Juridical Analysis Of Civil Decision Number 219/Pdt.G/2020/Pn Jkt. Pst. Concerning Legal Protection Of Policy Holders Due To Insurance Companies Failure To Pay Insurance Products For Time Savings

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Abstract

The purpose of this writing is to find out the problems related to how the regulations are related to insurance and how protection is related to policyholders from insurance companies that are unable to pay for one of the products in the agreement. This writing discusses the basic arrangements related to insurance and legal protection for policyholders, especially victims of default in term savings insurance products. The achievement of legal certainty is supported by the existence of statutory regulations no. 21 of 2011 concerning the Financial Services Authority no. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. Given that insurance policy holders are generally individuals, a number of laws and regulations pay more attention and legal protection to insurance policy holders.

Keywords: Civil Decisions, Insurance, Legal Protection Of Policyholders.

INTRODUCTION

Economic growth is a very important indicator for assessing the performance of an economy, especially for analyzing the results of the process of economic development in a country or region. The economy is said to experience growth when the production of goods and services increases from the previous year. Economic growth shows the extent to which economic activity can generate additional income or social welfare in a certain period which can illustrate that the economy of the country or region is developing well (Kansil & Susilawati, 2020).

According to Untoro, economic growth is the development of activities in the economy that causes goods and services produced in society to increase and people's prosperity to increase in the long term.

Meanwhile, according to Kuznets, economic growth is an increase in the long-term capacity of the country concerned to provide various economic goods to its population (Nikiforov, Suvorova, & Zenin, 2020).

High economic growth can be accelerated through a well-implemented and sustainable process of economic development and the results can be enjoyed by the entire community (Polina-Stashevskaya, 2022). Among the high-income minority group or from the majority group of low-income people, if the assignment of economic development obligations is delegated to high-income people, then they will be able to spur growth properly. However, if the majority of low-income groups are elected, the results of development must be shared equally and this makes it less likely to achieve a higher level of Gross National Product nationally (Packman, 2020).

Thus, a means is needed to be able to spur economic development both at the low, middle and high income community levels. It is necessary to build people's minds so that they can use the income they get properly and wisely, one of which is by introducing investment. Investment can be an option used by the community in order to increase income in order to boost the economy in that country (Riyanti, 2023).

In line with what has been stated by several experts, such as According to Lewis in Todaro, the effect of economic growth on employment starts from investment in the industrial sector, and the overall accumulation of capital in the modern sector will lead to an expansion of output in the modern sector. The transfer of labor from the agricultural sector to the modern sector (industry) will further increase output growth and increase employment in the modern sector. According to Kuncoro, economic growth also depends on the amount of investment value that can drive the economy (Puspita & Razak, 2023). Investment itself has many kinds that can be used by the community, in order to realize the needs as previously described.

In addition to the public's great concern about the importance of maintaining financial security and stability as explained earlier, today's modern society is also starting to prepare investment funds related to self (self) as well as anticipating loss problems that involve everyday life. One that is often chosen by the public as a place to prepare investment funds for this is insurance (Noussia, 2021).

The term insurance comes from the Dutch " Verzekering or Assurantie ". Translated by R. Sukardono with coverage, in English it is called " Insurance ". The terms insurance and coverage have the same meaning, the term coverage is commonly used in legal literature and law college curriculum in Indonesia, while the term insurance is widely used in the practice of the insurance business world is a legal term used in legislation . invitees and insurance companies. The term insurance comes from the word "insurance" with the prefix role, hence the legal term "insurance" appears which means all business related to insurance.

Insurance plays an important role, because in addition to providing protection against possible losses that will occur, insurance provides a huge impetus towards other economic developments. Apart from the public, insurance is also used by companies as a step to invest

funds to minimize losses that will arise in the future, this is because insurance has become an essential part of every company. Investment bankers, for example, will feel more confident in their evaluation of certain projects if all the project risks are covered by insurance. Thus, insurance companies whose main task is to provide protection to other companies have become an economic institution that has no small role. Currently the development of insurance shows a significant development. Companies engaged in the insurance services industry offer a wide range of insurance products ranging from loss insurance, life insurance, health insurance, employment insurance and others to insurance that has an element of savings such as unit-linked life insurance (Schwarcz, 2019).

Then what just happened was regarding the failure to pay the policy by the insurance company PT. Jiwasraya Persero. This problem occurs because the company has failed to pay the policy for the insurance product to its customers. This case really attracted the public's attention because the recorded losses were quite large, namely around 25 billion Rupiah (Feliks, 2022). This is a big question for the public regarding how transparent the insurance company is as a state company that carries out activities that save public finances into the company. Based on the above, the author wants to know and at the same time explore more about this case so that as a step to provide information, explanation and knowledge to the public regarding the transparency contained in the state-owned insurance company in this case, the author takes this topic of discussion (Fajrina & Waspiah, 2021).

METHOD

This journal has been prepared based on normative juridical research methods, which are carried out using a statute approach , a concept approach and a case approach , which are supported by primary legal materials in the form of applicable laws and regulations and secondary legal materials in the form of books. -books and legal journals that are relevant to the legal issues raised in this journal.

RESULT AND DISCUSSION

The Basic Concepts Of Insurance In Indonesia

A. Agreement Law (Contract) in Indonesia

1. Sources of Agreement (Contract) Law in Indonesia

According to Algra as quoted by Sudikno Mertokusumo in his book, classifying legal sources into 2 (two types), namely:

a. Source of Material Law, namely the origin of the substance of the law is taken. This source of material law is actually aspects that play a role in assisting the formation of law. Examples of this source of law are social relations, political power relations, socio-economic situations, traditions, results of scientific research, international developments, and geographical conditions;
b. Source of Formal Law, namely the place or source from which a regulation obtains legal force. This source of law is related to the form or method that causes the legal regulation to be

formally enforced. Examples of formal sources of law are statutes, international treaties, jurisprudence and custom

Based on the two types of legal sources above, a common thread can be drawn, that the source of contract law also comes from the same source of law, both from material sources of law, as well as formal sources of law in the form of laws, jurisprudence, international agreements and customs (Harahap & Sativa, 2023).

The legal source of agreements (contracts) originating from the law itself, is essentially a legal source of products produced by the President together with the House of Representatives. In the following, examples will be given regarding the legal sources of agreements (contracts) originating from statutory regulations.

2. Algemene Bepalingen van Wetgeving voor Indonesia (AB)

Algemene Bepalingen van Wetgeving voor Indonesie (AB) is a general regulation of the Dutch East Indies government that was enforced in Indonesia. AB is regulated in Staadblad. 1847 Number 23, and officially announced on April 30, 1847. AB consists of 37 Articles.

The source of civil law in the form of agreements with AB can be found in Article 3 which states that as long as the law does not stipulate otherwise, civil law and commercial law apply both to foreigners and to Dutch citizens. In this case, based on Article 3 AB, Indonesian contract law originating from Burgerlijke Wetboek (BW) / Civil Code applies to Indonesian citizens.

In addition, there is Article 23 AB which states that laws which have to do with public order or good morals, cannot be removed by action or approval. This diction of "agreement" explains that AB is one of the legal sources of agreements (contracts) in Indonesia. Article 23 AB is then used as the legal basis for a halal agreement (Tereszkiewicz & Południak-Gierz, 2023).

Within the legal scope of international civil agreements, Article 16 AB which states that the provisions of the law (in this case the Burgerlijke Wetboek/BW/ Civil Code) regarding the status and authority of a person remain valid for Dutch East Indies citizens when he is abroad, Article 17 AB which states that the law applies to immovable goods where the goods are located, and Article 18 AB which states that any legal action will be decided by a court according to the laws of the country or place where the legal action is carried out.

