

Insurers' Legal Liability in Rejecting Life Insurance Claims: An Analysis of the Medan High Court's Decision No. 47/PDT/2025/PT MDN

Dhian Indah Astanti
Universitas Semarang, Indonesia
dhian.indah@usm.ac.id

Wafda Vivid Izziyana
Universitas Semarang, Indonesia
wafda@usm.ac.id

Eva Dwi
Klang Group Malaysia, Malaysia
eva21@gmail.com

DOI: 10.23917/jurisprudence.v15i1.9996

Submission Track:	ABSTRACT
Received: April 19, 2025	Purpose of the Study: This research aims to analyze the legal responsibility of insurers in rejecting life insurance claims based on policyholders' non-material information. This study analyzes the Decision of the Medan High Court No. 47/PDT/2025/PT MDN and compares it with legal practices in Malaysia.
Final Revision: June 29, 2025	Methodology: This research applied the normative juridical method with an analysis of legal regulations, legal doctrines, and court decisions. It also employed the legal comparison method between the legal systems in Indonesia and Malaysia.
Accepted: June 30, 2025	Results: Results of this research found that the rejection of claims by insurance companies due to non-material or administrative information is invalid according to the law. The judicial assembly emphasizes the principle of contractual justice and the protection towards the insured. Thus, they declare that only information with material characteristics can be used as a valid basis to reject claims.
Corresponding Author: Dhian Indah Astanti dhian.indah@usm.ac.id	Applications of this Study: Results of this research can be used to strengthen the legal protection for policyholders in the life insurance practice. Apart from that, this

study may be used as a reference for formulating policies and reforming the insurance industry both at the national and regional levels.

Novelty/Originality of this Study:

The novelty of this research lies in its comparative approach to the materiality principle in life insurance contracts. This research shows a difference between the normative approach in Indonesia and the factual evidence-based approach in Malaysia, enriching insight into legal protection in the life insurance industry as well as the urgency of renewing practical norms to make them more just and transparent.

Keywords: Life Insurance, Claims, Substantial Justice, Insurers' Responsibility.

INTRODUCTION

Life insurance is a form of agreement that provides protection over the insured party's risk of death (Palyama, 2022). In its practice, this agreement contains the principles of trust and high transparency of information. However, it is not uncommon that disputes happen when insurance companies reject claims, especially when it regards information mismatch during the policy submission process (Rambe & Sekarayu, 2022).

Life insurance is a form of financial protection against the risk of death that is essentially based on the principle of *uberrimae fidei* or utmost good faith, i.e., the obligation of both parties, both insurers and the insured, to mutually disclose relevant information in an honest and transparent manner (Sardjito, Suganda, Suhendar, Sinaga, & Napitupulu, 2024). The insured parties have the obligation to disclose their health conditions and other material risks, while insurers have the responsibility to clearly explain the benefits, stipulations, as well as exceptions in the policy (Badruzaman, 2019). If one of the parties fails to fulfill their obligations to be transparent, it will lead to legal consequences, including policy annulment and the rejection of claims. The crucial point in insurance disputes is often placed in the validity and materiality of the information that is delivered at the start of the contract (Windiantina, 2020).

In its practice, the rejection of insurance claims is often sourced from differences in data interpretation that are deemed inaccurate even though such data are actually irrelevant to the insured object (Girsang, Sudirman, Jaya, & Halim, 2023). For instance, insurance companies may reject claims under the reason that the policyholders' income or assets are not in line with those written in the Life Insurance Request Letter forms, even though the insured object is the life of the insured rather than the financial condition of the policyholder (Lumantow, Saerang,

& Karuntu, 2022). Such a situation creates juridical issues as the basis for claims rejection must be directly related to the insured risks, namely the death of the insured (Adam & Anwar, 2021). If the problematic information does not have material characteristics and does not influence the risk assessment by insurers, according to the law, the rejection of claims cannot be validated.

This phenomenon shows the existence of a gap in the legal protection of insurance customers, especially in the asymmetric position between insurance companies which have authority in the underwriting process and customers who do not have equal legal and technical capacities (Wulansari, 2017). When insurers question data with administrative characteristics that are not directly related to insurance objects, life insurance's main function as a form of social protection weakens (Puspitasari, 2012). Therefore, the monitoring of insurance companies' practice needs to be directed to not only prioritize administrative compliance but must also emphasize practices that neglect the contractual justice and consumer protection principles (Prayogo & Syufaat, 2023).

Regulatively, Indonesia already has a legal basis that regulates life insurance, such as Law No. 40 of 2014 on Insurance and stipulations in the Code of Trade (Saputra, Listiyorini, & Muzayanah, 2021). However, interpretations of these norms still become a topic of debate at the court level, especially in cases that involve rejected life insurance claims. Occurring disputes generally regard whether the information that is deemed wrong has been delivered by the insured and whether it has material characteristics; thus influencing insurers' decisions in issuing a policy (Rahmalia, 2023). In this context, courts have a crucial role to enforce substantial justice and guarantee that every dispute is decided upon based on just and proportional legal considerations (Rahim, 2013).

