

Initiating Preventive Legal Protection for Defaulted Insurance Customers: an Axiological Study

Hendro Purnomo^{1*}, I Putu Sudarma Sumadi², Marwanto³, Made Gde Subha Karma Resen⁴

¹Program Doktor Ilmu Hukum, Fakultas Hukum, Universitas Udayana Denpasar, Bali

^{2,3,4}Fakultas Hukum, Universitas Udayana Denpasar, Bali

Corresponding Author: Hendro Purnomo hendro.benaia@gmail.com

ARTICLE INFO

Keywords: Insurance, Legal Protection, Preventive, Default, Policy Guarantee Agency

Received : 14, October

Revised : 26, October

Accepted: 25, November

©2024 Purnomo, Sumadi, Marwanto, Resen : This is an open-access article distributed under the terms of the [Creative Commons Atribusi 4.0 Internasional](https://creativecommons.org/licenses/by/4.0/).



ABSTRACT

Insurance helps individuals manage risks in areas like health, education, and retirement. However, issues such as defaults by insurance companies can harm customers and erode public trust. To address this, preventive measures, including establishing a Policy Guarantee Agency, are needed to protect customers and minimize losses. This normative legal study examines preventive protection regulations, focusing on balance in contracts and legal protection theories, and proposes constructing regulations for a policy guarantee program. Findings reveal that while the Insurance Law mandates such regulation, its absence creates legal uncertainty, leaving customers vulnerable to losses from insurance defaults.

INTRODUCTION

In navigating life, a variety of circumstances can occur – not to mention circumstances that cause uncertainty and harm, known as risks. The massive development of science and technology that turns the world borderless actually increases the likelihood of these risks to happen – from aircraft accidents, bankruptcies, to layoffs are increasingly haunting people in the era of globalization. Therefore, sophisticated protection is needed to provide security and comfort for the community.

The existence of insurance allows the diversion of risks that may be faced by each human being. Insurance was created to protect the society by distributing risks and avoiding greater risks, which are not only limited to the health sector, but also the education, retirement, property, and other sectors. The rapid progress of the insurance business is linear with the higher insurance minded of the society. The Indonesian Life Insurance Association, namely Asosiasi Asuransi Jiwa Indonesia (“AAJI”) reported that the number of life insurance insured in the first quarter of 2023 reached 87.54 million, consisting of 29.74 million individual insured and 57.80 million group insured. This amount is an improvement from the milestone in the first quarter of 2022, which increase by more than 12 million additional insured or about 16.6%.

The public’s need for insurance is predicted to continue to grow in line with the increasingly high risk faced by modern society in recent times. These needs are not limited to the following: protection against financial risks due to the incurrence of medical/health care expenses and the death of income earner/cessation of income sources in the family; as compensation for loss of limbs or disability or total permanent disability; as a guarantee of income continuity; as a form of investment and savings; as a form of sharing risks and helping in the occurrence of a disaster; as an efficient strategy for capital utilization, thus there is no need to make reserves for the risk of losses that may occur and capital can be diverted for business purposes; as a support strategy for determining business policies or personal actions, for example for investment or business expansion plans; as a basis for budgeting; and as a security giver knowing that the risks that occur will be covered by the insurance company.

The legal relationship between the insurance company and the customer is intertwined once the insurance policy is formed, whereas the customer has the obligation to pay the premium– the insurance company is obliged to pay the merit of the premium. Thus, it can be said that the premium is a form of customer trust towards the insurance company. Despite that insurance company always striving in protecting customer trust, in carrying the implementation, surely the insurance companies are not exempted of deficiencies, which result in losses faced by customers. One of the problems that characterized the development of the insurance business in Indonesia is the inability of the company to pay the merit from customer premium payments or in other words, default.

One of the default cases in Indonesia was experienced by AJB Bumiputera 1912, which failed to pay the customer premium in 2017 with a

total loss of approximately Rp 13 trillion. PT Asuransi Jiwasraya (Persero), a state-owned insurance company also experienced the same misfortune, namely failing to pay the customer premium in 2018 and 2019 with a total loss of Rp 16.81 trillion based on the BPK audit. Moreover, PT Kresna Life Insurance or Kresna Life also failed to pay the customer premium with a nominal of Rp 6.4 trillion in 2020. Some of the default cases mentioned above are certainly stains of the insurance business in Indonesia. How could it not be? The main purpose of customers in applying insurance is to share risks of losses when unexpected things happen, yet the customers suffer greater losses due the default of the insurance company. Unless immediate action is taken, then public trust in insurance companies will decrease over time.

