, 1989.
22. Y. Firmansyah and P. M. Afladhanti, "Legal Responsibility of Medical Personnel in Telemedicine Services," *Literacy: International Scientific Journals of Social Science*, vol. 4, no. 4, 2024, doi: 10.56910/literacy.v4i2.2467.
23. S. Soekanto, *Pengantar Hukum Kesehatan*. Jakarta, Indonesia: Remadja Karya, 2018.
24. V. Komalawati, *Hukum dan Etika dalam Praktik Dokter*. Jakarta, Indonesia: Pustaka Sinar Harapan, 1989.
25. M. J. Hanafiah and A. Amir, *Etika Kedokteran dan Hukum Kesehatan*. Jakarta, Indonesia: EGC, 2022.
26. Y. Firmansyah and P. M. Afladhanti, "Legal Responsibility of Medical Personnel in Telemedicine Services," *Literacy: International Scientific Journals of Social Science*, vol. 4, no. 4, 2024, doi: 10.56910/literacy.v4i2.2467.
27. M. Apriana and L. Husni, "Aspek Hukum Perlindungan Pasien dalam Telemedicine," *Jurnal Private Law Fakultas Hukum Universitas Mataram*, vol. 5, no. 3, Oct. 2025, doi: 10.29303/wphjz134.
28. E. Nofianto, "The Legal Protection of Patients as a Victim of Medical Malpractice by Physicians on Telemedicine Services," *International Journal of Law and Society*, vol. 4, no. 1, 2024, doi: 10.62951/ijls.vii3.57.
29. R. Subekti, *Hukum Perjanjian*. Jakarta, Indonesia: Intermedia, 2012.
30. Y. Firmansyah and P. M. Afladhanti, "Legal Responsibility of Medical Personnel in Telemedicine Services," *Literacy: International Scientific Journals of Social Science*, vol. 4, no. 4, 2024, doi: 10.56910/literacy.v4i2.2467.
31. V. Komalawati, *Hukum dan Etika dalam Praktik Dokter*. Jakarta, Indonesia: Pustaka Sinar Harapan, 1989.
32. H. S. Salim, *Pengantar Hukum Perdata Tertulis (BW)*. Jakarta, Indonesia: Sinar Grafika, 2022.
33. E. Nofianto, "The Legal Protection of Patients as a Victim of Medical Malpractice by Physicians on Telemedicine Services," *International Journal of Law and Society*, vol. 4, no. 1, 2024, doi: 10.62951/ijls.vii3.57.