In the *das sein* context, society is harmed when insurance companies reject claims based on non-material information or information that is irrelevant to the insurance object. On the contrary, in the *das sollen* context, the stipulations written in Article 251 of the Code of Trade and Law No. 40 of 2014 on Insurance have determined that only the insured's material information can be used as a basis to reject policies (Antoni, 2021). The Decision of the Medan High Court No. 47/PDT/2025/PT MDN becomes a crucial precedent in examining how far legal protection for policyholders can be implemented. In this case, life insurance claims were rejected due to a mismatch in the policyholder's personal data and income. It did not regard the

insured's health information which is actually the main object of the insurance (Andini & Maghfiroh, 2022).

Several previous studies are relevant to this research. First, research by Hazhin and Diaz (2022) with the title "Effectiveness of the Form of Legal Protection towards Kresna Life Insurance Policyholders After Cassation". Results showed that the cassation decision has resulted in an agreement that becomes the basis of the policyholder in demanding the insurance payment to be annulled. This actually harms the policyholder as they cannot obtain certainty on the repayment of their debt. There needs to be improvements to achieve an effective legal protection for policyholders. For instance, regulations on unit link insurance need to be fixed, starting from the management, transparency, up to the optimization of the legal protection system for policyholders. Apart from that, the formation of the Policy Guarantor Institution needs to be established (Hazhin & Diaz, 2022). The difference is that this current research analyzes the aspect of legal liability based on jurisprudence, while previous research highlights the regulatory aspect and the consumer protection aspect as well as the need for a reformation of the life insurance legal system, including the formation of policy-insuring institutions.

Second, research conducted by Yanti on the theme of the effectiveness of the forms of legal protection for Kresna life insurance policyholders after the cassation decision. Results showed that Decision No. 3079K/Pdt/2019 states that the insurance company has the obligation to repay the leftover debt of the insured in case the insured dies so long as the premiums have been paid. In general, in insurance contracts, there is a direct relationship between insurers and the insured. However, in credit life insurance, the relationship occurs between the insurer and the policyholder. Thus, the insured's position is indirect and therefore relatively weaker (R. S. Y. Yanti & Suryono, 2024). The difference is that the current research analyzes the jurisprudence-based legal liability aspect, while the previous research discovers the effectiveness of legal protection in its practice, especially in the credit life insurance scheme.

The third research was conducted by Afrita and Arifalina with the theme of life insurance companies' legal liability towards the insured in insurance claim payment. Results of this research state that life insurance companies have the legal liability to pay insurance claims to the policyholder or the appointed representative in case an insured event happens and the insurance agreement (policy) is valid, i.e., there is an agreement between the related parties. In case insurance companies experience bankruptcy, the law gives priority protection to policyholders who have the right to prior repayment compared to other creditors (Afrita &

Arifalina, 2021). The difference is that this research analyzes the jurisprudence-based legal responsibility aspect, while the previous research discusses the general legal responsibility of life insurance companies to the insured in case of the payment of claims.

From the background above, the problems of this research are as follows: first, what is the legal liability of insurers on the rejection of claims based on policyholders' non-material data? Second, are judges' considerations in this case in line with the principles of contract and legal protection of the insured in life insurance policies? Third, what are the differences and similarities in this decision related to insurers' legal liability in rejecting life insurance claims in Indonesia and Malaysia?

This article will discuss these topics by analyzing the content of the decision, evidence in the court, and applicable legal norms in detail to give contribution towards juridical understanding of the practice of claims rejection in the life insurance industry in Indonesia. This article aims to identify and evaluate the legal basis of claims rejection by insurance companies when the disputed information has non-material characteristics as well as its alignment with justice and contractual principles in the life insurance law. The scientific contribution of this article is placed in the strengthening of the understanding of the materiality doctrine in life insurance contracts as well as normative suggestions that encourage the protection of the insured through a reformation of policies and more just and transparent legal practices in Indonesia.

Research Method

This was normative legal research which focused on a study of positive legal norms, legal principles, and court decisions as secondary legal sources (Atmadja, 2018). The statutory approach was carried out by analyzing legal regulations that were relevant to understand the positive legal basis of an issue. The conceptual approach was used to analyze legal concepts or principles in the doctrine to clarify the meaning of certain legal terms. Meanwhile, the case approach was conducted by analyzing court decisions to know the application of legal norms and judges' consideration in resolving cases (Sugiadnyana, Mangku, & Yuliantini, 2020).

This article specially aimed to analyze and review the juridical construction of insurers' legal liability on the rejection of life insurance claims through a jurisprudential analysis, especially the decision of the High Courts of Medan and Malaysia. This research analyzes

relevant legal norms, including Article 251 of the Code of Trade, Law No. 40 of 2014 on Insurance, as well as general principles in the law on contracts, especially the principle of contractual responsibility. The main source of data in this research consisted of primary legal materials, such as legal regulations and court decisions as well as secondary legal materials in the form of doctrines and legal experts' opinions (H. Yanti & Darmayanti, 2023).

