

CIVIL LEGAL ASPECTS IN INSURANCE AGREEMENTS (RESEARCH STUDY OF PT PRUDENTIAL LIFE ASSURANCE)

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Abstract

This study discusses life insurance products accompanied by long-term investments from PT Prudential Life Assurance, which offers protection for insured by considering high risks related to market fluctuations and global economic uncertainty. This insurance product requires an in-depth understanding related to the legal arrangements for the insured, the legal liability of the insurance company in fulfilling claims, and the dispute resolution mechanism between the two parties. Therefore, it is important to research various legal aspects related to the implementation of life insurance products, especially those related to claim obligations, dispute resolution, and the difference between sharia and conventional insurance premiums. The formulation of the problem in this study is how the legal arrangements relate to life insurance products and what are the forms of legal liability that must be fulfilled by insurance companies in the claims process. This study aims to: 1) analyze the form of legal protection of the insured in the payment of life insurance claims, 2) examine the responsibility of insurance companies in the payment of life insurance claims, and 3) compare the form of dispute resolution and the difference between sharia and conventional insurance premiums. The methods used in this study are normative juridical approaches and empirical juridical approaches. The normative juridical approach is used to analyze legal provisions relevant to life insurance products, be it laws and regulations, agreements in insurance policies, or legal principles that govern legal protection for the insured. An empirical juridical approach is used to dig into data from practice in the field, which involves interviews with relevant parties in insurance companies and analysis of cases related to insurance claims. The data used in this study consisted of: 1) company policy documents and insurance policies, 2) laws and regulations governing the life insurance industry, 3) interviews with parties involved in the claims mechanism and dispute resolution, and 4) case studies related to insurance claims. The conclusion of this study shows that: 1) Legal protection for the insured in the payment of life insurance claims has been regulated in the applicable legal provisions, both through laws and regulations and clauses in the insurance policy, 2) The responsibility of insurance companies in the payment of claims is strictly regulated in the Consumer Protection Law, the Civil Code, and the Law on Insurance Business, 3) The settlement of insurance claims disputes is generally carried out through institutions Arbitration is in accordance with the terms of the policy, but can also be conducted through legal channels if there are no arbitration clause. The difference between sharia and conventional insurance premiums lies in the legal basis and the fund management mechanism, although both have similar basic principles in terms of legal protection for the insured.

Keywords: *Legal Aspects, Insurance Agreements, Life Insurance.*

INTRODUCTION

Everyone certainly has a risk to the soul and body that needs to be protected from unpredictable dangers. This concern encourages a person to seek protection for himself or his family from various threatening dangers, but if an undesirable situation occurs such as death, illness or even disability. Insurance is an agreement between two parties, namely the insurance company and the policyholder which is the basis for the receipt of premiums by the insurance company in return for:

A. Provide compensation to the insured or policyholder for losses, damages, costs incurred, loss of profits or legal liability to third parties that may be suffered by the insured or policyholder due to the occurrence of an uncertain event.

B. Providing payments based on the death of the insured or payments based on the life of the insured with

benefits whose amounts have been determined and are based on the results of fund management.

One thing that is quite tricky in insurance is the issue of claims which are the insured money given by the insurance company or insurer to the insured. It can be seen that the life insurance agreement is not implemented in good faith by the parties involved as regulated in the life insurance policy. This is where the dissonance arises between what is expected (*das sollen*) and the reality in society (*das sein*). Therefore, the author is interested in conducting research with the problems as formulated above with a work entitled "Civil Law Aspects in Insurance Agreements (Research Study of PT Prudential Life Assurance)"

FORMULATION OF THE PROBLEM

The formulation of the problem in this research is:

1. What are the legal regulations regarding insurance agreements?
2. What is the legal responsibility for the civil aspect of an insurance agreement?

RESEARCH PURPOSES

The objectives of this research are:

1. To understand and analyze the legal regulations for life insurance agreements in Indonesia, especially those relating to the legal basis, clauses in the policy, and civil law principles underlying the relationship between insurance companies and policyholders.
2. To analyze the form of legal liability of insurance companies from the civil law aspect in life insurance agreements, especially regarding the implementation of claim payment obligations to the insured or heirs, in accordance with the legal provisions in force in Indonesia.

RESEARCH METHODS

This type of research is directed at the type of research using legal research. This research uses a normative legal approach and empirical legal approach, which is explained as follows:

1. Normative Legal Approach, namely an approach carried out by analyzing laws and regulations relevant to life insurance agreements, including:
 - Civil Code (KUHPer),
 - Law Number 40 of 2014 concerning Insurance,
 - Law Number 8 of 1999 concerning Consumer Protection,
 - Insurance policy as a form of agreement between the company and the policy holder,
 - The principles of civil law that govern the contractual relations between the parties.
2. Empirical Legal Approach, namely the approach used to understand the application of law in practice through field data, which is obtained through:
 - Interview with the insurance company (PT Prudential Life Assurance),
 - Analysis of cases related to life insurance claim disputes,
 - Observation of the dispute resolution process, whether through arbitration or other legal channels.

