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Legal Liability of Fintech Lending Platforms Regarding Debt Collection Practices Against Borrowers

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Abstract: Debt collection practices within fintech lending services in Indonesia continue to raise legal issues, particularly when collection involves pressure, intimidation, the misuse of personal data, or the involvement of third parties to the detriment of the debtor. This study aims to analyze the legal framework governing the liability of fintech lending providers regarding debt collection practices and to formulate a legal liability construct for fintech lending platforms concerning collection practices that harm debtors. This is a normative legal study employing statutory, conceptual, and case-based approaches. Legal materials comprising primary, secondary, and tertiary sources were gathered through literature review and analyzed qualitatively using legal interpretation to examine the interplay between norms governing fintech lending, consumer protection, and personal data protection. The findings indicate that the legal framework for fintech lending provider liability in debt collection is anchored in OJK Regulation (POJK) Number 40 of 2024 concerning Information Technology-Based Joint Funding Services and OJK Regulation (POJK) Number 22 of 2023 concerning Consumer and Public Protection in the Financial Services Sector. The legal liability construct for fintech lending platforms arises from their roles as electronic system operators, personal data controllers, service mechanism administrators, and entities capable of collaborating with debt collectors. Platforms cannot absolve themselves of liability if collection is conducted unlawfully, even when such actions are carried out by third parties. This liability encompasses preventive, corrective, and repressive measures to ensure that debt collection activities remain within the boundaries of law, ethics, consumer protection, and personal data protection.

Keywords: Legal Liability; Fintech Lending; Debt Collection; Debtor

INTRODUCTION

The development of the digital economy in Indonesia over the past few years has been a key factor driving economic growth. With a large population and steadily rising internet usage, Indonesia has a significant opportunity to emerge as a digital economic powerhouse in Southeast Asia (Purba et al., 2025). FinTech (Financial Technology) is an innovation in the financial sector that leverages digital technology to provide financial services such as digital payments, online loans, and automated investment services more quickly, conveniently, and efficiently (Citra et al., 2024). Fintech has emerged and evolved alongside the advancement of digital technology, driving the transformation of various financial activities particularly as there is a growing demand for financial processes such as payments, transfers, commercial transactions, and financing to be more convenient, secure, and modern (Sitompul, 2018). Advancements in financial technology have transformed payment systems from face-to-face interactions into remote transactions that can be completed quickly. One manifestation of this shift is the emergence of information technology-based lending services, known as fintech lending (Febrianti & Lubis, 2024).

The emergence of fintech essentially aims to complement financial transaction processes and strengthen the financial ecosystem, rather than replace the functions of traditional financial institutions. Instead, fintech can support the role of banks and financial institutions in serving customers, facilitating financial decision-making, lowering operational costs, mitigating risks such as bad debt, and expanding market reach through online product marketing, which is increasingly popular among the public (Hijrah et al., 2025). Fintech is increasingly gaining recognition among the general public not only among business owners but also among the internet-savvy younger generation. Its emergence is even viewed as a potential challenge to banking products and other financial institutions (Kartika, 2019). The growth of FinTech also has the potential to erode brand strength and reduce the market share of incumbent businesses. On the other hand, however, banks have the opportunity to capitalize on these developments by fostering FinTech innovation and introducing a range of new solutions for their customers (Raharjo, 2021).

Fintech lending activities constitute a form of business operation that facilitates a legal relationship between a creditor and a debtor via a digital platform. Regarding violations occurring on digital platforms, the provisions concerning the liability of platform providers are set forth in Article 15 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by Law Number 19 of 2016. These provisions affirm that a platform provider, acting as the operator of a digital platform, bears responsibility for the operation of the electronic system it manages, establishing that the electronic system operator is accountable for the operation of its electronic system (Giantama & Kholil, 2020). Fintech lending platforms act as a link between parties with a surplus of funds and those in need of funds. In this capacity, fintech serves as a financial intermediary within the community (Yambo et al., 2025). However, in practice, platforms also play a significant role in determining operational mechanisms, including the process of collecting debts from borrowers who are late on payments. This situation raises questions regarding the extent of a platform's legal liability when such collection practices cause harm to borrowers.