3. Civil Code (Code of Civil Code / Burgerlijke Wetboek)

The Civil Code is a codified legal regulation which is a legacy of the Dutch East Indies Government. This Civil Code was promulgated by the Dutch East Indies Government on April 30,

1847 through staatsblad 1848 Number 23, and in Indonesia it was promulgated on April 30, 1848. This Civil Code applies in Indonesia based on the concordance principle. In the Civil Code there is also a legal source of agreements (contracts) which are regulated in Book III concerning Contracts.

4. The Commercial Law Code (KUHD/ Wetboek Van Koophandel)

   The Criminal Code, which is a lex specialis of the Civil Code, is also a source of contract law, because there are arrangements in it, for example insurance, money orders, sea work agreements, and so on.

5. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution Options.

   This Law is a legal source of agreements (contracts) because there are provisions regarding arbitration agreements, arbitration dispute resolution requirements, and arbitration conditions.

6. Law Number 24 of 2000 concerning International Agreements.

   In this law there are 22 articles which basically regulate the making, ratification, enforcement, storage, and termination of international treaties.

7. Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services.

   Regulations from the Financial Services Authority which is a state institution can also be a source of contract law in Indonesia. The reason the Financial Services Authority Regulation mentioned above can be a legal source of agreements (contracts) in Indonesia is that it contains arrangements regarding information technology-based money-lending service agreements (Nousia, 2020).

8. And other laws and regulations.

   Furthermore, jurisprudence (in simple language, namely judge's decision) which is the result of a judicial product, which contains norms/rules and legal regulations that bind the parties to a dispute, especially in civil disputes, is also one of the sources of contract law in Indonesia. For example the 1919 Hoge Raad Ruling regarding the definition of an unlawful act. With the Decision of the Hoge Raad 1919, the notion of against the law is not adopted in a broad sense, but in a narrow sense. The decision of the Hoge Raad 1919 is used as a guide by judges in Indonesia in deciding disputes on unlawful acts.

Furthermore, there are treaties which are international agreements made between two or more countries in the civil field, especially contracts. For example, the production sharing agreement made between the Government of Indonesia and PT Freeport Indonesia Company regarding the copper and gold production sharing agreement.

B. Principles in the Law of Agreements (Contracts) in Indonesia

In the law of agreements (contracts) in Indonesia, there are several principles that are substantial and important, namely:

1. The Principle of Freedom of Contract (Contractsvrijheid/ Freedom of Contract)

The parties to the contract according to their free will can make agreements and each person is free to bind himself to whoever he wants. The parties are also free to determine the scope of the contents and requirements of an agreement provided that the agreement is not contrary to coercive laws and regulations, both public order and decency.

2. The principle of consensualism

The principle of consensualism is contained in Article 1320 paragraph (1) of the Civil Code which states that one of the conditions for a valid agreement is the existence of an agreement between the parties. The principle of consensualism is a principle which states that agreements are generally not made formally, but are sufficient with the agreement of both parties. The agreement is an agreement between the will and the statement made by both parties. This principle relates to the form of the agreement.

3. Principle of Pacta Sunt Servanda

The meaning of this principle can be found in Article 1338 paragraph (1) of the Civil Code which reads "Agreements made legally apply as laws". This principle means that anyone, both parties, and judges, must respect the contents of the contract like a law. They may not intervene in the substance of the contract made by the parties. This principle can also be mentioned as the principle of legal certainty.

4. The Principle of Good Faith (Good Will/ Goede Trouw)

This principle can be found in Article 1338 of the Civil Code which reads: "Agreements must be implemented in good faith". The principle of faith is the principle that the parties, namely creditors and debtors, must carry out the substance of the contract based on firm trust or belief or the good will of the parties.

5. The Principle of Personality (Personality)

The legal basis for this principle is Articles 1315 and 1340 of the Civil Code. Article 1315 of the Civil Code reads: "In general, a person cannot enter into an agreement other than for himself. Article 1340 of the Civil Code reads: "Agreements only apply between parties who make them". The two clauses mean that the agreement can only apply to the parties listed in the contract. This is what is called the principle of personality (Yusuf & Wahyuningati, 2022). However, there are special provisions in Article 1317 of the Civil Code which allow making agreements for the benefit of third parties. In addition, there is also a provision in Article 1318 of the Civil Code which allows a person to enter into an agreement for the benefit of himself, his heirs, and those who obtain rights from him.

In addition to these five principles, at the Workshop on Legal Engagements held by the National Legal Development Agency, Ministry of Justice in 1985, eight principles of national engagement law were formulated. These principles include:

a. Principles of Trust

The principle of trust is the principle whereby a person who enters into a contract with another party must be able to foster a sense of trust between the two parties in which each other will fulfill his achievements. Without trust, the contract is impossible to be held by the parties. This principle is a development of the principle of good faith.

b. Principle of Equality

The principle of legal equality means that legal subjects, both humans and legal entities entering into agreements, have the same position or rights and obligations before the law. They may not be differentiated from one another, even though the legal subjects differ in skin color, religion, and race.

c. Principle of Legal Certainty

This principle of legal certainty is a principle which states that agreements apply as laws. The principle of legal certainty is synonymous with the principle of pacta sunt servanda.

d. Moral Principles

This principle relates to a reasonable agreement, which is a voluntary act of a person who cannot claim the right for him to sue the performance of the debtor. This can be seen in zaakwarneming, in which a person commits an act voluntarily (morally), the person concerned has a legal obligation to continue and complete his actions. One of the factors that motivates those concerned to carry out legal actions is based on decency (moral) as a call from their conscience.

e. Principle of Compliance

This principle relates to provisions regarding the contents of the agreement which are required by propriety based on the nature of the agreement.

f. Habit Principle

An agreement is not only binding for what is expressly regulated, but also for things that are commonly followed according to custom.

g. Protection Principle

The principle of protection, namely the principle which implies that between debtors and creditors must be protected by law. However, it is the debtor who needs protection because this party is in a weak position.

h. The Principle of Balance.

This balance principle will be discussed further in the next sub-chapter.

Besides that, Mariam Darus Badrulzaman also added several other principles including the principle of freedom to enter into agreements, consensualism, and the principle of binding force.

C. Conditions for the Validity of the Agreement and its Legal Consequences

In Article 1320 of the Civil Code, it states 4 (four) conditions that must be met for the agreement to be valid, namely:

I. Agree those who bind themselves;
II. Capable of making an agreement;

III. Regarding a certain matter;
IV. A lawful reason.

The first and second conditions are referred to as subjective conditions. Referred to as a subjective condition because it relates to the subject or party entering into an agreement. Meanwhile, the third and fourth conditions are called objective conditions. It is referred to as an objective condition because it relates to the object of the agreement itself.

If the four conditions above are fulfilled in making the agreement (contract), the agreement will have legal consequences, namely binding on the parties, and applies as law for the parties, and cannot be withdrawn unilaterally.

D. Cancellation of an Agreement (Contract) and its Legal Consequences.

The legal condition of the first agreement, namely consensualism, is a very important condition in the agreement. Violation of the first requirement in legal language is also known as a defect of will (wilsgebreken). Deficiency of will is a deficiency in the will of the person or persons who commit acts which hinder the conformity of the will of the parties to the agreement. Defects of will are divided into 3 (three) types, namely oversight (dwaling), coercion (dwang) and fraud (bedrog). The parties/subjects in the agreement must agree, agree, or agree on the main points of the agreement entered into without being followed by defects of will. What is desired by one party is also desired by the other party. They want the same thing in return (Simanjuntak, Widiarty, & Damian, 2022).