The analysis was carried out using the normative qualitative method, i.e., an approach which emphasized an analysis of positive legal norms both in the form of legal regulations and court decisions. Using the systematic, grammatical, and juridical interpretations, this method aimed to assess the consistency and direction of legal application's development in its practice. Then, the qualitative approach was used to profoundly understand legal issues through non-numerical data which in this context was combined with a normative analysis to analyze relevant norms and their application in the jurisprudence. This method helped formulate a legal solution that was logical, contextual, and scientifically accountable.

RESULTS AND DISCUSSION

A. Insurers' Legal Liability in Rejecting Claims Based on Policyholders' Non-Material Data

Insurers' legal liability in life insurance agreements is strongly based on the principle of utmost good faith which obliges information transparency from the insured regarding material things. In this case, *PT Asuransi Jiwa Generali Indonesia* (Generali Indonesia Life Insurance Limited Company) rejected insurance claims based on an information mismatch on the part of the policyholder's data rather than that of the insured, specifically regarding the policyholder's income and his ownership of oil palm plantations (Widyanti, Wahyuari, & Kurniawan, 2023). This leads to the emergence of a juridical question whether a policyholder's non-material information may be used as a basis to reject claims on the risk of the insured's death (Maulana, 2023).

Article 251 of the Code of Trade explicitly states that the insured's errors or neglect in giving information, even with good faith, that may impact the decisions of the insurers in receiving risks, may annul the agreement (Njatrijani, Sutrisno, & Primastito, 2024). Based on an analysis of the contents of the policy and the applicable legal stipulations, the information that the policyholder gave so far did not have a direct link to the insured object, meaning that the life of the insured was not included in the scope of the aforementioned article. This

interpretation refers to the insurance's policy documents as well as the Court Decisions as a source of normative analysis, not results of interviews or empirical data. Therefore, legally, insurers cannot shift the burden of annulling the policy or rejecting the claims based on the policyholders' administrative information.

In this case, the insured object was the life of the late Masda Sirait, while the information that became the basis for the claims rejection regarded the income and ownership status of the policyholder's oil palm plantation. Therefore, the rejection of claims that are not based on the condition of the insured violates the basic principle of a contractual agreement in life insurance (Samalam, Mangantar, & Saerang, 2018).

The condition where the insurer rejected claims becomes imbalanced when it is not accompanied by strong evidence showing that the data given by the insured was not true or was purposely hidden. In this case, there was no strong indication which shows that the insured had delivered information on the existence of a certain health condition before the policy was issued, while the premium has routinely been paid during the insured period. Considering that medical records are confidential information that only the patient can access (or the heir based on court decisions), analyses were not based on the content of the medical records but were based on administrative documents during the claims process and the parties' argumentation in court. Therefore, the insurer did not succeed in proving the existence of a violation of obligation from the insured party that may revoke their rights to claim the insurance (Khairunnisa, Pranandari, & Avavidya, 2022).

Based on the consideration in the decision, the appeal-level judicial assembly stated that the object of life insurance is the risk of death rather than the economic status of the policyholder. Therefore, the aspect of income and ownership of oil palm plantations cannot be used as an excuse to revoke their rights for policy benefits (Harianja, Sugianto, & Daulay, 2024). The insurer's legal liability must be in line with the principle of substantial justice in the life insurance contract. This decision strengthens the perspective that in the practice of life insurance, insurers cannot arbitrarily interpret administrative information as a basis of rejection, moreover with the condition that it cannot be proven that the disputed information does not impact the decision of the insurer in determining premiums or receiving the life risk of the insured. This action can be categorized as a violation of the principle of consumer protection (Agusti, 2017).

As business actors in financial services, insurers have the legal obligation to provide maximum protection of customers' rights, including those of heirs (Tobing & Bismala, 2015). Therefore, all forms of interpretation towards data mismatch must be examined from the materiality perspective towards the insurance object (A. Lestari & Aslami, 2022). If this information does not have a direct impact on the insured risks, there is no basis to reject claims. Insurers' legal liability should be directed to the obligation to pay the insurance's benefits if all material requirements have been fulfilled (Farahdinna, Nurdiansyah, Suryani, & Wibowo, 2019). There is no evidence that the insured hid crucial information or gave fraudulent data. Apart from that, the premiums were paid on time, strengthening the Plaintiff's legal position as the party that has the right over claims (N. H. Nasution & Nanda, 2020). The act of rejecting claims based on non-material data reflects a form of maladministration in financial services.

