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The Right to be Forgotten: Protecting Emergency Contact in the Reform of Personal Data Protection Policy in Indonesia

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Abstract: This article analyzes concern regarding the massive development of online lending applications in Indonesia. The government should make that invention as one of the priority focuses for protecting Indonesia's citizen. Various studies and regulations have been made by the government to protect online loan users. Unfortunately, there is one party that still needs to be prioritised for protection in Indonesia, which is the emergency contacts of online loan application users. Emergency contacts need legal protection regarding their data used by borrowers as collateral if they default. Indonesian law is inadequate inthisregard. Therefore, innovations are needed regarding the applicable regulations and concepts to be able to protect emergency contacts' data. The method used in this paper is literature review. The result of this study found that a more comprehensive regulation and implementation of Right to be Forgotten is needed to keep upwith the rapid technological developments in the field of financial technology. The results emphasise the importance of personal data protection not only for borrowers, but also for emergency contacts. The reason for this is due to the increasing number of data breach cases. Ultimately, this research found that reforms by applying data protection principles are essential to protect the parties in online loan service providers.

Keywords : Right to Be Forgotten,, Emergency Contact, Online Loan, Data Protection

1. Introduction

The definition of constitutional rights is the rights of citizens that always guaranteed by the constitution. In this case, Indonesia as the state of constitution has a role in the examining every regulation and policy to protect the rights of every citizen for the sake of developing democratic life[1]. The 1945 Constitution of the Republic Indonesia (UUD 1945) in Article 28G paragraph 1 states that everyone has the right to be protected and the right to be free from anxiety and threats from any party. In the midst of technological advances that have offered various conveniences for the community, especially in the field of financial services, Indonesian policies must be able to ensure that everyone will be protected in this digital system. It is undeniable that the practice of online lending as one of financial service product has become a trend among Indonesians, with the number of online loan users more than tripling or 8.86 million people in 2024 compared to the previous year.[2]

The use of online platforms as a medium for lending transactions is inseparable from the permission and supervision of authorities such as the Financial Services Authority (OJK) and the Indonesian Joint Funding Fintech Association or AFPI through several requirements for borrowers and lenders. Although several regulations have been put in place to ensure the smooth running of this practice, several issues related to the legal aspects of online lending continue to emerge, such as the lack of transparency of Indonesian online lending practice due to the non-compliance with the fulfillment agreement,[3] consideration on the use of electronic contracts in protecting online loan consumers,[4] and misuse of personal data in utilizing financial technology applications.[5] Therefore, the use of phrases in the implementing provisions of online lending needs to be accompanied by a more detailed explanation.

In general, the guarantees used in online lending do not use material collateral but rather use people as collateral for a proposed loan.[6] OJK itself does not require loan recipients to include 'loan objects' in the electronic documents of the agreement, such as proof of ownership book of cars or motorcycles or land certificates that are usually used as loan collateral. Therefore, as a form of anticipation of default conditions, OJK requires the provision of documents containing dispute resolution mechanisms and gives permission to organizers to collect within 90 days.[7] For the

1 Didik Suhariyanto, "Protection of Citizens' Constitutional Rights from the Authority of the President in Indonesia," Eduvest - Journal of Universal Studies 2, no. 12 (December 20, 2022): 2684–90, https://doi.org/10.59188/eduvest.v2i12.692.

2 Redaksi, "Warga RI Makin Banyak Utang Online Di P2P Lending, Ini Buktinya," CNBC Indonesia (cnbcindonesia.com, February 5, 2024), https://www.cnbcindonesia.com/tech/20240205095015-37-511865/warga-ri-makin-banyak-utang-online-di-p2p-lending-ini-buktinya.

3 Ayu Kholifah, "Contract Law in Online Lending Practice," Al-'Adl (Institut Agama Islam Negeri Kendari, 2022), https://www.academia.edu/83885706/Contract_Law_in_Online_Lending_Practice.

4 Jeremy Zefanya Yaka Arvante, "Dampak Permasalahan Pinjaman Online Dan Perlindungan Hukum Bagi Konsumen Pinjaman Online," Ikatan Penulis Mahasiswa Hukum Indonesia Law Journal 2, no. 1 (February 2, 2022): 73–87, https://doi.org/10.15294/ipmhi.v2i1.53736.

