

Consumer Protection Against Intense Pulse Light (IPL) Treatment by Doctors at The Kusuma Beauty Clinic in Banda Aceh

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ABSTRACT

Based on Article 4 Letter C of Law Number 8 of 1999 concerning Consumer Protection, consumers have the right to correct, transparent, and honest information regarding the conditions and guarantees of goods and/or services. Article 10, paragraph (3) of the Minister of Health Regulation Number 290 of 2008 concerning Approval of Medical Actions states that certain health workers can help provide explanations by their authority. However, the Kusuma Beauty Clinic doctors do not fulfill their obligations as specified in the health ministerial regulation above. This study aims to explain the implementation of Intense Pulse Light (IPL) treatment at Kusuma Beauty Clinic in Banda Aceh, the form of consumer protection against IPL treatment, and the responsibility of clinic managers for consumer losses due to IPL treatment. Empirical juridical research with qualitative analysis was used. The results show applicable regulations did not implement IPL treatment. Doctors do not provide clear explanations and informed consent to consumers. As a result, consumers suffer losses, and consumer rights are not fulfilled properly. Kusuma beauty clinic manager has offered recovery treatment. However, consumers refuse and desire money compensation worth IDR 1.651.116.800,- and the cost of psychological treatment for victims worth IDR 10.000.000.000,- as stated in decision Number 112/PDT/2023/PT BNA. Therefore, the clinic manager does not compensate the losses as consumers desire.

Keywords: beauty clinic, consumer protection

INTRODUCTION

The beauty industry in Indonesia has experienced rapid development in recent years, especially in beauty clinics. A beauty clinic is an outpatient health service facility that provides medical services (consultation, examination, treatment, and medical procedures) to overcome various conditions or diseases related to a person's beauty, which are carried out by medical personnel under to their expertise and authority (Sari, 2018).

In recent years, various beauty clinics in the Banda Aceh area have become increasingly popular, many consumers are undergoing treatment. One of them is Kusuma beauty clinic, which provides various kinds of skincare (medicine) and treatments, including Intense Pulse Light (IPL) action. IPL treatment improves skin color and texture and removes hair without surgery.

Law Number 8 of 1999 concerning Consumer Protection in Article 1 number 1 states, "Consumer protection is any effort that guarantees legal certainty to protect consumers" (Doly, 2016; Kahpi, 2019; Ramdhani, 2021; Huda, 2023). Thus, consumer

protection means questioning the guarantee or certainty regarding fulfilling consumer rights and providing consumer protection. Consumers are (as opposed to producers) everyone who uses goods and/or services. Consumers in this discussion take IPL.

The lack of consumer knowledge about IPL treatment means consumers only listen and follow the doctor's instructions. Before performing IPL, the doctor should inform the conditions of the procedure and post-procedure as stated in Law Number 29 of 2004 concerning Medical Practice, which states, "Get a complete explanation of the medical procedure as referred to in Article 45 paragraph (3)" (Tinungki, 2019; Anesa et al., 2022; Susilowati et al., 2018).

As referred to above in Article 45 paragraph (3) of Law Number 29 of 2004 concerning Medical Practice, this includes:

1. Diagnosis and procedures for medical procedures;
2. The purpose of the medical action taken;
3. Other alternative actions and their risks;
4. Possible risks and complications; and
5. Prognosis of the actions taken.

Further regulations are regulated in Article 4 letters a and c of the Consumer Protection Act, which states that consumers have the right to comfort, security, and safety in consuming goods and/or services as well as the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services.

In practice, doctors must implement their obligations properly and correctly as explained in Article 7 letter b of the Consumer Protection Law (known as *UUPK* or *Undang-Undang Perlindungan Konsumen*), which states that business actors are obliged to provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair, and maintenance. Likewise, doctors carrying out a medical action must have informed consent (approval based on information) to help explain by their authority, referring to the Minister of Health Regulation Number 290 of 2008 concerning Approval of Medical Actions.

Beauty clinics must be responsible for their actions resulting in consumer losses. This refers to Article 19, paragraphs (1) and (2) of the *UUPK* which states that:

1. Business actors are responsible for compensating for damage, pollution, and/or consumer losses resulting from consuming goods and/or services produced or traded.
2. Compensation, as referred to in paragraph (1), may be a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or the provision of benefits by the provisions of applicable laws and regulations.

