

LAW ENFORCEMENT TOWARDS LIFE INSURANCE CONSUMERS AT PT. AIG LIPPO LIFE INSURANCE UNDER LAW NO. 8 OF 1999 CONCERNING CONSUMER PROTECTION

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Abstract : This research is aimed at analyzing law enforcement against life insurance consumers at PT. AIG Lippo Life Insurance based on Law no. 8 of 1999 regarding the resolution of consumer disputes in the insurance sector that occur between insurance business actors and insurance consumers. This research method uses normative qualitative research methods. Primary data was obtained from interviews with a number of officials from YLKI (Indonesian Consumers Institute Foundation), PT. AIG Lippo Life Insurance, and the Supreme Court of the Republic of Indonesia. Meanwhile, secondary data was obtained from literary sources related to consumer protection and insurance law, books, scientific essays, jurisprudence, papers and mass media. The results of this research show that insurance consumers (Insured) have the right to obtain compensation from the insurance company (Insurer) and have the right to submit a claim for compensation to the Insurance Party (Insurer). If the business actor refuses or does not provide a response and/or does not fulfill compensation for consumer demands, then the consumer is given the right to sue the business actor and resolve the dispute that arises through the Consumer Dispute Resolution Agency or by filing a lawsuit with a judicial body.

Keywords : Law Enforcement, Life Insurance Consumers, Consumer Protection

Abstrak : Penelitian ini ditujukan untuk menganalisis penegakan hukum terhadap konsumen asuransi jiwa pada PT. Asuransi AIG Lippo Life berdasarkan Undang-Undang No. 8 Tahun 1999 terkait penyelesaian sengketa konsumen di bidang asuransi yang terjadi antara pelaku usaha asuransi dan konsumen asuransi. Metode penelitian ini menggunakan metode penelitian kualitatif yang bersifat normatif. Data primer diperoleh dari wawancara dengan sejumlah pejabat dari YLKI (Yayasan Lembaga Konsumen Indonesia), PT. Asuransi AIG Lippo Life, dan Mahkamah Agung RI. Sementara data sekunder diperoleh dari sumber-sumber kepustakaan yang berkaitan dengan hukum perlindungan konsumen dan asuransi, buku-buku, karangan-karangan ilmiah, yurisprudensi, makalah-makalah, dan mass media. Hasil penelitian ini menunjukkan bahwa konsumen asuransi (Tertanggung) berhak memperoleh ganti rugi dari Pihak asuransi (Penanggung) dan berhak mengajukan tuntutan ganti rugi kepada Pihak Asuransi (Penanggung). Apabila pelaku usaha menolak atau tidak memberikan tanggapan dan/atau tidak memenuhi ganti rugi atas tuntutan konsumen, maka konsumen diberikan hak untuk menggugat pelaku usaha dan menyelesaikan perselisihan yang timbul melalui Badan Penyelesaian Sengketa Konsumen atau dengan cara mengajukan gugatan ke badan peradilan.

Kata Kunci : Penegakan Hukum, Konsumen Asuransi Jiwa, Perlindungan Konsumen

INTRODUCTION

The Indonesian economy prioritizes community prosperity, not prosperity for individuals or groups of people. The direction of legal policy includes consistently enforcing the law to better guarantee legal certainty, justice and truth, supremacy of law and respect for human rights. To achieve a just and prosperous society, of course we are faced with progress in economic activity, which directly involves consumers, producers/entrepreneurs, and the government. One aspect is that consumer protection problems will increase. The impacts that arise need to receive joint attention; Due to the dynamic and continuous developments occurring in the economic sector, many new problems have arisen in the field of consumer protection (Nasution, 2019 : 19).