Regarding the second requirement, namely legal competence, according to Article 1330 of the Civil Code, people who are incapable of making an agreement have the following criteria:

a. immature persons;
b. Those who are placed under guardianship;
c. Women (married women) in matters stipulated by law, and all persons to whom the law has made certain agreements.

The third requirement from legal incapacity, where married women are not allowed to enter into agreements (contracts) was declared no longer valid, after the issuance of the Supreme Court Circular Number 3/1963, and also the promulgation of Law Number 1 of 1974 concerning Marriage.

If the first and second conditions (subjective conditions) in Article 1320 of the Civil Code are violated, then the agreement (contract) can be canceled (in English: Voidable and in Dutch: Vernietigbaar). The agreement can be canceled if there are parties who request cancellation. If neither party objects, then the agreement (contract) remains binding.

The third condition states that an agreement must be about a certain matter. An agreement must be about a certain matter, meaning that what is promised must be clear. In other words, the rights and obligations must be explicitly stated in the agreement.

The fourth requirement is the condition for a lawful causa/cause. Halal means that an agreement made must not conflict with existing laws and regulations.

If the third and fourth conditions (objective conditions) are violated, then the agreement (contract) can be null and void (in English: Null and Void and in Dutch Nietigheid). Null and void means that the agreement (contract) is deemed to have never existed from the beginning of the making of the agreement (contract).

E. Contract Disputes and their Resolution

In essence, the parties are obliged to obey or comply with the agreement (contract) that has been determined. However, it is undeniable that in every existing agreement (contract), there is a possibility for a condition to arise where one party does not fulfill its obligations to the other party so that the other party's rights are harmed. This is what is referred to as a contract dispute, where one party (the debtor) does not fulfill the achievements contained in the contract so that it is detrimental to the recipient of the achievement (creditor). The creditor, in defending his rights, may not act arbitrarily and may not judge himself (arbitrary action), instead he must act based on the legal regulations stipulated in the law to seek a settlement of the contract dispute.

Based on the law, there are two ways to resolve contract disputes, namely:

a. Litigation Method

Based on Article 6 paragraph (1) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, it is stated that civil disputes or differences of opinion can be resolved by the parties through alternative dispute resolution based on good faith by excluding litigation settlement in the District Court.

Based on the article above, it can be concluded that the settlement of civil disputes by litigation is the settlement of civil disputes before the court. According to Frans Hendra Winarta, conventionally, dispute resolution in the business world, such as in trade, banking, mining projects, oil and gas, energy, infrastructure, and so on, is carried out through a litigation process. In the litigation process, the parties are mutually opposed to each other, besides that litigation dispute resolution is the final means (ultimum remedium) after other alternative dispute resolutions have not produced results.

b. Non-Litigation Method

Non-litigation dispute resolution can also be used as an alternative dispute resolution option. Based on Article 1 point 10 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Alternative Dispute Resolution (ADR) is an institution for resolving disputes or dissent through procedures agreed upon by the parties, i.e. settlement outside the court in the following ways:

1. Consultation, namely an action that is "personal" between a certain party (client) and another party who is a consultant party, where the consultant gives his opinion to the client according to the needs and needs of his client;
2. Negotiation, namely an effort to resolve disputes between the parties without going through a court process with the aim of reaching a mutual agreement on the basis of more harmonious and creative cooperation;

3. Mediation, which is a way of resolving disputes through a negotiation process to obtain an agreement between the parties assisted by a mediator. Initially, mediation was purely a non-litigation civil dispute resolution procedure. However, after the issuance of Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Court, mediation becomes one of the processes in litigation settlement (in court);
4. Conciliation, namely the mediator will act as a conciliator with the agreement of the parties by seeking an acceptable solution;
5. Expert judgment, namely the opinion of experts on a matter that is technical in nature and in accordance with their field of expertise.

In addition to the five methods/procedures above, there is also arbitration as an alternative dispute resolution institution. According to Black's Law Dictionary, Arbriration is the submission for determination of disputed matter to private unofficial persons selected in the manner provided by law or agreement . (Arbitration is the submission of disputes to people/referees chosen by the parties in a manner determined by law or agreement).

According to Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Arbitration is a method of settling a civil dispute outside the general court based on an arbitration agreement made in writing by the parties. In arbitration, the parties appoint an arbitrator or referee to resolve disputes between the parties (Aswin, Suhendro, & Indra Afrita, 2021).

According to Article 5 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, not all civil cases can be resolved through the arbitration process. Disputes which according to the law cannot be reconciled, such as grants, wills, alimony, and divorce, cannot be resolved through arbitration. Disputes that can be resolved through arbitration are only disputes in the field of trade and regarding rights which according to law and regulations are fully controlled by the parties to the dispute.

Arbitration is usually carried out in two ways, namely by an arbitration agreement containing an arbitration clause (pactum comromittendo) made in writing before a dispute occurs, or by an arbitration agreement itself (deed of compromise) made in writing after a dispute occurs. In practice, an agreement (contract) is explicitly stated in the choice of forum clause (choice of place for dispute resolution) of the parties to the contract.

If the parties to the contract choose an arbitration institution as the only choice of forum in the event of a dispute at a later date, in accordance with Article 11 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, the District Court is not authorized and may not intervene in disputes except in certain cases.

Regarding the choice of law , in general, if the dispute is a subject of Indonesian law, Indonesian civil procedural law will be used as the choice of law . However, the parties still have the right to determine the choice of law as desired.

According to Article 60 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, the arbitral award is final and has permanent legal force and is binding on the parties (final and binding). Final and Binding means that no further appeal, cassation, or review can be submitted. If the parties do not voluntarily enforce the arbitral award, then the award will be enforced based on an order from the Chairman of the District Court at the request of one of the parties concerned by submitting an application for enforcement of the arbitral award (Bogdan, 2022).

F. Business Characteristics Of Insurance Companies In Indonesia

1. Definition and Legal Basis of Insurance in Indonesia.

Insurance is an absorption from the word assurantie (Dutch), or assurance/insurance (English). In simple terms, insurance means coverage or protection of an object from the threat of harm that causes loss.

In terms of insurance or in Dutch " verzekering " means underwriting. Two parties are involved in insurance, namely: one is able to bear or guarantee that the other party will receive compensation for a loss that he or she may suffer as a result of an event that was not certain to occur or when it will occur.

According to Abbas Salim in his book Insurance and Risk Management provides a definition that:

"Insurance is a willingness to set small (small) losses that are certain as a replacement (substitution) for large, uncertain losses".

According to M. Nur Rianto, insurance is a mechanism of protection for the insured if he experiences a risk in the future where the insured will pay a premium to get compensation from the insurer.

Meanwhile, according to Article 1 paragraph (1) of Law Number 40 of 2014 concerning Insurance, it is stated that Insurance is an agreement between two parties, namely the insurance company and the policy holder, which forms the basis for receiving premiums by the insurance company in return for:

a. Provide reimbursement to the insured or policyholder due to loss, damage, costs incurred, loss of profit, or legal responsibility to third parties that may be suffered by the insured or policyholder due to an uncertain event; or
b. Providing payments based on the death of the insured or payments based on the life of the insured with benefits whose amount has been determined and/or based on the results of fund management.