Based on the Civil Code (KUH Perdata) in Article 1371, it is stated the cause of injury or disability of a person's body part intentionally or due to carelessness gives the victim the right not only to demand reimbursement of medical expenses but also to demand compensation for losses caused by the injury or disability. This is also stated in Article 4 letter h of the *UUPK* that consumers have the right to receive compensation, damages, and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be.

There was a case experienced by a consumer with C initials, where consumer C asked for a facial treatment to remove fine hair above the lips and under the chin. When undergoing IPL, consumer C experienced burns and bubbles filled with water on the upper left lip. This happened at the Kusuma beauty clinic in Banda Aceh, where the clinic

was sued by consumer C for his actions (District Court Decision Number 13/Pdt.G/2023/PN Bna).

Kusuma Beauty Clinic in Banda Aceh is facing a lawsuit after allegedly being negligent in treating a patient who experienced disabilities due to the IPL procedure. Consumer C was never informed about the potential side effects of the IPL procedure and information about the risks that may occur due to the procedure, and no informed consent was signed.

In principle, the actions taken by a beauty clinic must go through stages of consultation with a doctor who works at the beauty clinic, to then carry out observations and diagnoses of skin types and actions that are safe for consumers (Kurnia & Sari, 2023). In essence, consumers must learn about the procedures that must be carried out to exercise their rights as consumers harmed by beauty clinic service providers so that business actors do not act arbitrarily towards consumers.

Based on the research background, the problems formulated are:

1. How is the IPL treatment carried out at Kusuma Beauty Clinic in Banda Aceh?
2. What is the form of consumer protection for IPL treatment at Kusuma Beauty Clinic, Banda Aceh?
3. How is the clinic manager responsible for consumer losses due to IPL treatment?

METHOD

The method used is empirical legal research. Data is obtained through direct research by interviewing respondents and informants and indirect research by reading legal materials. Then, qualitative analysis is used to analyze the research results and existing discussions.

RESULTS AND DISCUSSION

Implementation of IPL Treatment at Kusuma Beauty Clinic, Banda Aceh

IPL Treatment is a beauty therapy method that uses intense pulsed light. This method works by absorbing intense pulsed light on melanin, blood, or collagen tissue under the skin's surface to stimulate cell regeneration and improve skin health.

IPL Treatment uses light waves that stimulate collagen formation and destroy excess pigment. This procedure is non-invasive and non-ablative, which means it does not involve damaged surgery and does not require the use of invasive medical devices. In a health context, non-invasive refers to a medical procedure or action that does not require inserting a device through an incision, while non-ablative works in deeper parts of the skin without damaging the top layer.

This therapy aims to improve skin tone and texture without surgery, eliminate spots and fine lines on the face, and reduce the appearance of age spots. IPL therapy can also remove unwanted dark hair in various body areas, such as underarms, face, neck, back, legs, and others.

Based interview results with one of the doctors at Mara Aesthetic Clinic, the implementation of pre and post IPL Treatment at the Beauty Clinic involves a series of carefully planned steps and procedures to ensure the effectiveness and safety of the procedure. The following are some general stages in the implementation of IPL Treatment at a beauty clinic (Cut Mara Henni, Dermatology Doctor at Mara Aesthetic Clinic Banda Aceh, Interview, January 28, 2024):

1. Initial Consultation: "(a) Before undergoing IPL Treatment, patients will usually undergo an initial consultation with a beautician or dermatologist at the clinic; (2)

Carry out an initial agreement called informed consent. Informed consent is an important part of medical ethics and guarantees that the patient understands what will be done and provides valid consent. (3) This consultation aims to evaluate the patient's skin condition and needs and discuss expectations and treatment goals."