The issue becomes increasingly complex as online loan collection practices have, in some instances, given rise to serious legal problems. One issue attracting significant attention is the collection methods employed by certain peer-to-peer (P2P) lending providers. In practice, some operators utilize collection methods that tend to be aggressive and frequently violate ethical standards ranging from verbal intimidation and the dissemination of users' personal data to their contacts, to acts of online harassment (Lasmana et al., 2025). This phenomenon is reflected in the rising number of public complaints regarding online lending services. Data from the Financial Services Authority (OJK) indicates that throughout 2025, there were 56,620 consumer complaints in the financial services sector, with the majority originating from the fintech sector. Of that total, 21,249 complaints related to illegal online loans, which have caused numerous issues regarding debt collection practices involving borrowers (*OJK Received 56,620 Consumer Complaints Throughout 2025, Pinjol Ilegal Dominan*, n.d.). This situation indicates that debt collection practices within fintech lending services remain a source of concern requiring serious attention, particularly regarding consumer protection and the legal liability of service providers.

Such practices not only cause harm to borrowers but also potentially violate consumer protection principles as stipulated in Law Number 8 of 1999 concerning Consumer Protection and personal data protection provisions outlined in Law Number 27 of 2022 concerning Personal Data Protection. Unethical debt collection practices are found not only on illegal platforms but also on some platforms with legal status; in certain instances, these providers employ debt collectors to recover outstanding debts from borrowers (Mustofa et al., 2025). In this context, a question arises as to whether collection actions carried out by a debt collector can be attributed as a legal liability to the fintech lending platform acting as the service provider.

Regulations governing the fintech lending industry in Indonesia still primarily position the platform as a financing system that connects lenders with borrowers via a digital platform managed by the service provider (Ibrahim, 2025). While these regulations create space for digital business innovation, they also give rise to potential ambiguity regarding the limits of a platform's liability in its operational practices. This issue is a growing concern, particularly when debt collection is carried out by third parties. Such conditions indicate that the oversight of fintech operators is not yet functioning optimally. The situation is further exacerbated by weak data protection regulations, leaving consumers more vulnerable to the misuse of personal information by fintech providers (Leo et al., 2025).

The evolution of digital business models has transformed platforms from mere technology providers into business entities that control service operations. Amidst the increasingly complex and global nature of the digital era, ethics and law serve as guiding principles, ensuring that innovation proceeds without infringing upon public rights and interests. Consequently, digital businesses that operate ethically and comply with legal regulations are more likely to achieve sustainability and gain public acceptance in the long run (Humaidi et al., 2024). However, the legal liability framework for fintech lending platforms regarding debt collection practices has not yet been comprehensively analyzed within the study of digital business law in Indonesia.

Addressing this gap, this research offers a novel perspective by examining the legal liability of fintech lending platforms as digital business operators in the context of debt collection practices involving borrowers. The study not only views the borrower as a party requiring legal protection but also examines the position of fintech lending platforms within the legal relationship between creditor and borrower in the digital business ecosystem. Against this backdrop, this research aims to analyze the legal regulations and the liability framework applicable to fintech lending platforms regarding debt collection practices in Indonesia.

METHODS

This study is a form of normative legal research (doctrinal legal research) that is, research aimed at analyzing legal norms, principles, and doctrines to address the legal issue under investigation (Marzuki, 2011). This method was selected because the study does not merely examine statutory regulations but also aims to analyze the construction of legal liability for fintech lending platforms regarding debt collection practices targeting debtors, including aspects of legal protection for aggrieved debtors.

This study employs several legal research approaches: the statute approach, the conceptual approach, and the case approach. The statute approach is used to examine positive legal norms governing fintech lending operations in Indonesia, including provisions on consumer protection and debt collection practices. The conceptual approach is utilized to analyze doctrines and theories concerning legal liability, unlawful acts (tort), and principles of debtor protection in digital financial transactions. Meanwhile, the case approach is used to scrutinize debt collection practices by fintech lending platforms that have caused harm to debtors whether such cases have garnered public attention or have been addressed by relevant authorities. These three approaches are integrated to provide a comprehensive analysis of the issues under study.

The sources of legal materials in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include the 1945 Constitution of the Republic of Indonesia, Law Number 39 of 1999 concerning Human Rights, Law Number 8 of 1999 concerning Consumer Protection, and regulations in the digital financial services sector, such as Financial Services Authority (OJK) regulations regarding fintech lending. Secondary legal materials comprise books, scholarly journals, findings from previous research, and the opinions of legal experts relevant to the issues of legal liability and debtor protection. Tertiary legal materials include legal dictionaries, encyclopedias, and other reference sources that support the understanding of the concepts and terms employed. Data collection was conducted through library research.