In the context of the positive law, especially Law No. 40 of 2014 on Insurance, insurers are obliged to act professionally and proportionally. This stipulation demands that every business decision, including the rejection of claims, is based on the principle of care and is according to legal stipulations (Tuffahati, Mardian, & Suprpto, 2016). Insurers must also comply with the principle of contract clarity. In the insurance policy that becomes the object of the case, there are no clauses which state that a mismatch in policyholders' data may annul their rights for insurance benefits (Senseuse & Sari, 2008). This shows that the reason for the rejection of claims does not have a valid contractual basis. Therefore, the legal liability is still attached to the insurer (Yurianto & Dewi, 2021). From the evidencing aspect, the only present witness came from an entity that was not registered in the Indonesian Financial Service Authority and does not have a direct legal relationship with the parties. This even weakens the position of the Defendant in proving the basis for its rejection, strengthening the fact that the legal liability is still attached to the Defendant (Bustami, 2013).

The Decision of the Medan High Court states that insurers cannot annul claims only due to the existence of some differences in data that are not materially relevant (Halim, Nugroho, & Hutabarat, 2019). Insurers' legal liability encompasses the obligation to pay policy benefits according to the contractual agreement and the *pacta sunt servanda* principle. As an important lesson, this case shows that the application of the civil law in insurance disputes requires a balance between the principles of formal and substantial justice (Darwin, 2014). It is not enough to only see data accuracy as there is also a need for relevance and its impact on consumer rights as the holder of the contract's benefits.

To uphold justice and consumer protection, insurers' legal liability should not stop with an arbitrary analysis but must also consider the material aspect, including the insured's good faith and compliance with the applicable stipulations of positive law (H. S. Lestari, 2017). This dispute gives an important precedent that justice is not only measured from administrative data but from the substance of risks and the constitutional rights of the party whose family members died. Insurers who reject claims on a non-material basis without strong legal justification have neglected the legal liability that is attached to their profession (Kwartama, 2024). Not only does this violate contract norms in the Civil Code but also violates fundamental principles of consumer protection in the financial service sector (Rolos, Sambul, & Rumawas, 2018).

B. How Judicial Consideration in this Case Aligns with the Principles of Contracts and Legal Protection of the Insured in the Life Insurance Policy

Judicial considerations in the decision of the Medan High Court have shown a profound approach to the essence of life insurance contracts, namely a protection of the insured life. In this case, judges annulled the Decision of the Rantau Prapat District Court as they assessed that the rejection of claims based on the policyholders' data misalignment was legally irrelevant towards the real insured object. The appeal-level judicial assembly assessed that the data which the insurance party used to reject the claims, such as the policyholder's income and ownership of oil palm plantations do not have a direct relationship with the insured risk in the policy, namely the death of the insured. This was the right application of the contract law principle, where only the condition that is linked to the contract object can influence the validity of the contract (Sujarwo, Sari, Lestari, & Yani, 2020).

Judges also gave accurate consideration that in Article 251 of the Code of Trade, the thing that can become the legal basis for the rejection of the policy is only the insured's material information. This stipulation's meaning has also been limited through Decision of the Constitutional Court No. 85/PUU-XX/2022; thus, the policy annulment cannot be carried out by the insurer in an arbitrary. This consideration shows that appeal-level judges understand the importance of protecting the insured people and their heirs (Lumantow et al., 2022).

Judges state that not all information contained in the Life Insurance Request Letter can be used as a legal basis of annulment as only data that are directly related to the insured's health status can influence the underwriting decision (Alam & Mutaqin, 2023). In this case, there is

no proof that shows that the insured person hid her health conditions or gave data that was not appropriate in the material sense. Even, the evidence from the party of the insurance shows that there were no significant medical records in the name of the insured before the policy was issued. This strengthens the conclusion that the insured party did not commit any violations (Shanty & Zaerofi, 2024).

The judicial assembly also showed attention to detail in assessing the validity of the evidence that the Defendant used. The judges found that the only witness from the party of the insurance was a third-party employee who did not have any legal authority and the company he worked for was not registered with the Financial Service Authority and did not have any official agreements with the insurer. Further, the judges rejected considering the information from the supporting nurse who did not have a license for practice and was not present in court. This was a strict application of a legal evidencing principle that is in line with the *unus testis nullus testis* principle and procedural justice (Yusrani et al., 2023).

In this case, the strict application of the evidencing legal principle reflects the judges' care in assessing the pieces of evidence that the parties submitted. This was in line with the *unus testis nullus testis* principle, i.e., a legal principle which states that one witness is not enough to prove a legal phenomenon. In other words, a single witness who is not supported by other evidence does not have enough evidentiary power. This principle supports procedural justice, i.e., the principle that the justice processes must be carried out in a just, open, and balanced manner, where all evidence must be examined objectively to guarantee that the decision taken is truly based on valid evidence and can be legally taken accountable for.

This decision also shows respect towards the content of the applicable policy agreement. In the policy stipulations, it is stated that medical information must come from doctors with a valid license for practice (Suci, Salsabila, & Fauzan, 2023). However, the party of the Defendant only presented the statement of a nurse without a license which the judges deemed legally invalid. By annulling the first-level decision and granting the lawsuit of the Plaintiff, the appeal-level judicial assembly has shown that their legal consideration was rooted in the principle of contractual justice, the protection of the insured, as well as legal certainty for policyholders and heirs.