2. Determining the Area to be Treated: "(1) After consultation, the area of skin to be treated with IPL will be determined; (2) Areas commonly treated include the face, neck, arms, legs, or other body parts requiring hair correction or removal."
3. Skin Preparation: "(1) Before the IPL procedure, the patient's skin will be thoroughly cleansed to remove dirt, oil, and makeup residue; (2) In some cases, patients may also be asked to avoid sun exposure or use skin whitening creams for several weeks prior."
4. Eye Protection: "Before using the IPL device, the patient and doctor will wear eye protection glasses to protect the eyes from the intense light."
5. IPL Parameter Settings: "(1) A trained aesthetician or technician will adjust the IPL device settings according to the patient's skin type and specific needs; (2) This includes adjusting the energy, frequency, and duration of the light pulses to be used during the procedure."
6. IPL Treatment Procedure: "(1) After all preparations are complete, the IPL procedure begins by placing the IPL device probe on the area to be treated; (2) The IPL device will send a series of focused light pulses to the skin, which will then be absorbed by the pigment in the hair follicles or certain layers of the skin, depending on the purpose of the treatment."
7. Cooling and Removal of Residual Heat Waves: "(1) After each light pulse, the skin is usually cooled with air conditioning or cooling gel to reduce discomfort and the risk of skin irritation; (2) Residual heat waves can also be removed from the skin to prevent unwanted side effects."
8. Post-procedure Care: "(1) After completion, patients may be given post-procedure care instructions, including the use of moisturizers or sunscreen to keep the skin healthy and protected; (2) Patients may also be asked to avoid direct sun exposure and heat-producing activities for several days after the procedure."

Notably, each beauty clinic may have slightly different procedures for IPL treatment implementation. Consumers should seek treatment from a trusted clinic with trained and experienced staff.

Article 52, letter a of Law Number 29 of 2004 concerning Medical Practice states, "Receive a complete explanation of medical actions as referred to in Article 45 paragraph (3)."

As stated above in Law Number 29 of 2004 concerning Medical Practice, it includes: "(1) Diagnosis and procedures for medical actions; (2) The purpose of the medical action taken; (3) Alternative actions and their risks; (4) Risks and complications that may occur; and (6) Prognosis for the action taken."

Further explanation is contained in Article 8 of the Regulation of the Minister of Health of the Republic of Indonesia Number 290/MENKES/PER/III/2008 Concerning Approval of Medical Actions, namely as follows:

1. Explanations of patient's diagnosis and health condition may include: "(a) Clinical findings from medical examinations up to that point; (b) Diagnosis of the disease, or if it cannot be established, then at least a working diagnosis and differential diagnosis; (c) Indications or clinical condition of the patient that requires medical treatment; (d) Prognosis if treatment is performed and if no treatment is performed."

2. Explanation of the medical action includes: "(a) The purpose of the medical action which can be preventive, diagnostic, therapeutic, or rehabilitative; (b) Procedures for acting, what the patient will experience during and after the action, as well as any side effects or discomfort that may occur; (c) Alternative actions including their advantages and disadvantages compared to the planned action; (d) Risks and complications that may occur in each alternative action; (e) Expansion of actions that may be taken to deal with emergencies due to these risks and complications or other unforeseen circumstances."
3. Explanation of the risks and complications of medical procedures are all risks and complications that can occur following medical procedures performed, except: "(a) Risks and complications that are already common knowledge; (b) Risks and complications that are very rare or have very mild impacts; (c) Risks and complications that were previously unforeseeable."
4. Explanations about prognosis include: "(a) Prognosis about life and death (*ad vitam*); (b) Prognosis about function (*ad functional*); (c) Prognosis about recovery (*ad national*)."

This differs from the implementation of pre- and post IPL treatment carried out by doctors at the Kusuma Banda Aceh beauty clinic. In the Banda Aceh District Court Decision, it is explained that Plaintiff met and appeared at the Kusuma Beauty Clinic Banda Aceh to do routine treatments involving Facial, Chemical Peeling, and IPL, which were handled directly by Defendant I as the doctor who acted on the Plaintiff.

The Plaintiff requested Defendant I experience facial treatment to remove fine hair on the face located above the lips and under the chin, then Defendant I asked the nurse to prepare the materials needed to carry out the procedure, without providing any impact or consequences if the procedure fails, including not: "(1) Explaining anything related to the procedure to be carried out using IPL; (2) Informing the conditions of the procedure and post-procedure including the possibility of pain, during and risks that may be experienced after the IPL procedure; (3) Asking for an informed consent and statement letter to be signed before the IPL procedure is carried out by Defendant I.

Defendant, I performed anesthesia on the face area and cleaned it after 30 minutes. Then, applying the gel before the IPL procedure as thin as possible and performing laser treatment on the entire face of the Plaintiff, especially in the lip area, as many as three shots and time to remove the gel that had been applied with a piece of tissue then re-shooting the IPL laser on the gel that had been removed until a burning smell was smelled from the Plaintiff's face.