The analysis of legal materials is conducted qualitatively, employing methods of legal interpretation and legal reasoning through stages that include identifying legal issues, examining relevant norms and principles, and systematically formulating legal arguments. This analysis aims to address two primary research focuses: the legal regulation of liability for fintech lending operators regarding debt collection practices targeting debtors in Indonesia, and the construction of legal liability for fintech lending platforms concerning debt collection practices that disadvantage debtors.

RESULTS AND DISCUSSION

Legal Regulation of Fintech Lending Providers' Liability Regarding Debt Collection Practices Against Borrowers in Indonesia

Digitalization has served as a primary driver of rapid change across various spheres of life, including the financial services sector. The advent of Financial Technology (Fintech) innovations has fundamentally reshaped the structure of financial services at both global and national levels by delivering efficiency, speed, and ease of access that were previously unavailable (Rustam, 2025). In Indonesia, one fintech sub-sector experiencing rapid growth is information technology-based joint funding services, better known as Peer-to-Peer (P2P) Lending. This business model addresses the financing gap by directly connecting lenders and borrowers through a digital platform.

Prior to the enactment of Law Number 27 of 2022 concerning Personal Data Protection (PDP Law), Indonesia faced a significant legal vacuum regarding personal data protection. Although the Financial Services Authority (OJK) had attempted to establish a regulatory framework through various regulations including POJK No. 10/POJK.05/2022 the substance of these regulations focused primarily on licensing, corporate governance, and restrictions on data access (such as camera, microphone, and location data) (Rustam, 2025). The regulation does not yet comprehensively address the principles of personal data processing or legal liability for its misuse. Consequently, law enforcement is incomplete, leaving customers as data subjects in a vulnerable position regarding potential violations (Rustam, 2025).

Errors in transactions that could lead to default risks in Peer-to-Peer Lending services a segment of Financial Technology (Fintech Lending) may stem from negligence on the part of either the service provider or the borrower. In this context, both forms of negligence directly result in financial losses for the lender, the party providing the funding through the digital platform (Hudani & Kurniawan, 2024). Therefore, fintech lending operators are obligated to ensure that any assumption of responsibility regarding such risks is carried out transparently and accountably, in accordance with user protection principles within the technology-based financial services ecosystem.

Legal provisions governing the responsibilities of operators regarding debt collection practices—specifically concerning debtors in Peer-to-Peer Lending services (a segment of the Indonesian financial technology sector) are established across various legal instruments, most notably POJK No. 10/POJK.05/2022. This regulation provides a normative framework that delineates the obligations, limitations, and legal liabilities of operators in the conduct of their business activities, including debt collection from debtors. These regulations aim to strike a balance among the interests of lenders, operators, and debtors, while ensuring that collection practices are conducted fairly, transparently, and in compliance with consumer protection principles.

Article 102 of POJK No. 10/POJK.05/2022 explicitly stipulates the debt collection obligations to be fulfilled by operators in the event of debtor default. The provision of Article 102 of POJK No. 10/POJK.05/2022 states:

1. In the event of a default by the Fund Recipient, the Organizer is required to pursue collection from the Fund Recipient, at a minimum by issuing a warning letter in accordance with the timeframe stipulated in the Funding agreement between the Fund Provider and the Fund Recipient.
2. The warning letter referred to in paragraph (1) must contain, at a minimum, the following information:
   a. the number of days of delay in the payment of obligations;
   b. the final balance of the total outstanding Funding or the outstanding principal;
   c. the economic benefits of the Funding; and
   d. any penalties due.

The aforementioned provisions emphasize that the service provider is obliged to undertake collection efforts, at a minimum by issuing a warning letter containing information regarding the amount of arrears, the period of delay, and the total obligation to be fulfilled by the debtor. Therefore, collection is a legal obligation inherent in the service provider as a form of responsibility for managing the lender's funds.

Furthermore, Article 103 of POJK No. 10/POJK.05/2022 also regulates the permissible use of third parties in the debt collection process. Article 103 states that:

1. The Operator may collaborate with other parties to perform debt collection functions vis-à-vis the Fund Recipient as referred to in Article 102 paragraph (1).
2. The Operator must formalize the collaboration with other parties as referred to in paragraph (1) in the form of a written agreement.
3. The collaboration with other parties as referred to in paragraph (1) must meet the following requirements:
   a. the other party is a legal entity;
   b. the other party holds a license from the competent authority;
   c. the other party possesses human resources certified in the field of debt collection by a professional certification body registered with the Financial Services Authority (Otoritas Jasa Keuangan); and
   d. the other party is not an affiliate of the Operator or the Fund Provider.
4. The Operator shall bear full responsibility for any consequences arising from the collaboration with other parties as referred to in paragraph (1).
5. The Operator must periodically evaluate the collaboration with other parties as referred to in paragraph (1).