5 *Ibid*.

6 Margareta Sevilla Rosa Angelin, "HILANGNYA ESENSI 'PERSETUJUAN' DALAM JAMINAN PERORANGAN PADA PRAKTIK PINJAMAN ONLINE | DiH: Jurnal Ilmu Hukum," Untag-sby.ac.id, 2022, https://jurnal.untag-sby.ac.id/index.php/dih/article/view/5882.

7 Nasrulloh, "Apakah Utang Pinjol Hangus Jika Tidak Dibayar?," rri.co.id, May 31, 2024, https://www.rri.co.id/keuangan/725720/apakah-utang-pinjol-hangus-jika-tidak-dibayar#:~:text=Itu%20artinya%2C%20utang%20pinjaman%20online,sudah%20lewat%20dari%2090%20hari.

loan platform, a form of anticipation in the situation of default by the borrower is to include an emergency contact number that can be contacted. The owner of this contact number is not the person who will replace the borrower's position, but simply a party who is able to guarantee that the borrower will repay the loan.

The obligation to include an emergency contact as a condition of making an online loan is generally done unilaterally by the borrower without the consent of the number owner. One of the highlights was when the Executive Head of the Supervisor of Financial Services Business Conduct Education, and Consumer Protection of the Financial Services Authority (OJK) was made an emergency contact without his knowledge.[8] Although OJK has prohibited online loan companies from collecting customer loans to emergency contacts,[9] there are still many cases where debt collectors "chase" the owner of this emergency number without first confirming it to the borrower. As a body that regulates and supervises financial services activities, OJK has the right to offer aggrieved parties including emergency contact owners to file complaints at the Consumer Alternative Service. This aims to protect emergency contact owners from misuse of personal data. However, this repressive step certainly cannot fully maintain the comfort and benefit of the emergency number owner because the owner does not have direct access to his personal data in the online loan electronic document. In addition, the use of phone numbers as personal data is no less important than other general information such as name, occupation, age, address, and others. In the current era of digitalization, various important applications, especially finance, require telephone number data for easy integration of the services used. Therefore, the protection of personal data in the form of telephone numbers needs special attention by the lending and borrowing service providers. Both OJK and AFPI have regulated the processing of personal data which includes the use, storage and deletion of data in accordance with statutory regulations. By adopting the concept of Right to be Forgotten which is one of the six points of GDPR (its extension), it is expected that the owner of the emergency number can have direct access to his personal data, without having to first report to a third party regarding the use of his personal data without permission.

2. Methodology

The methodology for finding the answer for this paper is juridical-normative research with a conceptual approach. The data collection taking from Library Study technique such as library data, reading and processing research materials.[10]

The data source for this paper is secondary sources which consist of primary legal materials for for example theories, concepts, legal principles, and relevant legislation that related for this discussion including scientific journals, papers and articles.

8 Aulia Damayanti, "Bos OJK Curhat Angkat Telepon Ternyata Debt Collector, Begini Ceritanya," detikfinance (detikcom, February 2024), https://finance.detik.com/fintech/d-7172435/bos-ojk-curhat-angkat-telepon-ternyata-debt-collector-begini-ceritanya.

9 Dina Karina, "Larang Pinjol Tagih Utang Ke Kontak Darurat, OJK: Hanya Untuk Konfirmasi Keberadaan Peminjam," KOMPAS.tv (www.kompas.tv, 2024), https://www.kompas.tv/ekonomi/473719/larang-pinjol-tagih-utang-ke-kontak-darurat-ojk-hanya-untuk-konfirmasi-keberadaan-peminjam.

10 Mestika Zed, Metode Penelitian Kepustakaan (Jakarta Yayasan Obor Indonesia, 2008).

3. Legal Vacuum Related to Emergency Contact Data Protection at Indonesia Online Loan Providers

Financial technology (fintech) or online loan services in Indonesia are regulated by OJK and several government institution that focus on consumer protection.[11] In Indonesia, throughout 2024 there have been 101 online loan companies officially registered with OJK, ranging from regular to sharia-based.[12] Despite the many potentials of online loan development, this industry has high risks.