The Plaintiff felt much pain when the IPL procedure was performed. Then, Plaintiff went to the toilet to urinate and passed the mirror installed above the sink after the IPL procedure by Defendant I, where Plaintiff was shocked by the burns and bubbles containing water on the upper left lip of Plaintiff. Plaintiff immediately returned to the treatment room and did not find Defendant I. Sometime later, Defendant I asked the nurse to take tweezers to remove the burned tissue on the upper left lip, but the nurse said she did not dare. Furthermore, Defendant I left the room without explaining, and Plaintiff went to the receptionist to pay for the treatment and medication costs of IDR 550.000 (five hundred and fifty thousand rupiah).

Based on interview results with 2 (two) consumers of the Kusuma Banda Aceh beauty clinic, it can be seen before the consumer underwent a procedure, the consumer was not given informed consent and an explanation regarding the procedure. The doctor immediately took action. However, nothing happened to the consumer's skin (Maharani

Putri and Azhari, Consumers of the Kusuma Banda Aceh Beauty Clinic, Interview, March 9, 2024). However, informed consent and an explanation regarding a procedure must still be carried out because this is the doctor's obligation to carry out his work and minimize the occurrence of unwanted things, referring to Article 10 paragraph (3) of the Regulation of the Minister of Health of the Republic of Indonesia Number 290/MENKES/PER/III/2008 Concerning Approval of Medical Procedures which states that certain health workers can help provide explanations according to their authority.

Based on the analysis, informed consent is essential in implementing IPL actions if something unwanted happens to the consumer. Informed consent is a permission or statement of agreement from the patient, which is given as a permission or statement of agreement from the patient after he/she receives information that he/she understands from the doctor. The information given by the doctor is about the possibility of risks that can endanger the patient, the advantages and disadvantages of the actions to be carried out, the possibility of pain or others.

In essence, consumers must learn about the procedures that must be carried out to exercise their rights as consumers harmed by beauty clinic service providers so that business actors do not act arbitrarily toward consumers.

Form of Consumer Protection Against IPL Treatment at Kusuma Beauty Clinic, Banda Aceh

Consumer protection is an effort carried out consciously by both the government and the private sector, by everyone, with the same goal: comfort and security in fulfilling the community's welfare.

"Consumers as patients in beauty clinics certainly have the right to protection in Law Number 8 of 1999 concerning Consumer Protection, it is stated that consumer protection is a substantive provision formulated in Article 1, which states that consumer protection is all efforts that guarantee legal certainty to protect consumers."

Consumer protection is a term used to describe legal protection given to consumers in their efforts to meet their needs from things that are detrimental to them. Consumer protection is all efforts given to consumers to guarantee and maintain consumer rights to meet their needs so that they can be fulfilled and run properly and prevent anything that can result in consumer losses.

Consumer protection for patients in beauty clinics has a series of steps designed to ensure safety, effectiveness, and consumer rights are met. The following are the forms of protection (Eliza, Head of the Kusuma Banda Aceh Beauty Clinic Branch, Interview, January 22, 2024):

1. Safety and hygiene protocols: "(a) The clinic implements strict safety and hygiene protocols to avoid the risk of infection and complications. This includes sterilization of equipment and cleanliness of treatment rooms; (b) Use of personal protective equipment (PPE) by medical personnel, as well as the use of IPL equipment that has been tested and approved by health authorities."
2. Monitoring and follow-up: "(a) Following the IPL procedure, the clinic must provide monitoring and follow-up services to ensure optimal treatment results and address any side effects or complications that may arise; (b) Consumers must be provided with post-procedure care guidance and access to follow-up consultations if necessary."
3. Accountability: "(a) The clinic has a responsibility that includes the risk of medical errors or malpractice that can harm consumers; (b) The clinic is ready to provide

appropriate compensation if there is a loss or damage due to an IPL procedure that is not up to standard.”

4. Complaints and Dispute Resolution Mechanism: “(a) The Clinic provides clear and transparent channels for consumers to lodge complaints or grievances; (b) An effective dispute resolution mechanism must be in place to handle consumer complaints promptly and fairly.”

The form of protection provided by beauty clinics to consumers is essential to protect safety and ensure consumer comfort. However, in its implementation, consumer rights are regulated in Article 4 of the *UUPK*, as explained in Article 4 letter a, which states that consumers have the right to comfort, security, and safety in consuming goods and/or services. Article 4 letter c states that consumers have the right to correct, transparent, and honest information regarding the condition and guarantee of goods and/or services.