The types of data used are secondary and primary data types:

Primary Data: Results of interviews with sources from PT Prudential, as well as insurance policy documents or archives and case decisions.

Secondary Data: Relevant laws and regulations, legal literature, journals, books and scientific articles.

RESULTS AND DISCUSSION

A. RESULTS

In this study, after analyzing the applicable regulations related to insurance agreements, several things were found that need to be discussed further:

a. Legal Regulations of Insurance Agreements

Based on the Civil Code (KUHPerdata) and Law 40 of 2014 concerning insurance, an insurance agreement is an agreement arising from an agreement between two parties, the insurance company as the insurer and the policyholder as the insured. PT Prudential Life Assurance in practice has regulated in detail the obligations and rights of the insured in the insurance agreement. These provisions are stated in the policy issued by the company and are used as a reference in every claim filed by the insured or heir.

b. Legal Liability and Insurance Agreements

Based on the research conducted, it was found that PT Prudential Life Assurance carries out legal responsibilities in accordance with the provisions of the insurance agreement. If the insured has an accident

or illness that results in permanent disability or death, the insurance party is obliged to pay the claim in accordance with the benefits stated in the policy. However, there is also a risk for the insured or heirs if the obligation to pay the premium is not fulfilled on time or if the investment results are not sufficient to pay the premium, in this case, the policy can be lapsed and lose its benefits.

C. Legal Protection for Customers

Legal protection for customers in the insurance agreement of PT Prudential Life Assurance is reflected in the established procedures. All claims filed by customers or heirs will go through a very strict validation process, including verification, supporting documents such as doctor's certificates, medical evidence and related letters.

DISCUSSION

This study highlights the importance of legal regulation in insurance agreements made by PT Prudential Life Assurance. Based on the Civil Code (KUHPerdata), insurance agreements are included in reciprocal agreements that require both parties to fulfill the obligations that have been mutually agreed upon. Insurance agreements are also regulated in Law Number 40 of 2014 concerning Insurance, which regulates the operations of insurance companies in Indonesia, the rights and obligations of the insured, and the responsibilities of insurance companies in carrying out their business activities. Article 3 of Law Number 40 of 2014 states that every insurance company is required to maintain the continuity of the insurance business and provide protection to the insured based on prudence. This requires insurance companies to be transparent and accountable in carrying out their duties. Likewise in Law Number 2 of 1992 concerning insurance business, which regulates the basic principles of insurance business and provide guarantees against risks that may arise for the insured. Article

16 Law Number 40 of 2014 stipulates that premium payment is the main obligation for the insured to obtain insurance protection. In this case, if the premium is not paid on time, the insurance policy is considered lapsed or no longer valid, which involves the loss of the customer's claim rights, and also in this case Article 25 Number 40 of 2014 explains that the insurance party must provide clear information to the insured regarding premium obligations and risks that may occur if they do not fulfill these obligations. And in Article 18 of Law Number 40 of 2014 it is stated that insurance companies are required to regulate claim procedures clearly, involving the necessary documents such as a doctor's certificate or police report in the event of an accident or death. This procedure ensures that claims filed by the insured heirs can be processed transparently and in accordance with the provisions.

In practice, PT Prudential Life Assurance also follows the regulations in the Financial Services Authority Regulation (OJK) Number 23/POKL.02/2015 which regulates the transparency of information provided by insurance companies to customers. OJK as a supervisory institution also plays a role in ensuring that insurance companies carry out their operations in accordance with protecting customer interests. In the Civil Code, especially in Article 1338, it is stated that an agreement made by both parties is valid as long as it does not conflict with the Laws and Norms prevailing in society. Therefore, insurance agreements, including those at PT Prudential Life Assurance, must comply with the legal provisions in force in Indonesia in order to be valid and binding on both parties. In this case, legal protection for customers is very important and both parties, both insurance companies and customers, must understand their obligations well. The government and supervisory institutions such as OJK also play an important role in ensuring that the insurance industry runs fairly, transparently, and ensures that the insurance industry runs fairly, transparently and is trusted by the public. Based on the results of the research conducted, the insurance agreement at PT Prudential Life Assurance provides a fairly clear picture of how an insurance company can operate within the legal framework in Indonesia. Several things to note in this discussion:

1. Validity of Insurance Agreements from a Civil Law Perspective

In civil law, insurance agreements are included in the category of reciprocal agreements that bind both parties. In the research of PT Prudential Life Assurance, we can see that clear regulation in the policy can provide legal certainty for both parties (Insurer and Insured). However, the challenge that arises is how to ensure that everything submitted is in accordance with applicable provisions and agreements.

2. Transparent Mechanism

A transparent and well-structured mechanism is one of the factors that provide legal protection for customers. PT Prudential Life Assurance provides procedures ranging from filling out the form to claims that verify supporting documents. And it is important for insurance companies to continue to provide education to customers about the importance of premiums and understanding the risks that

may arise.