Legal protection for consumers, both materially and formally, is very important to implement, considering the increasing pace of science and technology which is the driving force for the productivity and efficiency of producers for the goods or services they produce in order to achieve business targets. In order to pursue and achieve these two things, ultimately both directly and indirectly, it is consumers who generally feel the impact. Thus, efforts to provide adequate protection to consumer interests are an important and urgent matter, for which a solution must be immediately sought, especially in Indonesia, considering the complexity of the problems relating to consumer protection, especially as we face the upcoming era of free trade.

Consumer protection is a matter of human interest, therefore it is a hope for all nations in the world to be able to make it happen. Realizing consumer protection is realizing the relationship between various dimensions which are interconnected and interdependent between consumers, entrepreneurs and the government (Nasution, 2019 : 56). This can be seen from consumer complaints, whether submitted directly or copied to YLKI (Indonesian Consumers Institute Foundation) or which are also reported through the capital's mass media. Complainants usually state that their complaint is also informed to YLKI or if the problem cannot be resolved then the case will be taken to a consumer agency (Shidarta, 2021:47).

According to YLKI's perspective, the most important consumer complaints in the insurance sector actually start with the policy. Insurance is often in an unregulated place, meaning that the government has not explicitly drawn up standard contracts that have been researched by the government regarding the advantages and disadvantages for consumers. So, the policy is more of a standard contract that is seen as "take it or leave it". If you want to take it, if you want to leave it. Judging from its function, insurance is a means of reducing risk by combining or combining various risk units in large quantities. Therefore, insurance cannot be separated from the law of large numbers (the law of large numbers) (Shidarta, 2021:75) which explains why in a situation of unbalanced exchange rates, it can still survive. From this combination, predictions of individual losses are made, the large amounts are divided proportionally. This is the basis for determining the premium.

Insurance cannot be separated from the principles illustrated as building pillars. Six main principles, namely: insurable interest, good faith from both parties which constitute the contract. Insurance promises to pay claims up front. Rewards are received at a later date. Insurance people often mess up and claim to pay claims at a later date. This shows the need for government guidance. The law in this country states that insurance companies that have received a business license from the government are allowed to sell insurance products at any time, unless the insurance product is classified as a new insurance product, then they must report it. In giving permission, the government assesses whether the product is defective, the price, and the formulation of the contents of the policy. This policy is also regulated by law. The government is not the police who can arrest people who break the rules at any time.

Based on the background of the problem above, this research is aimed at answering questions related to consumer rights and obligations according to Law no. 8 of 1999 concerning Consumer Protection and resolving consumer disputes in the insurance sector that occur between insurance businesses and insurance consumers. This research will contribute to stakeholders in the field of legal science and members of the wider community to better understand their rights as consumers.

RESEARCH METHODOLOGY

This research is a juridical review of insurance consumer protection issues which is normative legal research, namely research that uses legal norms contained in written regulations, court decisions and contracts. The data used is primary data and secondary data. Primary data was obtained from field research originating from official sources, namely interviews with officials from YLKI (Indonesian Consumers Institute Foundation) PT. AIG Lippo Life Insurance, and the Supreme Court of the Republic of Indonesia. According to Kriyantono (2020: 289), interviews in qualitative research can also be called in-depth interviews or intensive interviews and are mostly unstructured. Interviews in qualitative research are conducted with the aim of obtaining in-depth qualitative data. Meanwhile, secondary data is material obtained from literature related to consumer protection law and insurance. Meanwhile, secondary data collection was obtained through library research, namely collecting secondary data by studying statutory provisions, books, dictionaries, scientific essays, jurisprudence, papers and mass media. Sugiyono (2018: 291) said that literature study is related to theoretical studies through references related to the values, culture and norms that develop in the social situation being studied.