Article 4 letter d states that consumers have the right to be heard for their opinions and complaints regarding the goods and/or services used. Article 4 letter h states that consumers have the right to receive compensation, damages, and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be. As explained above, one of the forms of protection that the beauty clinic has determined is that consumer rights have not been fulfilled as they should be. The head of the Kusuma Banda Aceh beauty clinic branch should take further action on consumer rights that have not been fulfilled.

Based on interview results with National Agency of Drug and Food Control (*BPOM* or *Badan Pengawas Obat dan Makanan*) *BPOM* Banda Aceh, it can be seen that *BPOM* has made efforts to protect consumers and supervise the products and tools used by beauty clinics. *BPOM* directly supervises beauty clinics at the appointed time by supervising existing products. Not only products, but *BPOM* also supervises the tools used by beauty clinics in order to ensure the quality of a product and the tools used (Endang Yulawati, Head of the *BPOM* Banda Aceh Infocom Function Team, Interview, April 1, 2024).

Clinic Management's Responsibility for Consumer Losses Due to IPL Treatment

The principle of responsibility is an essential thing in consumer protection law. In cases of violation of consumer rights, care is needed in analyzing who should be held responsible and how far the responsibility is imposed on the related parties.

In the big dictionary of the Indonesian language, it is explained that responsibility is a state of being obliged to bear everything that makes an individual obliged to bear everything in any case and bear the consequences of the act. In the civil context, responsibility is interpreted as an action, usually in the form of payment of compensation, because his actions cause harm to others that must be done (Hidayat, 2021). Based on the legal relationship, responsibility is a cause that arises from rights that are violated by one of the parties.

Some formal legal sources, such as statutory regulations and civil law agreements, limit business actors' liability as producers. However, in consumer rights violations, the main focus remains on the obligation of business actors to ensure that the skincare (medicine) and tools used do not harm consumers and meet the established quality standards.

Based interview results with the head of the Kusuma beauty clinic branch, if the consumer experiences an error and damage, then the person directly responsible for the consumer's loss is the manager of the Kusuma beauty clinic center itself, without involving the doctor concerned. Likewise, doctors who make mistakes will be

reprimanded by the Kusuma beauty clinic center manager in Jakarta. The Kusuma Beauty Clinic has a legal center that regulates and assists with legal issues if something undesirable happens (Eliza, Head of the Kusuma Beauty Clinic Branch in Banda Aceh, Interview, January 22, 2024).

The responsibilities of clinic managers refer to the legal and ethical obligations that clinic managers must fulfill towards consumers. These responsibilities include: "(1) Providing quality and safe services to consumers; (2) Maintaining the confidentiality of consumers' personal information; (3) Providing clear and accurate information regarding the services or products provided; (5) Responding to consumer complaints quickly and fairly."

The regulation related to the obligations of business actors is regulated in Article 7 of the *UUPK* as explained in Article 7 letter b that business actors must provide correct, transparent, and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair, and maintenance. In this case, the doctor did not provide a clear explanation and did not make informed consent, where informed consent is the basis of an agreement that must be made by the doctor to the patient in order to obtain approval for further treatment efforts, both treatment, care, and action.

In informed consent, a doctor must provide complete information, which is delivered simply and easily understood by the patient regarding his/her medical actions. In essence, informed consent protects the patient from all possible actions not approved or permitted by the patient and protects the doctor (legally) against possible unexpected and negative consequences. Therefore, conveying information must not be deceptive, oppressive, or create fear because these three things will make the consent given legally flawed (Sari, 2013).

Beauty clinics must compensate for losses incurred by consumers as explained in Article 7 letter f that business actors must provide compensation, damages and/or reimbursement for losses resulting from the use, consumption, and utilization of goods and/or services traded.

The Kusuma Beauty Clinic compensates for the losses experienced by consumers and resolves the issue through deliberation at the Kusuma Beauty Clinic. However, this was unsuccessful. Then, it was continued to the management of the beauty clinic center in Jakarta, where the center manager negotiated with the consumer and offered compensation, such as treatment until healed in Jakarta. The cost of the plane ticket is covered.