The consideration that non-material data should not be used as an excuse to reject claims is a reflection of judges' understanding of the structure of life insurance agreements which only protects the risk of death rather than financial risks or risks of policyholders' assets. The judicial

assembly also rejected the argument that low income may annul the policy. This reflects the judges' awareness of society's socio-economic conditions where even though not everyone has a stable income, they still have the right to access insurance products as a form of basic protection (Rahmawati, Asmarani, Asriningtyas, & Sujianto, 2023). Judges also stated that the premiums have been routinely paid by policyholders, showing that the insured party or the policyholder did not experience a default. This shows that the Plaintiff has fulfilled his main obligation in the agreement.

With a holistic juridical approach that was based on concrete legal facts, the judicial assembly has made the legal protection principle towards the insured the main footstep in their consideration rather than a mere administrative formality (Hidayat & Yusniar, 2021). This decision gives an important contribution to the practice of insurance law in Indonesia as it confirms that it is not legally valid to utilize administrative data that are irrelevant with the basis for the rejection of the policy's benefits (Y. A. P. Nasution & Lubis, 2022). This is a progressive step in guaranteeing legal certainty and justice.

In this decision, not only were the judicial considerations in line with the principles of a contract in the Civil Code but it is also an example of the application of consumer protection in the financial service sector, especially in the life insurance industry that has great social implications. Decision of the Medan High Court No. 47/PDT/2025/PT MDN cannot yet be categorized as permanent jurisprudence as in the Indonesian legal system, jurisprudence is only formally acknowledged when it is a form of a Supreme Court Decision that is consistent in several similar cases. Even so, this decision still contains an important value as a legal precedent and academic reference, especially because it shows the orientation of the protection towards the weaker party in an insurance agreement as well as opening room for the renewal of a more just and balanced contractual legal approach.

C. The Comparison of Decisions on Insurers' Legal Liability on the Rejection of Life Insurance Claims in Indonesia and Malaysia

The comparison of the decision between Indonesia and Malaysia related to insurers' legal liability on the rejection of life insurance claims shows the application of a similar principle but with a different nuance of legal reasoning. In Indonesia, Case No. 47/PDT/2025/PT MDN highlights the inaccuracy of claims rejection by *PT Asuransi Jiwa*

Generali Indonesia which uses the policyholder's administrative information as a basis for its decision, such as the ownership of an oil palm plantation and income. Such information is not relevant to the insured object, namely the life of the insured. The appeal-level court assessed that the action of rejection does not fulfill the materiality principle as regulated in Article 251 of the Code of Trade and is contrary to the *uberrimae fidei* principle which obliges holistic honesty in relevant things that have a direct connection to the insured risk.

Meanwhile, in Malaysia, the decision in the Case of Pacific & Orient Insurance Co Bhd v Muniammah Muniandy (2011) 1 CLJ 947 also confirms the *uberrimae fidei* principle but with a stronger emphasis on the evidence that the information that was not disclosed was truly material to the decision-making process of the insurer. In this case, the insurance company rejected claims due to material dishonesty but the court decided that the information which was not disclosed did not influence insurance decisions. Thus, the rejection was deemed invalid. Insurers were still obliged to pay the claims as there was no evidence which shows that the failure to disclose this information brought losses or misled the party of the insurance.

The *uberrimae fidei* principle is a fundamental principle in insurance law that obliges the related parties, especially the insured, to honestly disclose all material facts that are relevant to the insured object. However, as shown in the aforementioned decision, the court emphasizes that the application of that principle cannot be absolute nor can it burden one party in an unjust manner. There must be proof that the information that was not disclosed truly had a material characteristic and influenced the decision of the insurer. Therefore, the *uberrimae fidei* principle in the modern practice is more and more directed to guarantee a balance of position between the related parties as well as provide a more just legal protection for policyholders.

These two decisions have a similarity in terms of the protection towards policyholders or the appointed that experienced losses due to invalid rejection of claims. However, the approach in Indonesia seems to be more normative by referring to the interpretation of the Constitutional Court on Article 251 of the Code of Trade and the strengthening of the substantial aspect of a contract, while the Malaysian court places a greater emphasis on the evidencing aspect and factual relevance in the context of risk underwriting. Even though they have different approaches, the two show a similar tendency in rejecting administrative formalism and demanding proportional justice based on the substance of the legal relationship between the insured and the insurer.

Therefore, not only do these decisions become legal precedent, they also orient towards the formation of a more just and rational jurisprudence standard. In Indonesia, the appeal decision in the Generali case gives a contribution towards the strengthening of the legal position of the insured and the policyholder, as well as encourages regulators to improve monitoring of the insurance industry's practices. Then, in Malaysia, the decision regarding the Pacific & Orient case clarifies the limitation to applying the *uberrimae fidei* principle so that it is not arbitrarily used by insurance companies. These two cases can become important references in the legal reformation of life insurance in Southeast Asia, especially in creating a balance between the interests of business actors and consumer protection.