3.1 Innovation of Online Loan in Indonesia

Illegal fintech companies, system failures, misinformation, transaction errors, data security issues, and handling consumer complaints are some of the most common risks in the industry.[13] Online loans or information technology-based money lending and borrowing services are defined as financial services that bring together lenders and recipients in the context of lending and borrowing agreements through electronic systems based on Financial Services Authority Regulation No. 77/POJK.01/2016. Even though it is held online, this online loan agreement still has a legal position based on the elements of the agreement in Article 1320 of the Civil Code and the fulfillment of evidence that refers to Law number 11 of 2008 concerning ITE.[14]

In general, online loan registration is done by scanning ID cards and filling in the personal data of prospective borrowers followed by submission data regarding the amount of funds to be borrowed. If it has passed the verification stage, the proposed amount of funds will be transferred by the lender.



Figure 1.Online LoanSchemes

Basically, the concept of online lending is part of a legally binding

11 Darmawan Sutawijaya, "Online Loan Regulation in Indonesia: Challenges and Solutions for the Community," Socious Journal 2, no. 1 (February 27, 2025): 9–16, https://doi.org/10.62872/q5335h67.

12 Abd. Wachid Habibullah, "Urgensi Perlindungan Hukum Konsumen Pengguna Pinjaman Online," hukumonline.com, April 18, 2022, https://www.hukumonline.com/berita/a/urgensi-perlindungan-hukum-konsumen-pengguna-pinjaman-online-lt625cce720d1eb/.

13 Dona Budi Kharisma, "Urgency of Financial Technology (Fintech) Laws in Indonesia," International Journal of Law and Management ahead-of-print, no. ahead-of-print (November 18, 2020), https://doi.org/10.1108/ijlma-08-2020-0233.

14 Ni Made Eka Pradnyawati, I Nyoman Sukandia, and Desak Gde Dwi Arini, "Perjanjian Pinjaman Online Berbasis Financial Technology (Fintech)," Jurnal Konstruksi Hukum 2, no. 2 (May 2, 2021): 320–25, https://doi.org/10.22225/jkh.2.2.3230.320-325.

contract between two or more parties. One party and the other party agree to get obligations to get benefits and impacts from the other party.[15] The meaning of legal obligation in this situation is that if one party does not enforce their agreement, the other party can go to court and ask them to enforce the obligation. Within the term of the agreement, if the borrower breaches the contract, the loan provider or online loan provider will seek a 'debt action', which can require the borrower to repay the debt. However, if the borrower does not have the money to make the payment, this will be detrimental to the online loan provider. Therefore, the approval procedure supported by electronic documents in the form of scanned ID cards, personal data forms and approval forms requested at the time of application has fulfilled the requirements as "electronic information and / or electronic documents and / or their printouts are valid legal evidence" in accordance with Article 5 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions. All of the personal data that borrower used to apply and get money from online loan are part of data protection.

The Indonesian Law number 27/2022 defining personal data as a data about an individual who is identified or identifiable individually or in combination with separately or in combination with other information either directly or indirectly through electronic or non-electronic systems. Therefore, based on the OJK Circular Letter Number 19/SEOJK.06/ 2023 in submitting funding requests, system providers have an obligation to analyse prospective Fund Recipients data. This identity analysis includes emergency contact confirmation analysis data.

3.2 The Legal Standing of Emergency Contacts in the Legal System

An obligation in Book III of the Burgerlijk Wetboek (BW) is "a relationship (concerning property) between two people, which gives the right to one to demand something from the other, while the other is obliged to fulfil something from the other, while the other is obliged to fulfil something from the other".[16] Book III regulates the obligations which becomes a legal relationship between two or more persons, i.e. the legal subject then becomes obligations, in the engagement if there is something that can be demanded, namely the performance. In the law of obligations, the parties who are in debt must fulfil their obligations to the debtor, if they do not fulfil their obligations, there is a default. Creditor has the right to demand its performance or objects in the form of goods such as money. If the debtor is not fulfilling its obligations, the creditor has the right to take legal action to obtain the fulfilment of the performance. The legal process may involve the debtor's Asset Forfeiture or other legal steps in accordance with applicable laws.[17] Alternative mechanisms are often more efficient and cost-effective than litigation in court. For legal fintech lenders that have been registered and licensed by the OJK and are also members of AFPI, the procedure for collecting online loans is regulated in the

15 Akulaku, "Credit Agreement Cash Loan," ec-mall.akulaku.com, accessed August 5, 2024, https://ec-mall.akulaku.com/ec-basic/protocol/AsetKuCreditAgreementInstallmentLoan?type=11.