Based on the opinions that have been presented above, in conclusion insurance is an agreement that occurs between two parties, where there is a party who becomes the insurer and there is a party who becomes the insured (policy holder), and there is a premium that the insurer gets from the insured with the aim to obtain guarantees from the insurer to the insured against events that are uncertain that the insured can experience.

The development of insurance in Indonesia began in the 1840s, when trading activities in plantation products developed quite rapidly, especially in port cities such as Semarang and Batavia at that time. The use of ships as transportation for carrying plantation products is certainly prone to accidents or damage to trade goods while traveling at sea, coupled with events such as piracy, fire or exposure to waves can also increase this risk. So in 1843 the first insurance company appeared in Indonesia at that time. "The first insurance company in Indonesia came from Dutch capital and was named Bataviaasche Zee en Brand-Assurantie Maatschappij which was established on January 18, 1843 and is located in East Kali Besar, Batavia," noted the Indonesian Senior Executives Association (ISEA) in the History of Insurance. in Indonesia (Abrar & TW, 2023).

To finance damages against the possibility of injury to the merchandise and ships of its members, the insurance company collects fees (premiums) from its members. This principle is known as fortuned many help fortuned one . "Thus many people who are lucky (not having a disaster) help one person who is not lucky," said Teddy Hailamsah, former managing director of PT. Central Asia Insurance in Insurance in Indonesia: Views of Insurance Figures Vol.

But in its development, insurance was originally only intended for the colonials, not for the natives. The insurance companies that were established at that time saw that the natives were not a potential target to become their customers. This happened because apart from being considered economically less potential, they considered the natives as a colonized nation which of course was only used as a tool to achieve the goals of the colonizing nation. Until the 1900s, none of the native children joined this insurance company, because native children tended to be in their own world and did not see insurance as a necessity.

This view began to change with the birth of the Budi Utomo organization. This transition of understanding started with the life of the native teacher at that time who was experiencing a very difficult life economically. Small salaries, uncertain economy, and no guarantees in the future if the backbone in one family dies, made Dwidjosewojo, a teacher in Magelang propose the formation of a joint life insurance agency at a meeting of the Dutch East Indies Goeroe Association (PGHB). His struggles also bore fruit, February 12, 1912 in Magelang, the first native insurance agency was formed named Onderlinge Levensverzekering Maatschappij PGHB or abbreviated as OL Mij PGHB. Along with its development, many parties want to join this insurance agency, including private parties. However, the colonial government banned it, because this institution was specifically for teachers and civil servants only. Responding to this, the management formed another insurance agency specifically to cover private parties with the name OL Mij Boemi Poetera Merdeka.

At the time when Indonesia became independent, around the 1960s, several insurance companies that were previously owned by Dutch people were then nationalized by the Indonesian government. This was done because the Indonesian government at that time saw insurance as an important branch of production for society and affecting the lives of

Lots. "In its considerations, the government is of the opinion that life insurance (coverage) companies are an important production branch for the community, and which affect the lives of many people," noted Soepartono in "Life Insurance: Means of State Economic Development" published in Wahana Daya, November–December 1977. At that time the average customer came from the middle to upper class. The grassroots are completely unable to reach out due to their ignorance about insurance and preferring their money to be allocated for food and shelter (Abraham, 2020).

Unlike banks and cooperatives, problems began to arise in the development of insurance at that time when the promotion of insurance did not really have a strong and massive resonance, the absence of insurance thinkers, and coupled with the emergence of cutting the value of money (sanering) by the government several times at that time which resulted in the value the money and claims of customers are eroded so as to make customers lose money. The year 1965 became the starting point for the revival of insurance along with the increase in people's incomes, political changes at that time, and with the issue of economic development and political stability by the new government regime (New Order). Then in 1966, the private sector was again grown by the New Order government and the economic lines controlled by state companies were then divided into three groups, namely Bureau Companies, Public Companies, and Persero (Tereszkiewicz & Południak-Gierz, 2023).

In an effort to publish and improve the quality of the insurance industry in Indonesia, the government then issued various policies formed in provisions and laws. One of the important legislative products at that time related to this matter was the issuance of Minister of Finance Decree No. 214 and 215/KMK.013/1988 known as the "December Package". Not long after that, a special law regarding insurance business was born which also became the first legal basis for insurance in Indonesia since the Republic of Indonesia became independent, namely Law no. 2 of 1992 (later there was an amendment with the issuance of Law No. 40 of 2014 concerning Insurance) along with Government Regulation No. 73 of 1992 and Decree of the Minister of Finance No. 223 to 226/KMK.017/1993 which regulates in great detail the steps of the insurance business in the world of insurance in Indonesia (Martseniuk, 2022).

2. Development of the Insurance Business Model

The insurance business model has undergone many changes. Along with the development of time and the development of science and technology. This also encourages people's thinking about guarantees for themselves and their assets getting bigger, so insurance and the insurance business are also experiencing growth. The development of the insurance business model to date can be categorized into several periods, namely:

a. Before Christ

In 356-323 BC, when Greece was under the rule of Alexander the great (Alexandre The Great), an aide named Antimenes needed a lot of money to finance the government at that time. To get this money Antimenes announced to the slave owners to register their slaves and pay a sum of money every year to Antimenes. In return, Antimenes promised them that if a slave escaped, he would order the slave to be arrested, or if not

captured he would be paid a sum of money in exchange. When examined and examined, the money received by Antimenes from slave owners is a kind of premium received from the insured, while Antimenes' ability to catch runaway slaves or pay compensation because of the disappearance of slaves is a kind of risk that is borne by the insurer. This agreement is similar to general insurance. In addition, at that time activities similar to life insurance had developed where people lent money to the government in return for interest every month until his death plus assistance with his burial costs. This form of agreement continued to develop until the 10th year AD in Roman times. The event of the agreement also marks the beginning of the development of general insurance and life insurance.

b. Middle Ages

In the 9th century in England, a group of people with similar professions formed an association called a guild . This association takes care of the interests of its members by promising that if a member has a house fire, the guild will provide an amount of money taken from the guild funds collected from the members. These agreements happen a lot and are similar to fire insurance. This form of treaty was further developed in Denmark, Germany and other European countries until the 12th century. In the 13th and mid-14th centuries trade by sea began to flourish. However, there are not a few dangers that threaten the journey of trade by sea. This situation began to occur to traders to look for efforts that could overcome possible losses arising by sea. This is the development of marine loss insurance. The above event is also the beginning of the development of loss insurance in sea transportation. This insurance is growing rapidly in coastal countries such as England, France, Netherlands, Germany, Denmark and other countries.

c. The After Middle Ages

In the 17th to 18th centuries, marine insurance and fire insurance experienced rapid development, especially in Western European countries. This development is understandable because many of these countries sail by sea to overseas countries, especially their colonies. The development grew bigger along with the formation of the French Code de Commerce in the 19th century, marine insurance was included as part of the codification. Then when the Wetboek van Koophandel Nederland was formed, marine insurance, fire insurance, crop insurance, and life insurance were included as part of this legal codification, and were also implemented in the Dutch East Indies through Staatblad Number 23 of 1847 based on the concordance principle. Then later in England, marine insurance itself was regulated specifically in the Marine Insurance Act which was formed in 1906.

d. The Age of Development of the Century of Science and Technology

At this time, in the 20th century, science and technology experienced rapid development. This also has a positive impact not only on the development of the insurance business itself, but also on the insurance supporting sector. The development of increasingly massive transportation facilities to remote areas has encouraged the development of land, sea and air transportation as well as increasing the mobility of passengers from one area to another. But it also increases the risk of traffic hazards so that there is a need for protection of cargo and passengers' lives. This situation encourages the development of general insurance companies, life insurance and social insurance (social security insurance). In addition, during this period economic development also

experienced rapid development, marked by the emergence of large companies that required a lot of capital through credit, office buildings, and also workers who needed guaranteed protection from hazards, such as traffic jams, fires, and accidents in work, this encourages developments such as credit insurance, fire insurance, and work insurance experiencing rapid development, coupled with the existence of insurance specifically intended for the field of communication satellite technology as a result of the development of satellite science and technology. The need for protection from the threat of failure to launch and the functioning of the satellite encourages the development of this insurance to get better. This is necessary due to the incident of Indonesia's Palapa B2 satellite which failed to enter the orbit line. Because of this failure, Indonesia claimed and received compensation from the insurance company concerned for the incident.