Furthermore, the provisions of Article 104 paragraph (1) of POJK No. 10/POJK.05/2022 stipulate that collection activities must be conducted in accordance with legal norms and norms prevailing in society. Article 104 paragraph (1) of the POJK states:

> "When conducting collection activities directed at the Fund Recipient as referred to in Article 102 paragraph (1) and Article 103 paragraph (1), the Operator must ensure that

such collection is carried out in accordance with prevailing societal norms and the provisions of laws and regulations.”

Developments in financial technology specifically peer-to-peer lending services in Indonesia and the associated regulations regarding the liability of operators in debt collection practices must be viewed within the normative framework established by POJK No. 10/POJK.05/2022. The provisions of POJK 10/2022 constitute a more comprehensive regulatory regime than previous rules, as they expand the scope of regulation to encompass matters such as default, supervision, and operator liability within the fintech lending ecosystem (Noor et al., 2023). In the context of Article 102, the collection obligation imposed on the operator reflects a direct liability within the legal relationship between the lender and the borrower. In this regard, POJK 10/2022 serves as the primary legal basis for fintech lending operations, including the collection mechanisms that frequently give rise to legal violations in practice (Nurhaliza, 2024). Furthermore, Article 103’s provisions regarding the use of third parties demonstrate the application of the principle of non-delegable liability, whereby responsibility cannot be transferred even if the technical execution is assigned to another party (Lestari et al., 2026). The provisions of Article 104 highlight the ethical dimension of debt collection, demonstrating that the service provider's responsibility is not merely formal-legal in nature but also encompasses the protection of debtors' rights (Rustam, 2025).

Thus, POJK No. 10/POJK.05/2022 has established a comprehensive and multi-layered legal liability framework for fintech lending operators, encompassing direct liability, non-delegable liability, and obligations regarding ethics and consumer protection. Fintech lending operators can no longer be viewed merely as intermediaries; rather, they are legal entities bearing full responsibility for ensuring that debt collection practices are fair, humane, and consistent with the principles of legal protection in Indonesia.

Beyond the specific regulations governing debt collection mechanisms, the liability framework for operators is also inextricably linked to the general principles of governance for information technology-based lending services. In this context, Articles 53 and 54 of POJK No. 10/POJK.05/2022 mandate that operators uphold the principles of responsibility, transparency, and accountability across all operational aspects. These provisions are not merely administrative in nature; they serve as a normative foundation establishing the legal standards of conduct for operators in the course of their business activities. Analytically, the principle of transparency requires information openness particularly during the collection process to ensure debtors clearly understand the amount of their obligations, applicable penalties, and settlement mechanisms. Meanwhile, the principle of accountability dictates that operators must be legally answerable for all actions taken, whether performed directly or through third parties, as stipulated in prior provisions. Finally, the principle of responsibility affirms the operator's obligation to ensure that all activities, including debt collection, are conducted in compliance with statutory regulations and do not cause harm to other parties. Thus, Articles 53 and 54 serve as a general principle underpinning the framework of legal liability, reinforcing the application of Articles 102, 103, and 104. This means that obligations regarding debt collection, the engagement of third parties, and ethical boundaries in collection must be understood within the framework of transparency, accountability, and responsibility. Consequently, any violation in collection practices constitutes not merely a technical breach but also reflects a failure by the provider to fully discharge its legal obligations within the technology-based financial service system.

The Legal Liability Framework of Fintech Lending Platforms Regarding Debt Collection Practices Detrimental to Borrowers

The legal liability framework for fintech lending platforms cannot be grounded solely in the debtor-creditor relationship between the lender and the borrower. In digital lending services, the platform actually occupies a more dominant position, as it controls the electronic system, manages personal data, drafts electronic agreements, determines payment flows, and governs debt collection mechanisms in the event of borrower delinquency. Given this dynamic, debtor protection cannot be viewed merely as a remedy applied after a loss has occurred; rather, it must be integrated from the very moment the platform establishes and operates its service system (Leo et al., 2025). This framework aligns with POJK Number 40 of 2024, which classifies Information Technology-Based Joint Funding Services (LPBBTI) as financial services that connect lenders and borrowers via an internet-based electronic system. This regulation has been in effect since December 27, 2024, and serves as the latest regulatory basis, superseding POJK 10 of 2022 as the primary reference (*Information Technology-Based Joint Funding Service*, n.d.). In discussions regarding debt collection, POJK 22/2023 must still be applied, as it governs consumer and public protection within the financial services sector, including the supervision of the conduct of financial service providers.