CONCLUSION

This research concludes that in life insurance, the legal liability of insurers cannot be based on the policyholder's non-material information that is not directly linked to the insured object, namely the life of the insured. Based on the principle of *utmost good faith* and Article 251 of the Code of Trade, the rejection of claims must be based on the insured's material information, rather than administrative data that is not contractually relevant. The Decision of the Medan High Court No. 47/PDT/2025/PT MDN shows an alignment with the principle of contractual justice and the protection of the insured as well as rejecting the annulment of claims that do not fulfill the materiality requirement. The comparison with the decision in Malaysia also strengthens the fact that the *uberimae fidei* principle must be applied in a just and proportional manner.

This research offers scientific contribution by confirming the limitation of the insurer's responsibility and the need for a legal interpretation that emphasizes the substance of an agreement as well as providing a practical reference for policymakers and insurance industry actors in creating a just and balanced consumer protection system both in the national level and in the ASEAN level.

REFERENCES

- Adam, R., & Anwar, S. (2021). Kedudukan Tertanggung dalam Asuransi Jiwa Kredit. *Legal Standing: Jurnal Ilmu Hukum*, 5(1), 84–94.
- Afrita, I., & Arifalina, W. (2021). Tanggung jawab hukum perusahaan asuransi jiwa terhadap tertanggung dalam pembayaran klaim asuransi. *Jurnal Hukum Respublica*, 20(2), 123–134.
- Agusti, N. (2017). Sharing of risk pada asuransi syariah (takaful): Pemahaman konsep dan

- mekanisme kerja. *Jurnal Manajemen Dakwah*, 3(2), 181–197.
- Alam, M. R. N., & Mutaqin, A. K. (2023). Pemodelan Distribusi Poisson-Sujatha pada Data Frekuensi Klaim Asuransi Kendaraan Bermotor di Indonesia. *Jurnal Riset Statistika*, 3(1), 71–78. <https://doi.org/10.29313/jrs.v3i1.1944>
- Andini, A. P., & Maghfiroh, S. (2022). Perkembangan Dan Potensi Asuransi Syariah Di Indonesia. *Pancawahana: Jurnal Studi Islam*, 17(1), 164–177.
- Antoni, S. (2021). Analisis komparatif kinerja keuangan perusahaan asuransi syariah menggunakan rasio early warning system sebelum dan selama pandemi covid-19. *JAZ: Jurnal Akuntansi Unihaz*, 4(2), 243–252.
- Atmadja, I. D. G. (2018). Asas-asas hukum dalam sistem hukum. *Kertha Wicaksana*, 12(2), 145–155.
- Badruzaman, D. (2019). Perlindungan Hukum Tertanggung Dalam Pembayaran Klaim Asuransi Jiwa. *Amwaluna: Jurnal Ekonomi Dan Keuangan Syariah*, 3(1), 96–118.
- Bustami, B. (2013). Penerapan algoritma Naive Bayes untuk mengklasifikasi data nasabah asuransi. *TECHSI-Jurnal Teknik Informatika*, 5(2).
- Darwin, S. (2014). Analisis pengaruh kualitas layanan terhadap loyalitas pelanggan dengan kepuasan dan kepercayaan pelanggan sebagai variabel intervening pada asuransi jiwa Manulife Indonesia-Surabaya. *Jurnal Strategi Pemasaran*, 2(1), 1–12.
- Farahdinna, F., Nurdiansyah, I., Suryani, A., & Wibowo, A. (2019). Perbandingan algoritma k-means dan k-medoids dalam klusterisasi produk asuransi perusahaan nasional. *Jurnal Ilmiah Fifo*, 11(2), 208–214.
- Girsang, J., Sudirman, L., Jaya, F., & Halim, D. (2023). Pertanggungjawaban Hukum Perusahaan Asuransi Terhadap Penolakan Klaim Atas Kehilangan Kendaraan Bermotor. *Jurnal Justitia Jurnal Ilmu Hukum Dan Humaniora*, 7(4), 819–829.
- Halim, C., Nugroho, N., & Hutabarat, F. A. M. (2019). Analisis Komunikasi Di PT. Asuransi Buana Independent Medan. *Jurnal Ilmiah Simantek*, 3(1).
- Harianja, L. R., Sugianto, S., & Daulay, A. N. (2024). Systematic Literatur Riview: Analisis Transformasi Digital Industri Asuransi Potensi (Insurtech) Di Indonesia. *Jurnal Manajemen Terapan Dan Keuangan*, 13(02), 466–480.
- Hazhin, U. M., & Diaz, M. R. (2022). Efektivitas Bentuk Perlindungan Hukum terhadap Pemegang Polis Asuransi Jiwa Kresna Pasca Putusan Kasasi. *Negara Hukum: Membangun Hukum Untuk Keadilan Dan Kesejahteraan*, 13(2), 209–226.
- Hidayat, D. A., & Yusniar, M. W. (2021). Determinan Kinerja Keuangan pada Perusahaan Asuransi. *Syntax Literate; Jurnal Ilmiah Indonesia*, 6(2), 608–619.
- Khairunnisa, A., Pranandari, K., & Avavidya, A. (2022). Resiliensi dan work engagement pada agen asuransi. *Arjwa: Jurnal Psikologi*, 1(3), 129–138.
- Kwartama, A. (2024). Hukum Asuransi Kelautan Dalam Pertanggung Jawaban Pelayaran Di Angkutan Laut. *Jurnal Nalar Keadilan*, 4(2).
- Lestari, A., & Aslami, N. (2022). Perilaku Konsumen Asuransi terhadap Keputusan Pembelian. *Mimbar Kampus: Jurnal Pendidikan Dan Agama Islam*, 21(1), 34–42.
- Lestari, H. S. (2017). Pengaruh intellectual capital terhadap kinerja perusahaan asuransi di indonesia. *Jurnal Manajemen*, 21(3), 491–509.
- Lumantow, I. P., Saerang, I. S., & Karuntu, M. M. (2022). Analisis Rasio Solvabilitas Dan Profitabilitas Pada Perusahaan Sub Sektor Asuransi Yang Terdaftar Di Bursa Efek Indonesia Tahun 2018-2020. *Jurnal EMBA: Jurnal Riset Ekonomi, Manajemen, Bisnis Dan Akuntansi*, 10(3), 458–465.
- Maulana, Y. (2023). Pengaruh ROA, EPS, CR dan DER terhadap Harga Saham Sektor Jasa Asuransi Terdaftar Bursa Efek Indonesia. *Logika: Jurnal Penelitian Universitas*