RESULTS AND DISCUSSION

1. Consumer Rights and Obligations According to Law no. 8 of 1999 Concerning Consumer Protection

Consumers have the same rights as producers or business actors so that no party feels disadvantaged by this agreement, where every consumer has the right to demand what is their right in every transaction with a business actor and business actors are obliged to provide what is their right. However, consumers are still obliged to provide what is their right to business actors by paying a predetermined amount of money. Consumer rights are regulated in the Consumer Protection Law no. 8 of 1999 Chapter III article 4 which states namely:

- a. The right to comfort, security and consumption of goods and services.
- b. The right to choose goods and/or services and obtain these goods and/or services in accordance with the exchange value and conditions and guarantees promised.
- c. The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services.
- d. The right to have their opinions and complaints heard regarding the goods and/or services they use.
- e. The right to obtain appropriate advocacy, protection and dispute resolution efforts, consumer protection and education.
- f. The right to receive consumer guidance and education.
- g. The right to be treated or served correctly and honestly and not in a discriminatory manner.
- h. The right to receive compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the agreement or are not as they should be.
- i. Rights regulated in other statutory provisions.

Not only business actors or producers have obligations, but consumers also have obligations that must be fulfilled if they want to carry out a sales and purchase agreement in good faith. The consumer obligations that must be carried out are in accordance with those regulated in Chapter III Article 5 of the Consumer Protection Law Number: 8 of 1999 which reads namely:

- a. Read or follow information instructions and procedures for the use or utilization of goods and/or services, for the sake of security and safety.
- b. Have good faith in carrying out transactions to purchase goods and/or services.
- c. Pay according to the agreed exchange rate
- d. Follow appropriate legal resolution efforts for consumer protection disputes.

Consumer Rights Based on Law no. 2 of 1992 concerning Insurance Business is regulated in several articles in Law no. 2 of 1992, namely: Article 1 paragraph 1, "*Insurance or coverage is an agreement between two or more parties, by which the Insurer binds itself to the Insured, by receiving the insurance premium, to provide compensation to the Insured for loss, damage or loss of profits incurred expected, or legal responsibility to a third party that the insured may*

suffer, arising from an uncertain event, or to provide a payment based on the death or life of an insured person."

This definition provides an absolute understanding that insurance is an agreement wherein the performance of the Insured which has been paid in advance in the form of a premium, the Insurer is bound to provide compensation (indemnity) for losses suffered by the Insured due to undesirable events that befall the Insured or also make payments resulting from the death or life of the Insured. Article 6 paragraph 1, which reads: "*Insurance coverage for insurance objects must be based on the freedom to choose the Insurer, except for social insurance programs."*

Consumer obligations are regulated in several articles of Law no. 2 of 1992 concerning Insurance Business, namely: Article 1 paragraph 1, which reads: "*Insurance or coverage is an agreement between two or more parties, by which the Insurer binds itself to the Insured, by receiving insurance premiums.*

To provide compensation to the Insured for loss, damage or loss of expected profits, or legal liability to third parties that the Insured may suffer, arising from an uncertain event, or to provide a payment based on the death or survival of an insured person ." The purpose of this article is: to provide an absolute understanding that insurance is an agreement where for the Insured's performance which has been paid in advance in the form of a premium, the Insurer is bound to provide compensation (irtdemrlity) for losses suffered by the Insured due to unforeseen events. which befalls the Insured or also makes payments as a result of the Insured's death or life. So, it can be seen that this article regulates the obligation of the consumer (Insured) to pay insurance premiums to the insurance party (Insurer).

Consumer Rights According to the Civil Code. Consumer rights are regulated in several articles of the Civil Code, namely Article 1365 of the Civil Code which reads: "Every act that violates the law, which brings harm to another person, requires that the person, because of his fault in causing the loss, compensate for the loss. The purpose of this article is: regarding acts that violate the law which states that every action that causes harm to another person, requires the person who is at fault to compensate for the loss. This provision is considered to be a very merciful provision for upholding the rights and interests of consumers who are violated.

With this provision, insurance consumers (Insured) have the right to obtain compensation from the insurance Party (Insurer) and have the right to submit a claim for compensation to the Insurance Party (Insurer). Article 1338 paragraph 1 of the Civil Code which reads: "All agreements made legally are valid as Laws for those who make them." The purpose of this article is: If there is a violation of the agreement between the consumer (Insured) and the Insurer, or what is commonly called a default, then the aggrieved party can demand fulfillment based on the agreement. This article opens up opportunities and gives insurance consumers the right to file a lawsuit before the court.