16 Benedict Artika Sari Asmin, Salma Setiawati, and Yustince Burnama, "Analisis Hukum Perdata Mengenai Hilangnya Perikatan Akibat Utang," Jurnal Kewarganegaraan 8, no. 1 (June 1, 2024), https://journal.upy.ac.id/index.php/pkn/article/download/6431/3859/19679.

17 *Ibid*.

guiding principle of good faith in collecting on defaulted loans.[18]

The lack of collateral makes lenders or organisers such as Amartha, Akulaku, Danamas, and others take repressive measures in the form of transferring collection rights or using the emergency number/contact included in the privacy policy at the time of submitting the assistance application.[19] If the borrower of the loan is late in paying or there is a default, the online loan will contact the emergency contact as the person who knows or is closest to the customer.[20] In addition, it is also important for online loan parties to understand their rights and file a complaint if they feel that their privacy has been violated or if they feel that they have been wronged by the online loan provider. Currently, many online loan providers ignore the issue of confirming with emergency contacts and only focus on confirming data with the prospective borrowers itself.[21] To be an emergency contact is not easy due to their part to ensure that individuals have the necessary support and assistance in times of crisis. Understanding the regulations and requirements surrounding emergency contacts can make a significant difference in how effectively emergencies are handled and it should be relatives or family.[22]

The aims of this process to make sure if the borrower cannot pay off his debt at the specified tempo, the provider can contact the prospective borrower's emergency contact number so that he can immediately pay off his debt based on this, there is a legal relationship that occurs. While the inclusion of emergency contacts is common practice, these contacts are typically not co-signers or guarantors. This means that they are not legally obligated to repay the loan or assume responsibility for the borrower's debt. However, lenders may still contact these individuals to locate the borrower or request assistance in facilitating communication.[23] While emergency contacts are not legally responsible for the borrower's debts, there have been instances where online lenders have used aggressive or unethical methods to pressure emergency contacts into assisting with debt recovery. Such practices can raise ethical and legal concerns, particularly if they involve harassment or misuse of personal data. Even more serious, this emergency contact doesn't acknowledge the borrower.

18 AFPI, "Tata Cara Penagihan Pinjaman Online Yang Sesuai Dengan Aturan AFPI," Afpi.or.id, 2024, https://afpi.or.id/articles/detail/tata-cara-penagihan-pinjaman-online.

19 Amartha, "Syarat Dan Ketentuan Umum," Amartha, 2024, https://amartha.com/syarat-dan-ketentuan/.

20 Dilla Haniah Kurniawati and Mochammad Tanzil Multazam, "Legal Risks Related to the Misuse of Personal Data as Emergency Contact in Online Loan Services: Risiko Hukum Terkait Penyalahgunaan Data Pribadi Sebagai Emergency Contact Pada Layanan Pinjaman Online," ResearchGate, August 2023, https://www.researchgate.net/publication/373006859_Legal_Risks_Related_to_the_Misuse_of_Personal_Data_as_Emergency_Contact_in_Online_Loan_Services_Risiko_Hukum_Terkait_Penyalahgunaan_Data_Pribadi_Sebagai_Emergency_Contact_pada_Layanan_Pinjaman_Online.

21 Vincentius Jionny, Yuwono Prianto, and Michelle Ariel Tendhyanto, "PERLINDUNGAN HUKUM BAGI EMERGENCY CONTACT YANG DICANTUMKAN SECARA SEPIHAK UNTUK PINJAMAN ONLINE," PROSIDING SERINA 2, no. 1 (2022): 263–70, https://doi.org/10.24912/pserina.v2i1.18542.

22 None Aldila, Arif Rahman, and Budi Bahreisy, "Legal Protection of Emergency Contact Victims in Online Loan Agreements," Proceedings of Malikussaleh International Conference on Law Legal Studies and Social Science (MICoLLS) 2 (December 27, 2022): 00007–7, https://doi.org/10.29103/micolls.v2i.77.