1. The platform's responsibility as the system controller

   Fintech lending platforms cannot be positioned as neutral parties that merely provide an application. The legal relationship in P2P lending demonstrates that the operator plays a role in shaping the service structure, connecting the parties, and determining how the borrower's obligations are fulfilled within the digital system (Putra, 2022). At this juncture, the platform’s liability arises because it not only provides the technology but also governs how that technology operates within the legal framework of the lending relationship.

   The basis for liability stemming from system control can be viewed from several angles. The platform manages the registration process, dictates the data required from the borrower, establishes terms of service, processes risk-related information, and oversees communication regarding late payments. If the system contains loopholes that allow for abusive, threatening, or humiliating collection practices or the unauthorized disclosure of the borrower's personal data then any resulting harm cannot be viewed as an event entirely detached from the platform. Establishing the platform's liability does not necessarily require proof of direct orders issued to collection agents; negligence in establishing oversight mechanisms can also serve as grounds for liability. P2P lending operators bear responsibility toward both lenders and borrowers, given that the service is inherently associated with risks such as default, fraud, and the misuse of personal data (Z et al., 2022). In the context of debt collection, this risk is heightened because data and payment-related pressure can be weaponized to coerce the debtor.

   The primary legal premise that can be formulated is that the platform bears responsibility due to its control over the service system. This control entails an obligation to prevent the system from being used as an instrument of intimidation. While a debtor who is late with payments remains obligated to settle their debt, such a delay cannot justify stripping the debtor of their rights to personal data protection, dignity, and a sense of security.

2. Responsibility for third-party collection

   Debt collection practices in fintech lending often involve third parties. From a business perspective, the use of debt collectors or desk collection units serves to accelerate payment recovery. Legally, however, the involvement of a third party does not automatically shift all liability from the platform to the collector. Debt collectors operate based on data, mandates, cooperative arrangements, or instructions stemming from their relationship with the service provider.

The relationship between the service provider and the debt collector in LPBBTI (peer-to-peer lending) does not exist outside the framework of the platform's liability. Collectors gain access to borrower information because the platform facilitates a cooperative arrangement or provides specific data for collection purposes (Kemalasari & Suryawan, 2025). If such data is used to contact family members, colleagues, superiors, or other third parties not privy to the agreement, the issue extends beyond the personal misconduct of the debt collector. It reflects a failure on the part of the platform to restrict access, monitor actions, and ensure that debt collection practices comply with the law.

The platform's responsibility in this context can be assessed across several areas: the selection of debt collection agents, the granting of data access, the establishment of collection standards, the monitoring of communications, and the resolution of debtor complaints. Codes of conduct for debt collection in P2P fintech lending are often insufficient to prevent intimidation unless accompanied by robust oversight from the platform operator. Consequently, problematic debt collection practices are best viewed as an issue of platform governance rather than merely the misconduct of individual agents. The platform remains liable if a third party acting on its behalf conducts debt collection in a manner that harms the debtor. The defense that an action was "carried out by another party" is only valid if the platform can demonstrate the existence of clear standard operating procedures (SOPs), data access restrictions, active oversight, and corrective measures taken following complaints.

3. Debtor losses and misuse of personal data

The detriment suffered by borrowers in fintech lending collection practices often extends beyond financial loss. Significant harm arises in the form of psychological distress, shame, reputational damage, workplace disruptions, strained family relationships, and a loss of security resulting from the dissemination of personal information. The misuse of borrowers' personal data in online lending constitutes a serious issue, as information originally provided for service purposes can be weaponized as a tool for social pressure (Rustam, 2025).