- Kuningan*, 14(01), 42–51.
- Nasution, N. H., & Nanda, S. T. (2020). Pengaruh Pendapatan Premi, Hasil Underwriting, Hasil Investasi dan Risk Based Capital Terhadap Laba Perusahaan Asuransi Umum Syariah. *Jurnal Ilmiah Ekonomi Dan Bisnis*, 17(1), 41–55.
- Nasution, Y. A. P., & Lubis, F. A. (2022). Manfaat Dan Mekanisme Penyelesaian Klaim Asuransi Pada Pt Kpm Asuransi Prudential Medan. *Juremi: Jurnal Riset Ekonomi*, 1(6), 683–686.
- Njatrijani, R., Sutrisno, P. A., & Primastito, C. A. (2024). Peran Otoritas Jasa Keuangan (OJK) sebagai Badan Pengawas Terhadap Fenomena Gagal Bayar Polis Asuransi Di Indonesia. *Jurnal Pembangunan Hukum Indonesia*, 6(2), 149–168.
- Palyama, S. (2022). Perlindungan Hukum Perlindungan Hukum Pemegang Polis Asuransi Jiwa di Indonesia (Studi Kasus PT. Asuransi Jiwa Raya). *Jurnal Hukum Dan Etika Kesehatan*, 84–94.
- Prayogo, I. H., & Syufaat, S. (2023). Perlindungan Hukum Pemegang Polis Asuransi Syariah Berdasarkan Undang-Undang Nomor 40 Tahun 2014 Tentang Perasuransian. *Alhamra Jurnal Studi Islam*, 4(1), 72–75.
- Puspitasari, N. (2012). Model Proporsi Tabarru'Dan Ujrah Pada Bisnis Asuransi Umum Syariah Di Indonesia. *Jurnal Akuntansi Dan Keuangan Indonesia*, 9(1), 3.
- Rahim, H. (2013). Optimisme pertumbuhan asuransi indonesia; proyeksi perkembangan lima tahun (2014-2018). *Jurnal Asuransi Dan Manajemen Resiko*, 1(2), 1–21.
- Rahmawati, F. N., Asmarani, H., Asriningtyas, I., & Sujianto, A. E. (2023). Penguatan Pertumbuhan Ekonomi Melalui Asuransi Syariah Di Indonesia. *Jurnal Bintang Manajemen*, 1(2), 240–247.
- Rambe, S. H., & Sekarayu, P. (2022). Perlindungan hukum nasabah atas gagal klaim asuransi akibat ketidaktransparanan informasi polis asuransi. *Jurnal USM Law Review*, 5(1), 93–109.
- Rolos, J. K. R., Sambul, S. A. P., & Rumawas, W. (2018). Pengaruh beban kerja terhadap kinerja karyawan pada PT. Asuransi Jiwasraya Cabang Manado Kota. *Jurnal Administrasi Bisnis (JAB)*, 6(004), 19–27.
- Samalam, F. N. A., Mangantar, M., & Saerang, I. S. (2018). Pengaruh Return on Asset, Return on Equity Dan Debt To Equity Ratio terhadap return saham pada perusahaan asuransi di BEI periode 2012-2016. *Jurnal EMBA: Jurnal Riset Ekonomi, Manajemen, Bisnis Dan Akuntansi*, 6(4).
- Saputra, A., Listiyorini, D., & Muzayanah, M. (2021). Tanggungjawab Asuransi Dalam Mekanisme Klaim Pada Perjanjian Asuransi Berdasarkan Prinsip Utmost Good Faith. *Jurnal Pendidikan Kewarganegaraan Undiksha*, 9(1), 211–222.
- Sardjito, R. M. D. H., Suganda, B., Suhendar, B., Sinaga, R. N., & Napitupulu, R. H. M. (2024). Pelaksanaan Prinsip Utmost Good Faith Untuk Produk Asuransi Property All Risk. *Jurnal Lentera Bisnis*, 13(3), 1562–1577.
- Sensuse, D. I., & Sari, F. R. (2008). Penerapan metode analytic hierarchy process dalam sistem penunjang keputusan untuk pemilihan asuransi. *Jurnal Sistem Informasi*, 4(2), 100–109.
- Shanty, M. K., & Zaerofi, A. (2024). Peran Asuransi Syariah dalam Membangun Rantai Nilai Halal. *Jurnal At-Tamwil: Kajian Ekonomi Syariah*, 6(1), 74–89.
- Suci, H. W., Salsabila, N. G., & Fauzan, T. Z. A. (2023). Analisis Penerapan Prinsip Asuransi Bpjs Kesehatan Berdasarkan Syariat Islam. *Religion: Jurnal Agama, Sosial, Dan Budaya*, 2(4), 487–501.
- Sugiadnyana, P. R., Mangku, D. G. S., & Yuliartini, N. P. R. (2020). Penyelesaian Sengketa