The development of the insurance business itself follows the direction of the economic development of society. The higher the per capita income of the community, the more capable the community is of owning assets so that protection for their safety is also needed from threats to themselves and their assets, thus increasing the ability of the community to pay insurance premiums. Nowadays, the insurance business has many types of insurance that are developing and can be used by the community, such as general insurance, life insurance and social insurance and all of them are regulated in applicable laws. Specifically for social insurance, it is not based on an agreement, but is regulated in law as compulsory insurance .

3. Public Trust as a Special Characteristic of Insurance Business

Characteristics are a very important part of a thing, including the characteristics of a business/company. These characteristics can be in the form of company size (size), leverage , company base, type of industry as well as other profiles and characteristics. Each company has different characteristics from other companies, this happens because the company's characteristics are also related to the company's capabilities both financially and non-financially. This is also found in the insurance business and one of the points that is a special characteristic of the insurance business and is a factor that can be recognized so that the products offered by insurance companies can be used by the public as potential customers, namely the level of public trust in the insurance business. This is understandable because prospective customers certainly do not want to be careless in owning an insurance business and using the products offered by insurance companies without certainty and trust (Naji, 2020).

But in its development, the increasingly widespread variety of products offered by insurance companies was apparently not followed by guarantees of legal protection for insurance policy holders. The author sees that the problem that is always experienced by policyholders is the difficulty in obtaining compensation payments when an event occurs. Even though the main purpose of a policyholder or customer binding himself in an insurance agreement is to receive compensation if an unexpected event occurs that befalls the object of insurance because when a policyholder or customer has bound himself into an insurance

agreement then they should get guaranteed legal protection for the policy. they have.

Insurance itself adheres to a special principle or principle, namely as a lex specialist from article 1320 BW / Civil Code. These principles include:

1. Principle of insurable interest, this principle emphasizes that an insured must have a relationship with the insured object;
2. The principle of utmost good faith , where this principle explains that an insured is obliged to inform about the insured object;
3. The principle of indemnity , where an insured only gets compensation for the amount of the loss suffered;
4. The principle of subrogation , where an insured is not justified in asking for compensation from another party that causes a loss.

The principle of utmost good faith or known as the principle of perfect good faith or also known as the principle of perfect honesty (uberrimae fidei) is a principle which states that an insured is obliged to inform the insured about the facts and main things he knows about the insured object. , and related to risks to the coverage carried out. The insurance agreement can be canceled if the information submitted is incorrect or the information is not submitted. The principle of honesty is basically a principle for every agreement so that it must be fulfilled by the parties entering into the agreement. Failure to fulfill this principle when concluding an agreement will result in defects of will, as is the meaning of the entire basis set out in Articles 1320-1329 of the Civil Code. However, good faith is the main basis and trust that underlies every agreement and also the law basically does not protect parties with bad intentions (SIREGAR, PRASETYO, & KONGRUNGCHOCK, 2023).

Good faith and public trust have an adjacent correlation as a special characteristic point that must be possessed by each insurance company, because through good faith a perfect agreement will emerge and this can generate public trust in the insurance company. This is also inseparable from what is contained in the main philosophy of this principle itself. The main philosophy of this principle is how the agreement that is formed can eliminate the fear of defects in the will in it. What is meant by defects of will here is the presence of an element of deception. In other words, this principle upholds honesty in an agreement. It is also necessary to understand that insurance is a standard agreement because the form of the contract has been determined in the form of a policy. Related to this principle, the company may not abuse the conditions of the agreement that has been standardized, even though the abuse of circumstances has not been included as a factor causing the cancellation of the agreement in positive law in Indonesia. This also explains that public trust can be built by itself if customers get satisfaction and comfort in terms of legal guarantees and guarantees for the benefits of insurance products offered by an insurance company, and insurance companies apply this principle well to every form of agreement made with their customers. .

The Principle of Utmost Good Faith as a Principle of Insurance Law is referred to as the principle of perfect good faith or the principle of perfect honesty (uberrimae fidei). From this principle it can be stated

that the insured is obliged to inform the insurer about a fact and the main things he knows, as well as matters related to risks to the coverage carried out. Incorrect information and information that is not submitted can result in the cancellation of the insurance agreement. This principle is very important in the insurance agreement entered into by the insurer and the insured.

The principle of Utmost Good Faith (concealment of material facts, non-disclosure of material facts) in an insurance agreement is very important because it involves the rights and obligations of the insured and the insurer on the other hand. On the principle of utmost good faith, the insured when submitting the application form for insurance coverage is obliged to provide clear and thorough information regarding all important facts relating to himself or the insured object and not try to deliberately take advantage of the insurer. In other words, the insured does not hide something that can be categorized as a hidden defect or hides weaknesses and deficiencies in himself or the insured object, considering that this is closely related to risk, determination of premium payments and the obligations of the insurer in the event of a loss suffered by the insured. This principle, if examined closely, is also in accordance with the implementation of Article 1320 and Article 1338 of the Civil Code, that agreements made must be based on lawful causes and agreements must be carried out in good faith. Is this principle only the obligation of the insured (consumer) or is it also binding on business actors (guarantor/insurance institution).

In terms of honesty, insurance companies, including policy selling agents, the truth and accuracy of the information they have on participants is a must. The information that must be provided by the company to participants is not only related to service quality, clauses, the types of risks handled, but also the effects that participants will receive, as well as other things that are very related.

This is based on the main philosophy of the principle of utmost good faith , which means eliminating the fear of smallpox in an agreement. The defect of will in question is deception. In other words, this principle upholds honesty in an agreement. Limitations of Honesty Principle of Utmost Good Faith Another thing that needs to be understood is that insurance is included in the standard agreement because the form of the contract has been determined in the form of a policy. In connection with this principle, the company may not abuse the condition of a standardized agreement. Even though the misuse of circumstances has not been included as one of the factors causing the cancellation of agreements in Indonesian positive law.

The Principle of Utmost Good Faith as an insurance legal principle is in harmony with the principles of honesty. The existence of dishonesty (fraud) results in the cancellation of the agreement that has been made Limited honesty that exists as a result of limited space, not all statements can be stated in the form of the agreement (policy), if it becomes a mutual understanding, does not injure the contents of the agreement, does not reduce the essence of the agreement then such matter does not become an issue that needs to be debated as well as does not cancel the agreement that has been made.

4. Insurance Company Obligations Towards Its Customers.

The rapid developments that occurred in science and technology have made rapid developments in the insurance business from its inception to the present. The influence of the global economy also helps to shape people's purchasing power which is higher so that it also influences the success of the use of insurance products issued by insurance companies for public use. In line with this, insurance companies also have a large obligation to customers who use their products. In addition, the insurance company formed certainly has a goal, namely:

a. Risk Transfer

The insured holds insurance with the aim of transferring risks that threaten his assets or life. By paying a certain amount of premium to the insurance company (guarantor), since then the risk has shifted to the insurer.

b. Compensation Payment

If at any time an event actually occurs which causes a loss (risk turns into a loss), then the insured will be paid compensation in the amount of which is proportional to the amount of insurance. In practice the losses that arise can be partial (partial loss), not all of which are total losses (total loss). Thus, the insured holds insurance with the aim of obtaining compensation for losses that have actually been suffered.