Debt collection involving personal data differs in nature from standard collection practices. When a debt collector contacts individuals from the debtor's mobile phone contacts, discloses debt-related information, uses the debtor's photograph, or sends messages to parties unconnected to the loan, the action ceases to be solely about debt recovery. Such actions cross into the realm of data-driven coercion. In this context, the debtor is viewed not merely as a party with outstanding arrears, but as an individual whose dignity and privacy are vulnerable to attack via digital systems. Law Number 27 of 2022 concerning Personal Data Protection is highly relevant here, as peer-to-peer (P2P) lending platforms qualify as personal data controllers. These platforms determine the purposes and means of processing customer data; consequently, the misuse of personal data for inhumane collection practices can give rise to administrative, civil, and criminal liability (Rustam, 2025). A debtor's consent to data access must not be construed as unrestricted permission to disseminate debt-related information or to humiliate the debtor.

The framework for platform liability in this context entails three obligations. First, the platform must ensure that data is used solely for legitimate purposes. Second, the platform must restrict data access for debt collection purposes. Third, the platform must provide redress for losses incurred when debtor data is used beyond the scope of proper debt collection. The harm resulting from the dissemination of personal data during online loan collection demonstrates that consumer protection cannot be separated from personal data protection (Dzahabi et al., 2025).

4. The legal liability framework for fintech lending platforms regarding debt collection practices

   The legal liability framework for fintech lending platforms regarding debt collection practices that disadvantage borrowers can be formulated into three primary forms, namely:

   a. Preventive liability

      Platforms are required to prevent unlawful collection practices from the outset through measures such as debt collection Standard Operating Procedures (SOPs), restrictions on data access and communication hours, prohibitions against contacting parties other than the borrower, training for collection personnel, audits of third parties, and easily accessible complaint channels. Consumer protection in fintech lending cannot rely solely on handling complaints after a violation has occurred; rather, the provider's governance structure must be designed to mitigate risks from the very beginning (Putri et al., 2025).

   b. Corrective responsibility

      When a borrower is subjected to intimidation, threats, data dissemination, or collection efforts involving third parties, the platform is obligated to halt such actions, investigate the collecting party, revoke data access, address the borrower's complaint, and rectify its collection systems. This corrective obligation is crucial because merely providing a complaint channel is insufficient; the channel must lead to tangible action.

   c. Repressive responsibility

      If collection practices involve threats, extortion, harassment, the dissemination of personal data, or pressure that degrades the borrower's dignity, liability may extend to administrative, civil, and even criminal realms. Criminal law enforcement in P2P lending becomes relevant when collection practices transcend the scope of civil disputes and instead involve threats, data misuse, or actions intended to intimidate the victim (Anggraini & Wiraguna, 2025). In the context of using debt collectors, corporate criminal liability may be linked to the actions of the collector if the collection is carried out for the company's benefit and occurs within an employment relationship that benefits the corporation (Akobiarek et al., 2025).

      In conclusion, it can be affirmed that fintech lending platforms bear legal liability due to their status as LPBBTI (Information Technology-Based Joint Funding Service) providers, electronic system operators, financial service business actors, personal data controllers, parties collaborating with debt collectors, and entities deriving economic benefits from the funding process. A debtor in default remains obligated to settle their debt. However, default does not negate the debtor's rights regarding personal data protection, a sense of security, dignity, and humane treatment. The right to collect debt must remain subject to the law; if this right is exercised in a manner that harms the debtor, the platform cannot evade legal liability.

CONCLUSIONS AND RECOMMENDATIONS

Conclusion

The legal framework governing the liability of fintech lending operators regarding debt collection practices in Indonesia essentially designates the operator as the party responsible for ensuring that the collection process adheres to principles of law, ethics, transparency, accountability, and consumer protection. This obligation extends beyond the platform's right to collect from defaulting debtors; it also imposes limits on collection methods, prohibiting actions involving threats, coercion, the disclosure of personal data, or the involvement of uninvolved third parties. The regulatory basis for this lies in the latest LPBBTI (Information Technology-Based Joint Funding Services) regime under POJK Number 40 of 2024 and the financial services sector consumer protection framework under POJK Number 22 of 2023. The legal liability of fintech lending platforms stems from their roles as system managers, data controllers, service mechanism administrators, and entities capable of collaborating with debt collectors. Consequently, a platform cannot absolve itself of liability if collection practices harm the debtor even when the collection is carried out by a third party. This liability encompasses preventive measures to avert violations, corrective actions to halt and rectify problematic collection activities, and repressive measures to address instances where collection efforts have caused legal harm to the debtor. While debtors remain obligated to repay their debts, the right to collect must not be exercised in a manner that undermines the debtor's dignity, sense of security, or personal data protection.

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