- Pulau Batu Puteh Di Selat Johor Antara Singapura Dengan Malaysia Dalam Perspektif Hukum Internasional. *Jurnal Komunikasi Hukum (JKH)*, 6(2), 542–559.
- Sujarwo, A., Sari, A. M., Lestari, R., & Yani, D. (2020). Sistem Informasi Pengajuan Klaim Asuransi Kendaraan Berbasis Web Menggunakan UML. *Jurnal Sistem Komputer Dan Informatika (JSON) Hal*, 294, 300.
- Tobing, R. P., & Bismala, L. (2015). Pengaruh citra merek dan periklanan terhadap keputusan pembelian polis asuransi. *Jurnal Akuntansi Dan Bisnis: Jurnal Program Studi Akuntansi*, 1(2).
- Tuffahati, H., Mardian, S., & Suprpto, E. (2016). Pengukuran efisiensi asuransi syariah dengan Data Envelopment Analysis (DEA). *Jurnal Akuntansi Dan Keuangan Islam*, 4(1), 1–23.
- Widyanti, S. R., Wahyuari, W., & Kurniawan, Y. J. (2023). Analisis Risiko Operasional Pada Divisi Marketing Non Captive Di Pt Asuransi Askrida Syariah. *Jurnal Asuransi Indonesia*, 2(2), 120–140.
- Windiantina, W. W. (2020). Klausula Eksonerasi Sebagai Perjanjian Baku dalam Perjanjian Asuransi. *Jurnal Surya Kencana Satu: Dinamika Masalah Hukum Dan Keadilan*, 11, 71–84.
- Wulansari, R. (2017). Pemaknaan Prinsip Kepentingan Dalam Hukum Asuransi di Indonesia. *Jurnal Panorama Hukum*, 2(1), 103–116.
- Yanti, H., & Darmayanti, E. (2023). Analisis Terhadap Perlindungan Hukum Tertanggung Asuransi Kendaraan Bermotor Berhubungan Dengan Perjanjian Pembiayaan Konsumen (Studi Kasus Pada PT. Adira Dinamika Multi Finance Medan, TBK). *Jurnal Mimbar Ilmu Hukum (MIH)*, 1(1), 127–144.
- Yanti, R. S. Y., & Suryono, A. (2024). Analisis yuridis tanggung jawab perusahaan asuransi terhadap asuransi jiwa kredit (studi putusan nomor 3079 k/pdt/2019. *Terang: Jurnal Kajian Ilmu Sosial, Politik, Dan Hukum*, 1(1). <https://doi.org/10.62383/terang.v1i1.83>
- Yurianto, A. O., & Dewi, R. S. (2021). Pengaruh Kualitas Pelayanan dan Kualitas Produk Terhadap Kepuasan Pelanggan (Studi Pada Nasabah Asuransi Unit Link PT. Prudential Life Assurance Semarang). *Jurnal Ilmu Administrasi Bisnis*, 10(1), 753–761.
- Yusrani, K. G., Arbitera, C., Novianti, P. A., Sabrina, R. S. N., Syabil, S., & Rahma, U. (2023). Studi Literatur: Faktor-faktor yang Mempengaruhi Keputusan Masyarakat dalam Memilih Asuransi Kesehatan. *Jurnal Medika Husada*, 3(1), 37–50.