Based on the elaboration of the points above, in short the purpose of the insurance itself is formed as a transfer of risk from the insured (customer) to the insurer (insurance company) and to pay for losses borne by the insured because of an event.

Risk is something that cannot be avoided in human life and risk is an uncertain condition that takes various forms and events. The possibility for someone to experience a loss or loss is something that is not desirable, so that the possibility of a risk becoming a reality is something that is endeavored not to happen. In order to overcome the possibility of a risk occurring, namely by transferring the risk to another party, because the other party has the ability to manage the risk of the person being borne to be borne by the other party. The other party in question is the insurance company.

Insurance or an insurance company is a risk transfer tool, meaning that it can be used as a vehicle to transfer risk between one party (the insured) and transfer it to another party (the insurer). Transfer can occur with an agreement. The only agreement that allows is an insurance agreement or a dependents agreement, which can be in the position of the insured being an individual/individual, a group of people or an institution and even the wider community. Meanwhile, those who can act as insurers are insurance companies as institutional institutions.

The philosophy of transferring this risk is that the insurer is responsible for the risks that occur from the insured party in an event . Evenement itself is an event against which insurance is held that is not certain to occur and is not expected to occur. The meaning of event, if formulated, is: According to normal human experience, event cannot be certain to occur, or even though it is certain to occur, when it occurs cannot be determined and also cannot be expected to occur if it occurs it

will also cause harm. 61 However, it must also be understood that there is the difference between risk and the event itself. This can be seen from the object of insurance, where as long as there is no cause for loss, during that time the danger that threatens the object of insurance is called risk. If the risk really becomes a reality, then the risk turns into an event, namely an event that causes a loss. So thus that the transfer of risk can occur if the risk has resulted in a real loss.

Losses in Evenement Insurance are closely related to compensation. However, not every loss due to an event must be compensated. Between the events that occur and the losses incurred there is a causal relationship. Evenement is the cause and loss is the effect. If it is certain that the event that occurred is guaranteed by the policy and therefore causes a loss, the insurer is bound to pay compensation.

In carrying out its business, insurance companies must also comply with the insurance company governance principles stipulated in Article 2 paragraph (2) of the Financial Services Authority Regulation Number 73/POJK.05/2016 concerning Good Corporate Governance for Insurance Companies, which includes:

1. Transparency, namely openness in the decision-making process and openness in disclosing and providing relevant information regarding Insurance Companies, which is easily accessible to Stakeholders in accordance with the provisions of laws and regulations in the field of insurance as well as the standards, principles and practices of conducting Insurance Business healthy;
2. Accountability, namely the clarity of functions and implementation of accountability of the Insurance Company Organs so that the performance of the Insurance Company can operate in a transparent, fair, effective and efficient manner;
3. Responsibility, namely the suitability of the management of the Insurance Company with the provisions of laws and regulations in the field of insurance and ethical values as well as the standards, principles and practices of conducting a sound Insurance Business;
4. Independence, namely the condition of an Insurance Company that is managed independently and professionally and is free from Conflicts of Interest and influence or pressure from any party that is not in accordance with the provisions of laws and regulations in the field of insurance and ethical values as well as standards, principles and sound Insurance Business implementation practices; And
5. Equality and fairness, namely equality, balance and fairness in fulfilling the rights of Stakeholders that arise based on agreements, provisions of laws and regulations in the field of insurance, ethical values and standards, principles and practices of conducting Insurance Business healthy.

In addition, in carrying out its obligations to customers, insurance companies must also follow special principles regulated in 1320 BW/KUHPerdata as lex specialists.

All obligations that arise are a consequence of the agreement made between the two parties, and this cannot be avoided. Thus, this obligation becomes a binder between the insurer and the insured,

especially for the insurance company to carry out the insurance business process in accordance with the objectives of the insurance itself.

Thus, if an insurance company clearly knows its obligations in accordance with the elaboration of the points above and follows the business governance principles that have been formulated as well as the special principles that are owned as an insurance company as its characteristics, and is based on honesty and good faith , then in carrying out all of its obligations, especially to customers as policyholders, it will certainly go well and provide more trust between the two parties in order to realize the insurance goals themselves.

Juridical Analysis Of Civil Decision Number 219/Pdt.G/2020/Pn. Jkt. Pst.

A. Chronology of Civil Decision Number 219/Pdt.G/2020/Pn. Jkt. Pst

Initially, Plaintiff I (PI/Prof. Dr. OC Kaligis, SH., MH) kept his money with Defendant III (T3/PT. Bank Tabungan Negara (Persero) Tbk). The reason is because T3 State Savings Bank is owned by the state. The 1945 Constitution states that the state protects its citizens. It is impossible for the State to rob its citizens of their money. Until now, PI's savings at BCA Bank, which are not owned by the State, are instead kept safe, not experiencing financial problems. Likewise, when PI kept his money in Singapore, all financial reports were transparent. Sercive, service to customers ran smoothly. This is different from what happened to Defendant I (TI/PT. Asuransi Jiwasraya (Persero) Pusat Bancaasurance) whose services were not transparent, causing easy mismanagement, as is now a reality.

At first the JS Proteksi Plan product ran smoothly, but on November 30 2018, the Plaintiffs received a letter from T1, which basically stated regarding the late payment of insurance benefits and the offer of a roll over policy return pattern for the JS Proteksi Plan product . It turned out that the Plaintiffs stated to T1 that they wanted not to extend the JS Proteksi Plan Jiwasraya product and asked T1 to immediately pay the plaintiffs' principal amount.

After hearing that the Plaintiffs wished not to extend the JS Proteksi Plan Jiwasraya product, the Defendants tried to convince the Plaintiffs for various reasons, until finally the Plaintiffs agreed to re-place the Plaintiffs' funds in Defendant 1 until the 2019 maturity date. After the maturity date, T1 did not pay the principal value of the Defendants' money.

On January 18, 2019, Defendant II (T2/ PT. Asuransi Jiwasraya (Pesero)) sent letters to P1, P2, and P3 with an explanation regarding payment of JS Proteksi Plan product claims. In the letter T2 stated emphatically that " If you are not willing to roll over as referred to in point 3 above, then we are still committed to completing the payment of the principal amount as a whole in accordance with the projected policy which will be carried out in tentative stages starting in the 2nd quarter of 2019"

However, until the end of December 2019, T1 and T2 had not yet paid the plaintiffs' principal amount. And on March 12, 2020, T2 again sent a letter regarding the explanation of the JS Protection Plan Policy to P1,

P2 and P3 which essentially stated that the Plaintiffs' request for the return and/or disbursement of the Plaintiffs' Policies had not been fulfilled. It turned out that the Plaintiffs had sent letters to T1 and T2 regarding the clarification of the disbursement of the Plaintiff's policies that were due along with the promised interest, but T1 and T2 had not yet paid the principal value of the Plaintiff's money and the interest. Due to the non-payment of the principal premium along with the interest promised by T1 and T2 to the plaintiffs who were due, it is proven that T1 and T2 have been proven to have committed an act of default (default) as stipulated in Article 1243 of the Civil Code. Considering T1 and T2 are state-owned insurance under Defendant V (T5/Minister of State-Owned Enterprises) (French, 2020a).