3. Legal Certainty in Insurance Disputes

Related to disputes that may arise, this study shows that legal protection of customers must be good, existing legal provisions, both in insurance laws and in the Company's internal regulations, and customers to get good service. And the Company must also ensure that the dispute resolution mechanism is carried out fairly and in accordance with applicable regulations.

Power of Attorney to Charge Mortgage Rights (SKMHT) is an important legal instrument in the collateral system in Indonesia, especially in relation to mortgage rights on land. SKMHT is a power of attorney given by the landowner to another party (usually a creditor or recipient of collateral) to charge mortgage rights on land used as collateral or debt security. This instrument plays a very important role in providing convenience for creditors in securing their rights to the collateral object, without requiring the transfer of asset ownership from the debtor to the creditor.

a. Factors Causing Default

Default is a legal term that refers to the failure of one party to fulfill obligations agreed upon in an agreement. Factors that cause default include:

1. Financial inability

The financial inability of the debtor is often the main cause of default in a financing agreement. The factors underlying this inability are diverse, including deteriorating economic conditions, which can have a direct impact on the debtor's income and ability to pay his debt obligations. This situation is further complicated if the debtor experiences bankruptcy or a liquidity crisis resulting in the loss of resources to meet debt payments on time. (Pratama, 2022)

2. Errors or omissions

Mistakes in the implementation of obligations, whether intentional or unintentional, often lead to a breach of contract between the parties involved. A breach of contract occurs when one party fails to fulfill its obligations according to the provisions agreed in the contract. A common example is a delay in the delivery of goods or the provision of services that do not comply with the specifications agreed upon at the beginning of the agreement. This delay can be caused by various factors, such as disruptions in the supply chain, lack of coordination, or errors in time planning. In addition, the provision of inappropriate services, such as the quality of goods or services that do not meet the agreed standards, can also be considered a breach of contract, because the recipient of the service does not receive the benefits as expected. (Ihsan, 2023)

3. Lack of Understanding of the Contract:

Lack of understanding of the contents of the contract or applicable legal provisions is often the root of the problem of default in an agreement. When the parties involved in the agreement do not fully understand the clauses, rights, and obligations stated in the contract, the risk of misunderstanding or non-compliance in the implementation of obligations becomes higher. This can be caused by various factors, such as difficult to understand legal terminology, contract provisions complex, or lack of consultation with a legal expert when signing the agreement. (Rahmi Febriani et al., 2023)

4. Legal and Regulatory Conditions

Sudden changes in regulations or legal policies can have a significant impact on the implementation of a contract, especially when the new policy directly limits or even prohibits the business activity that is the core of the agreement. When the government issues new regulations that prohibit a business activity or impose additional requirements that are not included in the initial contract, the parties bound by the agreement may no longer be able to fulfill their agreed obligations. (Samsidar, 2024)

CONCLUSION

Based on research conducted on PT Prudential Life Assurance regarding legal protection, it can be concluded that:

1. Legal Regulations Related to Insurance Agreements Legal regulations related to insurance agreements in Indonesia are regulated in various laws and regulations, including the Civil Code (KUHPerdota) and Law Number 40 of 2014 concerning Insurance. In an insurance agreement, there are provisions that regulate the contractual relationship between the insurance company and the policyholder, which are reflected in the insurance policy as a written agreement that regulates the obligations and rights of each party. This legal regulation provides a clear basis for the policyholder's rights to obtain insurance protection and claims, as well as the insurance company's obligations in fulfilling these claims, as long as they meet the requirements stated in the policy.

2. Legal Liability of Insurance Companies Legal liability of insurance companies in life insurance agreements is greatly influenced by the provisions in the insurance policy and applicable laws and regulations. In the results of an interview with one of An Marhenna Br Tarigan's customers as a policy holder, with policy number 14706158 where PT Prudential Life Assurance, as an insurance company, has a legal obligation to pay claims to the insured in accordance with the benefits stated in the policy, if the claim conditions are met, such as death or permanent disability due to an accident. However, the insurance company's obligation to pay claims can be disrupted if the insured does not fulfill its obligations, such as late payment of premiums or if there is an investment loss in a unit link insurance product. The company's legal liability is also reflected in the provisions of the Consumer Protection Law which gives policyholders the right to receive transparent services and in accordance with the agreement in the policy.

SUGGESTION

It is expected that insurance companies provide more intensive education to customers regarding the rights and obligations in insurance agreements, in order to reduce claim disputes that may arise. In addition, simplification and transparency in claim procedures also need to be considered to ensure that claims can be processed quickly and efficiently. Tighter government supervision of the insurance industry is also important so that protection of customer rights can be implemented properly. Finally, the development of sharia-based insurance products can be a more attractive alternative for customers who want fund management in accordance with sharia principles.

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