23 Chrestella Hana Griselda and Zil Aidi, "The Legal Protection against Emergency Contacts Made Unilaterally in Online Loans," Law Development Journal (Law Development Journal, June 2023), https://jurnal.unissula.ac.id/index.php/ldj/article/download/32413/8766.

People who want to get an online loan have to provide all the requirements for the borrower such as providing contact numbers, social media accounts, and emergency contact numbers to the online loan provider. In this case, if borrowers who include other people's identities without permission to become emergency contacts violate the rules of Article 26 paragraph (1) of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law). The article stipulates that the use of any information through electronic media concerning a person's personal data must be authorised by the owner of the personal data. In addition, online loan companies must ensure that they obtain explicit consent from the borrower and the emergency contact before using or sharing their personal information. Unauthorized use or misuse of an emergency contact's information could lead to legal repercussions under the The Indonesian Law number 27/2022. Furthermore, the OJK's regulations, such as OJK Regulation No. 77/POJK.01/2016 concerning Information Technology-Based Lending and Borrowing Services, provide guidelines for online lending practices. However, these regulations do not specifically address the legal standing or obligations of emergency contacts.

3.3 The Concept of Right to be Forgotten

The RTBF originated from the European Union's (EU) data protection laws, particularly through the General Data Protection Regulation (GDPR), which came into effect in May 2018. In the Art. 17 of the GDPR explicitly provides individuals with the right to have their personal data erased under specific conditions. This right aims to empower individuals to manage their digital footprint and protect their personal data from misuse or unnecessary exposure. One of the landmark cases involving the RTBF was the 2014 ruling by the Court of Justice of the European Union (CJEU) in the case of Google Spain SL, Google Inc. v Agencia Española de Protección de Datos, Mario Costeja González. The court ruled in favor of Mario Costeja González, who requested the removal of links to a newspaper article mentioning his past financial troubles, which were no longer relevant. This case set a precedent for the RTBF and highlighted the responsibilities of search engines in managing personal data. RTBF is an important key to maintaining personal privacy in the digital age.[24] RTBF is a useful right to demonstrate that individuals should have the ability to control their personal information online. With RTBF, individuals can prevent limitations on data storage and dissemination including the potential for data theft. Therefore, the ability/right to withdraw previously shared personal information is very important.[25]

The adoption of the RtbF in Indonesia encompasses various pros and cons. One of the pros is that the RtbF provides a higher level of protection to data subjects. Whereas Indonesia has a low level of protection in terms of data

24 GDPR Advisor, "The Right to Be Forgotten: Exploring GDPR's Impact on Data Erasure," GDPR Advisor, March 2, 2023, https://www.gdpr-advisor.com/the-right-to-be-forgotten-exploring-gdprs-impact-on-data-erasure/.

25 Sanjam Garg, Shafi Goldwasser, and Prashant Nalini Vasudevan, "Formalizing Data Deletion in the Context of the Right to Be Forgotten," ArXiv (Cornell University), February 25, 2020, 373–402, https://doi.org/10.1007/978-3-030-45724-2_13.

subject privacy.[26] Under the previous draft of the ITE Law, the law only provided that the electronic system providers to obtain consent from data subjects. The Indonesian Law No. 11/2008 on Electronic Information and Transactions (ITE), as amended, has officially come into force in 2016. In the changes, one of them regulates the "right to be forgotten" in Article 26 or the right for a person to have information about him/her deleted on the internet media. Additionally, the Law No. 27 of 2022 further strengthens the RTBF in Indonesia. The UU PDP aligns with international data protection standards, like the European Union's General Data Protection Regulation (GDPR), and emphasizes the rights of individuals to control their personal data, including the right to request deletion. Head of Sub-Directorate of Investigation and Enforcement of the Ministry of Communication and Information Technology (Kominfo), Teguh Arifiyadi, explained that the application of the right to be forgotten in Indonesia will be different from other countries. Content deletion in the European Union or Russia or other countries that implement it is only limited to search engines. In Article 26 paragraph (3) of the revised ITE Law: "Every Electronic System Operator shall delete irrelevant Electronic Information and/or Electronic Documents under its control at the request of the person concerned based on a court order". The phrase "under their control" is an affirmation that the implementation in Indonesia is not only on search engines.[27]

Referring to Art. 44 paragraph (1) letter c POJK 10/2022 which requires the online loan provider to ensure that the acquisition, use, utilisation, and disclosure of Personal Data, transaction data, and financial data obtained by the Organiser is based on the consent of the owner of the Personal Data. The article also shows that OJK requires the organiser to seek approval from the emergency contact party before their personal data (re: phone number) is used. Online loan providers are legally required to obtain clear and informed consent from the data owners (i.e., the borrowers or users) before collecting, using, or sharing their personal data. This means that the Organiser must clearly explain how the data will be used, who will have access to it, and what the implications of that usage might be. Therefore, by requiring consent, the regulation gives users greater control over their personal information. They have the right to know how their data is being handled and can choose whether or not to allow its use for specific purposes.