Prior to filing the lawsuit, it turned out that PI together with Plaintiff II (P2/ Yenny Octarina Misnan) and PIII (P3/ Aryani Novitasari) verbally and in writing had attempted to request P1, P2, and P3 money back from T1. However, all these efforts, both verbally and in writing, were in vain without success. Even the letter P1 too

A brief chronology based on the author's thoughts:

Initially T1 and T2 came to the Plaintiffs to invest in PT Asuransi Jiwasraya and promised high interest so that the Plaintiffs wanted to invest in PT Asuransi Jiwasraya. After it was about to expire, it turned out that the Plaintiffs did not wish to continue the investment program and wanted to take the principal money that had been invested and the interest as agreed, it turned out that PT Asuransi Jiwasraya did not return the money along with the interest even though it was due. Because it was due and PT Asuransi Jiwasraya did not return the principal and interest that had been promised at the beginning, that was the root of the problem in the case that occurred in this case (Gregory & Howard, 2022).

B. Judge's Considerations in Civil Decision Number 219/Pdt.G/2020/Pn. Jkt. Pst.

1. That what is described in the exception mentioned above, please also be considered to have entered the subject matter of this case, and T3 firmly rejects all of the Plaintiffs' arguments/reasons, except for what is expressly acknowledged as true
2. That it is necessary for T3 to convey that for claims for payment of the JS Insurance Protection Plan product claimed by the Plaintiffs with a total principal amount of Rp. 23 billion along with full interest is the responsibility of T1 and T2 as the parties that issued the product. In this case T3 acts as a marketing agent which is only limited to distributing insurance products from T1 and T2 through the Bancassurance partnership .
3. Bancassurance collaboration here is cooperation in marketing insurance products to BTN customers in the BTN distribution network through joint marketing activities between BTN and Jiwasraya.
4. Whereas the basis for the Bancassurance cooperation between T3 and T2 and T1 is the Master Cooperation agreement between PT. State Savings Bank (Pesero), Tbk with PT. Asuransi Jiwasraya regarding Bancassurance which has been signed and has been extended and addendum as in the first addendum of the master

cooperation agreement between PT. State Savings Bank (Persero), Tbk with PT. Asuransi Jiwasraya (Persero) regarding Bancassurance , hereinafter referred to as the "Cooperation Agreement".

5. Whereas regarding the marketing of insurance products carried out by Defendant IV (T4/Fitri Afrianti) who is an employee of T3 who was appointed as a marketing agent for JS Proteksi Plan to the Plaintiffs, in principle it is the implementation of Bancassurance cooperation with the "Distribution" marketing scheme .
6. Bancassurance cooperation agreement between T3, T2 and T1, the scope of scope is determined as follows: " BTN markets insurance products directly to customers, by providing an explanation of the Insurance Products related to the characteristics, benefits, and risks of the products being marketed and forwarding the interest or request to purchase insurance products from the Customer to JIWASRAYA. Explanations from BTN can be made face-to-face with the customer and/or by using communication facilities (telemarketing), including through letters, electronic media, and the Bank's website. In this case BTN marketers must already have the required agency certification.
7. Whereas later related to the implementation of Bancassurance marketing collaboration with distribution schemes, in Article 4 paragraph 2 of the Bancassurance Cooperation Agreement between T3, T2, and T1 the scope is determined as follows: "In the Distribution cooperation model, BTN marketers play an active role in marketing Insurance Products directly to BTN customers either face-to-face and/or use other means of communication until the SPAJ is signed by the BTN customer."
8. Whereas by referring to Article 4 paragraph 2 of the Cooperation Agreement as mentioned above, the scope of implementation of cooperation in the marketing of Bancassurance products with the distribution scheme which is the responsibility of T3 is limited to the signing of the SPAJ by the BTN Customer, and henceforth related to the implementation of the signing of the insurance policy and the claims are fully the responsibility of T1 and T2 as issuers of insurance products.
9. Whereas what SPAJ meant in this case was " The insurance product participation application form which has been filled in and signed by the prospective Policy Holder which is the basis for issuing the Insurance Product Policy and becomes an integral part of the Insurance Product Policy ". This is referred to in Article 1 point 20 of the Bancassurance Cooperation Agreement between T3, T2 and T1.
10. That T5 in this case never made any default or PMH against the Plaintiffs.
11. That in an agreement, each party has obligations to the other party (in the agreement) that must be fulfilled, and each party also has rights obtained from the other party in the agreement.
12. Whereas in the lawsuit of the Plaintiffs there is no single argument stating that T5 has committed a default or unlawful act (PMH).
13. Whereas because the lawsuit of the plaintiffs has basically been refuted by the Defendants, in accordance with the provisions of Article 163 HIR and Article 1865 of the Civil Code, the Plaintiffs are charged with proving the arguments for their lawsuit as well as the Defendants are also charged with proving their rebuttal.

14. Whereas further taking into account jinawab's responsibility between the parties, both the Plaintiffs and the Defendants, is that the main issue is whether the Defendants in casu T1, T2, T3, T4 and T5 have defaulted on P1, P2, and P3 and so on is that anyone who can be held accountable for the fulfillment of the policies that have been received by P1, P2, and P3/Plaintiffs that have been issued by T1 and T2.
15. Whereas before the Panel of Judges considers it further by paying attention to and scrutinizing the jinawab responsibilities of the parties as mentioned above, it can be withdrawn from things that have become fixed in the sense that there is no need for a special consideration/proofing, because the things that have become fixed have been acknowledged the truth by T1 and T2, namely: "that the Plaintiffs are JS Proteksi Plan Policy Holders registered at PT Asuransi Jiwasraya (Persero) a quo owned by T1 and T2 which are sold through the distribution channel of Bank BTN (T3)/ Bancassurance marketed by T4 .
16. Thus it seems clear that there has been an undeniable legal relationship that between P1, P2, and P3 with T2 and T1 namely P1 is the holder of the JS Protection Plan insurance policy on behalf of OC. Kaligis Worth Rp. 10 billion, then P2 is the winner of the JS Protection Plan Insurance Policy on behalf of Yenny Octorina Misnan worth Rp. 6 billion and then P3 Policyholder on behalf of Aryani Novitasari worth Rp. 7.5 billion so that the Plaintiffs as oil holders in the position of the Insured, the Defendants in casu T1 and T2 are the Insurer/pay for the policies as the product issued.
17. With the above considerations the Panel of Judges is of the opinion that T3 and T4 who act as agents of marketing are (act) as extensions of T1 and T2 because they are only referring, therefore they can be seen as organs of T1 and T2 so that if there is a product error and a claim for the products marketed in question cannot be held responsible and returned to those who issued these products.
18. Taking into account the descriptions of the considerations mentioned above, it has been answered that parties T1 and T2 have defaulted on the plaintiffs, while T3 and T4 cannot be said to have defaulted on the plaintiffs because they are only representatives or organs of T1 and T2 as in the Bancassurance agreement. made between T1 and T2 based on POJK No. 23/2015 and SE OJK 32/2016 so that only T1 and T2 must be responsible for fulfilling payments for the Plaintiffs' JS Protection Plan Insurance Policies.
19. Whereas as has been considered above what can be requested for fulfillment of the Plaintiffs' Policies are T1 and T2 while T3 and T4 cannot be requested for fulfillment or insurance claims, thus it is a logical consequence that the claim for payment of late fines is also charged to T1 and T2 in the amount of 1 % (one percent) per month of the total principal value of the policy belonging to the Plaintiffs jointly and severally, as of the time this decision has permanent legal force, it should be granted.
20. That against T5's objection to the Plaintiffs' lawsuit cannot be blamed for granted even though the Plaintiffs did not clearly state what form of legal action was taken by T5 in the Plaintiffs' lawsuit, but how do we all know that PT Asuransi Jiwasraya is a non-bank financial institution that is under the management of Ministry of BUMN so

that it is subject to Law no. 1 of 2004 concerning the State Treasury Jo. UU no. 19 of 2003 concerning SOEs so that it is reasonable if the T5 party is also ordered to supervise and monitor the finances at PT Asuransi Jiwasraya a quo T1 and T2 which note bene are currently carrying out financial restructuring in order to return customer money or in casu policy holders as well belonging to the Plaintiffs based on these considerations to grant the 6th petitum of the Plaintiffs.