Based on interview results with doctors, he stated that he had asked about the consumer's condition and provided medication as initial treatment. However, the consumer was unsatisfied with the doctor's actions (Indah Permata Sari Siregar, Doctor of the Kusuma Banda Aceh Beauty Clinic Branch, Interview, March 9, 2024).

Based on the Banda Aceh District Court Decision, it is stated that, due to the actions carried out by the doctor, the consumer suffered material and immaterial losses amounting to IDR 11.651.116.800 (Eleven billion six hundred fifty-one million one hundred sixteen thousand eight hundred rupiah), with the details of the losses as follows:

1. Material amounting to IDR 1.651.116.800 (One billion six hundred fifty-one million one hundred sixteen thousand eight hundred rupiah);
2. It is immaterial if calculated with a value of IDR 10.000.000.000.- (Ten billion rupiah).

Based on the explanation above, the management of the Kusuma beauty clinic has offered compensation, but the consumer refused and asked for material and immaterial compensation. As a result, the management of the Kusuma Beauty Clinic refused to compensate the consumer for the losses desired. In other words, the clinic management is not responsible for consumer losses caused by the doctor's IPL action.

The issue of responsibility is regulated in Article 19 of Law Number 8 of 1999 concerning Consumer Protection. In general, the principles of responsibility in law can be distinguished as follows: "(1) Fault (liability based on fault); (2) Presumption of liability; (3) Presumption of nonliability; (4) Absolute liability (strict liability); and (5) Limitation of liability."

Based on the responsibility principles, the element of error is applied in this problem. People must be responsible because they made a mistake that harmed others. For example, the manager of the Kusuma beauty clinic must be responsible for the losses experienced by consumers due to the IPL treatment because the doctor made an error.

Based on this theory, business actors' negligence resulting in consumer losses is a determining factor in the existence of consumer rights to file a lawsuit for compensation against business actors. Article 1365 of the Civil Code states, "Every act that violates the law and causes loss to another person requires the person who caused the loss due to his mistake to replace the loss."

From the reality that occurs, it is very necessary to have a professional duty imposed on business actors (Imron, 2003). This obligation arises as a demand for public interest, especially consumer protection. However, considering the difficulty of proving losses or accidents that befall consumers due to defective products, the law that applies product liability will apply the principle of absolute responsibility or strict liability principle.

The principle of absolute liability (strict liability) emphasizes that there is no obligation for consumers to prove the fault of the business actor as a basis for compensation in a lawsuit/claim. Strict liability is applied because: "(1) Consumers are not in an advantageous position to prove the existence of errors in a complex production and distribution process; (2) It is assumed that producers are more able to anticipate if at any time there is a claim for their error, for example adding a certain cost component to the price of their product or an error occurs in an action; (3) This principle can force business actors to be more careful."

Consumer losses due to doctor errors then become the absolute responsibility of the beauty clinic manager. Therefore, under strict liability, the beauty clinic manager is considered guilty of the loss to the consumer unless he can prove the opposite that the loss that occurred cannot be blamed on him.

Based on several studies, if the principle of fault (liability based on fault) and strict liability are applied, beauty clinic managers will realize how important it is to maintain the quality of their tools and products. If not, in addition to harming consumers, the risks they must bear will also be very large. Beauty clinic managers will be more careful in managing and maintaining the quality of the tools used and the products they produce.

Implementing the liability principle based on fault and strict liability aims to make it easier for consumers to provide evidence. Ultimately, it protects consumers who feel disadvantaged and ensures they receive their full rights.

CONCLUSION

First, implementing IPL treatment at the Kusuma beauty clinic was not conducted according to applicable provisions. Consumers were not given informed consent and a correct, clear, and honest explanation regarding the conditions related to the action, as explained in Article 52 Letter a of Law Number 29 of 2004 concerning Medical Practice, resulting in losses for consumers.

Second. Consumer protection against IPL treatment at the Kusuma beauty clinic allows consumers to report and file complaints if a doctor's action is erroneous. Consumers are entitled to compensation and damages based on the demands submitted.

Third. The responsibility of the clinic manager for consumer losses due to IPL treatment is first resolved through deliberation at the Kusuma Beauty Clinic. However, it was unsuccessful. Then, it was continued to the beauty clinic center manager in Jakarta, where the center manager negotiated with the consumer and offered compensation, such as treatment until cured in Jakarta and borne airfare. Article 19 of Law Number 8 of 1999 concerning Consumer Protection states that business actors are responsible for compensating for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded.

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