4. RTBF Concept to Protect Emergency Contact

4.1. Legal Vacuum Related to Emergency Contact Data Protection at Indonesian Online Loan Providers

A legal vacuum (rechtsvacuum) is a situation that arises in a dynamic society and has not been regulated or has been regulated but the regulation is considered inadequate to ensure legal certainty (rechtsonzekerheid) and

26 Abd. Wachid Habibullah, "Urgensi Perlindungan Hukum Konsumen Pengguna Pinjaman Online," hukumonline.com, April 18, 2022, https://www.hukumonline.com/berita/a/urgensi-perlindungan-hukum-konsumen-pengguna-pinjaman-online-lt625cce720d1eb/.

27 Sekolah Vokasi UGM, ed., "Mengulik Right to Be Forgotten Di Indonesia," https://pusdok.sv.ugm.ac.id, 2020, https://pusdok.sv.ugm.ac.id/2018/09/03/mengulik-right-to-be-forgotten-di-indonesia/.

creates legal chaos (rechtsverwarring).[28] The concept of emergency contacts in online loan agreements in Indonesia presents a significant legal vacuum, primarily due to the lack of clear regulations governing the use and implications of such contacts. The absence of specific regulations regarding emergency contacts creates a legal vacuum. This vacuum can lead to:

- Misuse of Personal Data: Borrowers may inadvertently expose their emergency contacts to harassment or intimidation from lenders, especially in cases of default. The lack of clear guidelines on how lenders can interact with these contacts raises concerns about privacy and data protection.[29]
- Liability Issues: There is uncertainty regarding the legal responsibilities of lenders when they contact emergency contacts. If lenders misuse this information, they may face legal repercussions, but the lack of explicit laws makes it difficult to enforce accountability.

Today, Indonesia already has a PDP Law in Art. 8 which regulates the concept of RTBF as implemented by the European Union through the General Data Protection Regulation 2016 (GDPR). In addition, in OJK regulation number 10 /POJK.05/2022, it is explained in Article 48 of the Time Period and Data Erasure section. The concern here is about the purpose of the subject in the regulation which is further explained in Art. 1 number 1 which is focused on LPBBTI users, hereinafter referred to as users, which are fund providers and fund recipients. Therefore, the protection is not aimed at the emergency contact that is mentioned by the recipient of funds/borrower.

The protection is only related to if the emergency contact person feels disturbed and feels harmed, then they have the right to sue the online loan provider. The sanctions themselves have been regulated by OJK in POJK 77/2016 which explains the administrative sanctions imposed on online loan providers in the form of:

1. Written warning
2. Fines (obligation to pay a certain amount of money)
3. Restriction of business activities, and
4. Revocation of licence

4.2. RTBF as an Emergency Contact Data Protection

Implementing the Right to be Forgotten (RTBF) in an online platform involves several steps to ensure that users can request the deletion of their personal data in compliance with regulations like UU PDP. Here's a structured approach:

28 Dona Budi Kharisma, "Urgency of Financial Technology (Fintech) Laws in Indonesia," International Journal of Law and Management ahead-of-print, no. ahead-of-print (November 18, 2020), https://doi.org/10.1108/ijlma-08-2020-0233.

29 Octavia Vidianingrum and Ahmad Sholikhin Ruslie, "PERTANGGUNGJAWABAN HUKUM PENCANTUMAN KONTAK DARURAT DALAM PERJANJIAN PINJAMAN ONLINE LEGAL LIABILITY INCLUSION of EMERGENCY CONTACTS in ONLINE LOAN AGREEMENTS," Bureaucracy Journal Indonesia Journal of Law and Social-Political Governance 2, no. 3 (December 7, 2022): 955–71, https://doi.org/10.53363/bureau.v2i3.75.