21. Whereas based on the overall considerations as described above and without the need to consider other evidence, other reasons are sufficient for the Panel of Judges to grant the Plaintiffs' lawsuit in part and reject the other and the rest of the plaintiffs' lawsuit.
22. Because the lawsuit was declared partially granted, the Defendants who, as considered above, are the parties responsible for being sentenced to pay the costs of the case jointly and severally.

C. The Rights and Obligations of the Parties in the Civil Decision Number 219/Pdt.G/2020/Pn. Jkt. Pst.

a. Rights and Obligations of Policy Holders in Civil Decision Number 219/Pdt.G/2020/Pn. Jkt. Pst.

The insurance policy holders (Plaintiffs) have actually complied with the various obligations requested from them so that there are no errors in filling out the information. Insurance policy holders must pay various costs arising from the insurance. Meanwhile, the rights that must be received by policyholders are the principal money that has been invested in the insurance company along with the investment interest that has been agreed at the beginning of the investment agreement (Simanjuntak, Tumanggor, Nainggolan, & Widiarty, 2022).

b. Rights and Obligations of Insurance Companies to Their Customers in Civil Decision Number 219/Pdt.G/2020/Pn. Jkt. Pst.

The right of the Insurance Company that must be fulfilled is that the Policyholders must pay their obligations according to their respective policies and the obligation that must be fulfilled is to return the principal investment and interest from the investment (French, 2020b).

In carrying out its business, the insurance company must also comply with the insurance company governance principles set out in Article 2 paragraph (2) of the Financial Services Authority Regulation Number 73/POJK.05/2016 concerning Good Corporate Governance for Insurance Companies, which includes:

1. Transparency , namely openness in the decision-making process and openness in disclosing and providing relevant information regarding Insurance Companies, which is easily accessible to Stakeholders in accordance with the provisions of laws and regulations in the field of insurance as well as the standards, principles and practices of conducting Insurance Business healthy;
2. Accountability , namely the clarity of functions and implementation of accountability of the Insurance Company Organs so that the

performance of the Insurance Company can run in a transparent, fair, effective and efficient manner ;

3. Responsibility , namely the suitability of the management of an Insurance Company with the provisions of laws and regulations invitations in the field of insurance and ethical values as well as standards, principles and practices of conducting a sound Insurance Business;
4. Independence , namely the condition of an Insurance Company that is managed independently and professionally and is free from Conflicts of Interest and influence or pressure from any party that is not in accordance with the provisions of laws and regulations in the field of insurance and ethical values as well as standards, principles and sound Insurance Business implementation practices; And
5. Equality and fairness , namely equality, balance and fairness in fulfilling the rights of Stakeholders that arise based on agreements, provisions of laws and regulations in the field of insurance, ethical values and standards, principles and practices of conducting Insurance Business healthy.

In addition, in carrying out its obligations to customers, insurance companies must also follow specific principles regulated in 1320 BW/KUHPerdata as lex specialists (Santri, Yaswirman, Warman, & Fauzi, 2022).

All obligations that arise are a consequence of the agreement made between the two parties, and this cannot be avoided. Thus, this obligation becomes a binder between the insurer and the insured, especially for the insurance company to carry out the insurance business process in accordance with the objectives of the insurance itself (Weiner, 2020).

D. Causes of Default in Civil Decision Number 219/Pdt.G/2020/Pn Jkt. Pst.

The cause of the default case in the civil decision Number 219/Pdt.G/2020/Pn Jkt. Pst is when the Plaintiffs (Policy Holders) no longer want to continue the product made by the Defendants and want to withdraw the principal money that has been invested along with the interest money promised by the Defendants to the Plaintiffs. But in reality the Defendants did not return the Plaintiffs' money. And in the end, after the Plaintiffs made efforts to ask for a refund, either in writing or orally, to the Defendants, it was still in vain and without results.

E. Legal Protection for Policy Holders in Civil Decision Number 219/Pdt.G/2020/Pn Jkt. Pst.

The concept of insurance or coverage in the legal literature in Indonesia is placed as part of a chancy agreement, as stipulated in Article 1774 of the Civil Code which states that " A chancy agreement is an act whose results, regarding profit and loss, both for all parties and for a while the parties depend on an event that is not certain. These are: Underwriting agreements, life annuity interest, gambling or betting. The first agreement is regulated in the Commercial Code."

Abdulkadir Muhammad explained the insurance agreement with a chance agreement, as follows:

" In the insurance agreement, the transfer of risk from the insured to the insurer is offset by premium payments by the insured that are balanced with the weight of the risk transferred, although it can be agreed that the possibility of achievement does not need to be balanced. In a chance agreement, the parties intentionally commit acts of chance that are not dependent on balanced performance, for example in gambling or betting.

Legal protection for policyholders is very important because the policy is the only written evidence to prove that insurance has taken place. The insurance policy as proof of the occurrence of a binding insurance agreement through an insurance agreement that is evidenced by an insurance policy has occurred, for example insurance that aims to save funds as a long-term investment or as in the case above.

Claims submitted by insurance policy holders against insurance companies are often complicated, and rejected for various reasons so that protection for the interests of insurance policy holders becomes an important part and is related to the functions of OJK in carrying out regulatory and supervisory functions as well as consumer protection for insurance services (Jing, 2022).

The implementation of unitlink by insurance companies is often not open and places the position of insurance policy holders in a weak position. Fees to be paid, and investment risks in unitlink customers by reading the proposal carefully. Depending on the insurance policy holder whether to take part in the unitlink program or not, reminding insurance agents is very strong, which sometimes does not take into account the interests and legal protection of the policy holder (Heiss, 2023).

Conclusion

Insurance policy holders as parties who bind themselves to insurance companies through insurance agreements receive legal protection in various laws and regulations no. 21 of 2011 concerning the Financial Services Authority no. 1/POJK.07/2013 concerning consumer protection in the financial services sector. Considering that insurance policy holders are generally individuals or individuals and not a few have weak economic conditions dealing with insurance companies, a number of these laws and regulations pay more attention and legal protection to insurance policy holders from the possibility or opportunity of law violations by insurance companies. In this case, in the author's opinion, the legislative council, namely the DPR, the Ministry of SOEs, other related institutions and the public must oversee the process of scenarios that have been decided by the court regarding the return of principal and interest that has been agreed not to other steps being taken. carried out by an elite group for personal gain. In the process of solving this problem, good cooperation and understanding is needed from all parties so that they can open up the key parties involved in it. The author argues that opening the key parties involved in it. The author is of the opinion that as long as this case is progressing and being handled by the courts and the Attorney General's Office, it is best not to make statements that are political in nature and

confuse the public, especially since policyholder customers have not yet received clarification regarding their premium payments.

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