The government surely needs to take action in order to protect customers against the risk of default which is very detrimental. The form of protection can be the establishment of legal instruments that guarantee legal certainty by ensuring the security and safety of customers in obtaining insurance services as stipulated in the insurance policy.

Despite the trigger for policy guarantee provisions has been regulated in Law of the Republic of Indonesia Number 40 of 2014 concerning Insurance (“Insurance Law”), specifically in Article 53 paragraph (1) and Article 53 paragraph (4) – in fact, the Policy Guarantee Agency, namely Lembaga Penjamin Polis (“LPP”) as part of the policy guarantee program has not yet been established and regulated in legislation. Hence, it can be concluded that there is a legal vacuum related to the implementation of the policy guarantee program itself.

Based on this urgency, the author considers it is important to examine the formation of regulations governing the policy guarantee program – particularly LPP as a form of preventive protection for insurance customers, which will be outlined in this article.

Regarding the topic of this article, there are several writings that discuss the protection of insurance customers who experience default. One of them is entitled “Legal Protection of Customers of PT Asuransi jiwa Kresna for Default in Payments in Review of Law Number 21 of 2011 concerning the Financial Services Authority” written by Evania Larisa, Yoan Nursari Simanjuntak, and Yusrambono in 2023. The article outlined how the Financial Services Authority (“FSA”) in Indonesia can provide legal protection to customers of PT Asuransi Jiwa Kresna who experienced insurance default. The result of the study shows that FSA has a strategic role in providing protection, both preventively and repressively, in protecting customers. Preventive protection is conducted by providing education, supervision, and encouraging business actors to have a consumer complaint mechanism. Whereas, repressive protection is conducted by revoking business licenses and forced remedies to settle all their responsibilities to customers.

Another article entitled “Legal Protection of Policyholders in the Implementation of Insurance Agreement Renewal in the Case of Default of PT Jiwasraya Pontianak” written by Endang Mugiri, Rachmawati, and Aktris Nuryanti in 2022. The article outlined how the restructuring of the insurance

policy of PT Asuransi Jiwasraya (Persero) Pontianak Branch is carried out and how the legal protection of policyholders in policy restructuring by PT Asuransi Jiwasraya (Persero) Pontianak Branch. The result of the study shows that policy restructuring is carried out unilaterally by Head Office by sending policy restructuring approval documents to policyholders at the Pontianak Branch Office. Additionally, the legal protection of policyholders in restructuring process was violating various regulations from the civil aspect.

Both of these articles discuss the repressive protection for insurance customers who experience default, considering the case studies that used are default cases that have happened and have caused losses to customers. This article certainly will be exclusive since it will focus on providing preventive protection to insurance customers who experience default, by examining the legislative arrangements governing the policy guarantee program. This article will also examine the construction of regulations in establishing the LPP

THEORETICAL REVIEW

Conceptual Foundations

Company Concept

The concept of a company is the totality of actions carried out continuously to earn income, trade goods, deliver goods, enter into trade agreements and engage in services. A new company exists if it first calculates its losses and profits and records them in the books.

Concept of Payment Default

Default essentially means that a debtor does not make payments on his debt. Postponement of debt payment obligations, also known as moratorium, is a legal term used to indicate the condition of a debtor who is unable to make debt payments.

Failure to pay in insurance means the insurance company's obligations are not fulfilled in fulfilling its customers' rights as agreed and stated in the insurance policy agreement.

Concept of Legal Certainty

Certainty has the meaning of "provision, decree", whereas if the word certainty is combined with the word law it becomes legal certainty, it means a legal instrument of a country that is able to guarantee the rights and obligations of every citizen.

The concept of legal certainty is a positive thing that can regulate the interests of everyone in society and which must always be obeyed, even if the positive law is considered unfair. Apart from that, legal certainty is a requirement, provisions that are binding and have a legal basis that must be safe and fair.

Theoretical Foundations

Legal Protection Theory

Legal protection implies that the law aims to integrate and coordinate various interests in society, by limiting these interests, because in a traffic of

interests, protection of certain interests can only be done by limiting other interests on the other side.

Fitzgerald explains that legal protection is protecting a person's interests by allocating power to him in a measurable manner to act in his interests, which are called rights. Legal protection has two meanings, namely preventive legal protection and repressive legal protection.

METHODOLOGY

This article uses normative legal research methods, which include linkages to legal principles, legal systematics, vertical and horizontal synchronization levels, legal comparisons, and legal history of a legal norm. This research uses a statute approach and conceptual approach. The statutory approach is taken by examining all laws and regulations related to insurance, whereas the conceptual approach is taken by examining the theory of balance in contracts and the theory of legal protection.