It is the court that decides whether the lawsuit is justified. However, it is important to remember that not all types of obligations originating from the agreement can be required to be fulfilled. The law only covers obligations that meet the requirements, which in the Civil Code are regulated in article 1320 of the Civil Code.

2. Resolving Consumer Disputes in the Insurance Sector that Occur Between Insurance Businesses and Insurance Consumers

In relation to resolving insurance claim disputes, Article 23 of the Consumer Protection Law stipulates that if business actors refuse or do not respond and/or do not fulfill compensation for consumer demands, then consumers are given the right to sue business actors and resolve disputes that arise through the Consumer Dispute Resolution Agency. or by filing a lawsuit with the judiciary. In this way, insurance claim dispute resolution can be done through the judiciary and outside the judiciary.

Extrajudicial dispute resolution, apart from the Consumer Dispute Resolution Agency, specifically for insurance claim disputes, the Indonesian Insurance Mediation Agency (BMAI) has been established. BMAI officially started operating in 2006. Since its founding, BMAI has received 200 claims. There are 130 cases belonging to BMAI jurisdiction and 117 cases of disputes that have been resolved. The rest is still in progress. Before 2010, the maximum value

of an insurance claim dispute handled by BMAI was a maximum of IDR 300 million for life insurance and social security and a maximum of IDR 500 million for general insurance. Starting in 2010, the maximum value of insurance claim disputes handled by BMAI is IDR 500 million for life insurance and social security and a maximum of IDR 750 million for general insurance.

Article 54 (3) of the Consumer Protection Law states that decisions handed down by the Consumer Dispute Resolution Agency (BPSK) are final and binding. However, parties who do not agree with the decision can submit an objection to the District Court for a decision (Widjaja and Yani, 2000: 79).

In principle, the legal relationship between consumers and business actors, including the legal relationship between the policy holder as the insured and the insurance company as the insurer, is a civil legal relationship. This means that every dispute that results in losses must be resolved civilly. However, the Consumer Protection Law also imposes criminal sanctions for violators of the Consumer Protection Law. This is confirmed by the formulation of Article p 45 paragraph (3) which states that resolving disputes outside of court does not eliminate criminal responsibility as regulated in the applicable laws and regulations.

Based on Article 62 and Article 63 of the Consumer Protection Law. Insurance companies as business actors can be subject to basic criminal sanctions and additional criminal sanctions. The main criminal sanctions are sanctions that can be imposed and imposed by the court at the request of the public prosecutor against business actors who commit violations:

- a. Article 8, namely goods and services that do not meet standards.
- b. Article 9 and Article 10 regarding incorrect information.
- c. Article 15 regarding forced offers.
- d. Article 17 Paragraph (1) regarding misleading information.
- e. Article 18 includes standard clauses.

The sanctions imposed are a maximum imprisonment of five years or a fine of IDR 2,000,000,000.00 (two billion rupiah). Additional criminal sanctions can be imposed in the form of confiscation of certain goods, announcement of a judge's decision, payment of compensation, order to stop certain activities that cause consumer losses, obligation to withdraw goods from the market, or revocation of business permits.

The Law on Consumer Protection not only lists the rights and obligations of consumers, but also the rights and obligations of business actors. However, it appears that the rights given to consumers (which are regulated in Article 4) are greater than the rights of business actors (which are contained in Article 6) and the obligations of business actors (in Article 7) are even greater than the obligations of consumers (which are contained in Article 5).