1. Developing a Emergency Contact Interface for RTBF Requests.

Developing an Emergency Contact Interface for RTBF requests is essential to ensure the swift removal of personal data in urgent situations, such as identity theft. This interface builds trust by providing users with immediate control over their sensitive information, reducing the risk of harm. It also helps platforms comply with legal obligations, such as UU PDP, by enabling rapid response to critical data deletion requests. By prioritizing user safety and privacy, the platform demonstrates its commitment to protecting users including emergency contact, thereby enhancing overall user confidence and satisfaction.

2. Automating the Data Deletion Process

Automating the data deletion process is a vital step for online loan provider aiming to manage personal data responsibly and efficiently. In an era where privacy concerns are paramount, automation ensures that data deletion requests, especially under regulations like UU PDP, are handled swiftly and accurately. By automating these processes, companies can process large volumes of requests without the risk of human error, ensuring that all relevant data is securely deleted or anonymized across various systems and backups.

Automation also provides a reliable and consistent audit trail, which is essential for demonstrating compliance during audits or legal inquiries. This not only helps in adhering to legal obligations but also builds user trust by showing a proactive approach to data privacy. Moreover, automating the data deletion process allows organizations to allocate resources more effectively, focusing on strategic tasks rather than manual data management. Ultimately, automation enhances both operational efficiency and the overall security of sensitive user information.

3. Ensuring Compliance

Ensuring compliance with RTBF is essential for protecting user privacy and adhering to legal standards like the UU PDP. Conducting regular audits is a critical step in this process, as it helps organizations verify that their RTBF procedures are functioning as intended and in full compliance with regulatory requirements. Audits provide an opportunity for OJK to identify and rectify any gaps or inconsistencies in the data deletion processes, ensuring that all user requests are handled promptly and correctly across all data repositories, including backups and third-party services.

Regular audits also help maintain an accurate and up-to-date audit trail, which is crucial for demonstrating compliance during inspections or legal challenges. By routinely evaluating and improving RTBF processes through audits, organizations can mitigate risks, prevent potential legal penalties, and enhance user trust. Continuous monitoring and refinement of these processes not only ensure legal adherence but also reinforce the organization's commitment to safeguarding user data and privacy.

5. Conclusion

In conclusion, the implementing of the RTBF in online loan provider in Indonesia is one of crucial step to protect the misuse of emergency contacts' personal data. As online lending becomes more massive, the need to protect the privacy of individuals registered as emergency contacts becomes more urgent. RTBF could be a strong legal framework that empowers people to control their data, ensuring it is only used with their consent and for legitimate purposes.

By allowing emergency contacts to request the deletion of their data when it is no longer relevant or when they feel it is being misused, RTBF helps prevent potential privacy breaches, harassment, and unauthorized access. Furthermore, integrating RTBF into the operations of online lending services aligns with broader data protection principles, fostering greater trust between consumers and providers.

Ultimately, the successful implementation of RTBF in this context not only strengthens data privacy but also ensures that the rights of individuals are respected, providing a more secure and ethical environment for all stakeholders involved in online lending services in Indonesia.

Policy Recommendation

1. The addition of rules on OJK and AFPI related to emergency contact in specific. The regulations could include specific provisions to prevent the misuse of emergency contact information, particularly in ways that might lead to harassment or undue pressure on the contacts.

2. Make RTBF feature a requirement in online loan registration at OJK. Online loan providers show good faith in the principle of data protection by making it easier to delete emergency contact data on their platforms. The simplicity offered in the online loan application process should be directly proportional to the simplicity of the data deletion process.

6. Conflict of Interest Statement

Manuscript title: The Right to be Forgotten : Protecting Emergency Contact in the Reform of Personal Data Protection Policy in Indonesia

The authors whose names are listed immediately below certify that they have NO affiliations with or involvement in any organization or entity with any fi nancial interest (such as honoraria; educational grants; participation in speakers' bureaus; membership, employment, consultancies, stock ownership, or other equity interest; and expert testimony or patent-licensing arrangements), or non-financial interest (such as personal or professional relationships, affi liations, knowledge or beliefs) in the subject matter or materials discussed in this manuscript.

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