If linked to an insurance agreement, the rights of the policy holder or insured as a consumer can be used as a reference, namely:

- a. The right to choose the type of insurance offered.
- b. The right to correct, clear and honest information regarding insurance benefits and guarantees.
- c. The right to have opinions and complaints heard regarding the services and services of insurance officers.
- d. The right to obtain advocacy, protection and efforts to resolve consumer protection disputes if a dispute occurs.
- e. The right to be treated or served correctly and honestly and not in a discriminatory manner.
- f. The right to receive compensation, compensation and/or replacement, services received are not in accordance with the agreement or are not as they should be.

The Insured's obligations as a consumer can refer to Article 5, namely:

- a. Read or follow information instructions and procedures established by the insurance company.
- b. Have good faith in carrying out transactions or closing insurance agreements.
- c. Pay according to the agreed exchange rate.
- d. Follow appropriate legal resolution efforts for consumer protection disputes.

The Consumer Protection Law, apart from regulating the rights and obligations of business actors, also regulates actions that are prohibited from being carried out by business actors which can be a reference for insurance companies, including:

- a. Trading insurance services that do not comply with the required standards and provisions of statutory regulations, namely those that do not comply with those regulated in the Civil Code, Commercial Code, Insurance Business Law.
- b. Trading insurance services that do not comply with the promises stated in information, advertisements and promotions.
- c. Offering, promoting, advertising false insurance.
- d. Offering, promoting, advertising misleading insurance.
- e. Offering insurance services through coercion or other means that can cause physical or psychological harm to consumers.
- f. Producing advertisements that deceive consumers.

The Consumer Protection Law also regulates the responsibilities of business actors in Article 19. By referring to the provisions of Article 19, insurance companies are responsible for providing compensation for losses suffered by policy holders. However, this does not apply if the insurance company can prove that the loss suffered by the policy holder was the fault of the policy holder himself. Article 23 is one of the articles that seems to have been inserted specifically, specifically regulating the right of consumers to sue business actors who refuse, and/or do not respond, and/or do not fulfill compensation for consumer demands as intended in Article 19, either through a settlement body, consumer disputes or by submitting them to the judicial body in the consumer's domicile.

CONCLUSION

Based on the description and explanation as presented in the previous chapters, the author in this paper concludes several conclusions as follows:

1. Consumer rights are regulated in several articles of Law no. 2 of 1992, namely: Article 1 paragraph 1, "Insurance or coverage is an agreement between two or more parties, whereby the Insurer binds itself to the Insured, by receiving the insurance premium, to provide compensation to the Insured for loss, damage or loss of expected profits, or legal liability to third parties that the insured may suffer, arising from an uncertain event, or to provide a payment based on the death or life of the insured person."
2. Resolving consumer disputes in the insurance sector that occur between insurance business actors and insurance consumers. Consumer Rights Based on Law no. 2 of 1992 concerning Insurance Business. Settlement of insurance consumer disputes in court, since becoming an Insurance participant as a good customer, the Plaintiff continues to make premium payments smoothly in accordance with what was previously agreed, and to prove the premium payments made by the Plaintiff, Defendant I will notify the Plaintiff by sending a bank statement provided will be sent to the Plaintiff.

Based on the arguments or reasons for the cassation described above, it is requested that the Honorable Supreme Court of Justice examine and adjudicate this case as soon as possible in accordance with the time limit of no later than 30 (thirty) days from the date the Supreme Court receives the application case file. This cassation is as stipulated in Article 58 paragraph (3) of Law no. 8 of 1999 by taking a legal decision. Whereas regarding these reasons, the Supreme Court is of the opinion: regarding reasons 1 to 3: That these reasons cannot be justified, because the *judex facti*/Medan District Court decision stated that the Plaintiff's claim was vague, therefore it must be declared not acceptable, appropriate and does not misapply or violate the applicable law because the Plaintiff in his lawsuit has mixed up consumer dispute resolution through the Court with filing an objection to the BPSK decision because in addition to filing an objection to the BPSK decision the Plaintiff has also filed a lawsuit against BPSK as the Defendant II, even though according to the filing law

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