This research emphasizes secondary data collection in the form of primary and secondary legal materials. Primary legal material in this this research is Law Number 40 of 2014 concerning Insurance. The secondary legal materials used in this research are books, journals, and related research results. The technique of collecting legal materials in this research is library research, namely by studying literature books, legislation, and other written materials related to the legal issues discussed. Various data are collected and analyzed descriptively-analytically – meaning that a solution is carried out in the problem being investigated by describing the current state of the object of research based on the facts that appear, which then analyzed through applicable regulations.

Legal Certainty Theory

Legal certainty contains two meanings, namely first, the existence of general rules that make individuals know what actions they can and cannot do, and second, in the form of legal security for individuals from government authority because with the existence of general rules individuals can know what they are doing. that may be imposed or carried out by the state against individuals.

According to Van Kan, legal certainty states that law is tasked with ensuring legal certainty in human relations. Legal certainty is a country's legal instruments that are able to guarantee the rights and obligations of every citizen.

Theory of Justice

Justice is an action that can achieve "fairness" when it is based on an agreed agreement. From this statement it can be concluded that justice or a sense of fairness will be achieved when there is an agreement between two parties who have promised.

Justice is characterized as a policy that is completely determined by its utility, namely its ability to produce the greatest pleasure for the greatest number of people.

Theory of Justice according to Horbert Lionel Adolphus or H.L.A. Hart, as quoted in Putu Sudarma Sumadi's book, according to Hart, justice and law cannot be separated. Because substantive justice has moral relevance. Separating law and morals opens up the opportunity for the law to be unfair, even if the law is not just or moral, but to emphasize the validity of justice in law, Hart emphasizes the importance of the procedural aspects of legal formation being clearly regulated and determined in legal rules.

RESULTS AND DISCUSSION

Preventive Legal Protection Regulation Regarding Default of Insurance Company

The legal connection between the insurance company and the insurance customer is formed and outlined in a form of agreement called an insurance policy. Policy is a written-evidence from the insurance company to the insurance customer - containing that the customer has agreed to pay a premium for the services of the insurance company, while the insurance company has agreed to bear certain risks of the insurance customer. Based on this description, it can be interpreted that between insurance companies and insurance customers actually have an equal position in the insurance policy.

Observing the balance theory of contracts proposed by Joel Levin and Banks Mc. Dowell, it is stipulated that "A legally binding contract exists where an obligation has been voluntarily assumed, is reasonably fair to the party against whom it is enforced, is consistent with society's contractual expectations, and gives rise to no administrative difficulties barring enforcement".

However, the balance theory can only be applied in ideal circumstances, in which both customers and insurance companies have the ability to fulfill their respective obligations. It would even better if the insurance company has proper insurance claim management, which recognizes and pays premium claims legally and timely - while accurately evaluating claim reserves. In non-ideal circumstances - if the customer does not have the ability to pay premiums, the insurance company can impose penalties to freeze insurance benefits. However, if the insurance company fails to pay the benefits that should be received by the customer, the customer does not have many options, guarantees, and protection that their rights will be fulfilled. This situation shows that there is no equal position between the insurance company and the customer, which results in greater potential losses experienced by the customer.

To minimize the potential losses that can be experienced by customers, the government as a state institution can make several attempts to provide legal protection. As interpreted from Fitzgerald's theory of legal protection, the law aims to integrate and coordinate various interests in society - meaning, legal regulations are formed to regulate the behavioral relations between members of society to ensure their interests are harmonious. Indirectly, the state through law also provides certainty to the rights of individuals and groups of people.

Regarding insurance customers who experience default, the government through the Insurance Law should regulate certain actions that can be taken if the insurance company fails to fulfill its obligations to the premiums paid by customers.

The Insurance Law has actually regulated that when an insurance company is bankrupted or liquidated, the rights of customers have a higher priority than other parties for the distribution of its assets (Article 52 paragraph (1)). It is also regulated that if the insurance company is bankrupt or liquidated, insurance funds must be used first in fulfilling its liabilities to customers entitled to insurance benefits (Article 52 paragraph (2)). Despite the Insurance Law has regulated that customers are assured when the company is bankrupt or liquidated – the truth is that there are still customers whose rights are postponed for years when the insurance company defaults.

Indonesian AFS as an institution mandated by the Insurance Law to supervise the insurance customers by issuing regulations, conducting socialization, and providing consumer complaint services. The supervisory obligation itself is a form of Indonesian AFS's strategy to realize its vision and mission. Against Strategy number 5, it is stipulated that "Indonesian AFS improves the culture of governance and risk management in financial institutions. A culture of good governance and risk management must become the soul of activities in the financial sector. Therefore, Indonesia AFS will apply the principles of governance and risk management equally in all financial services institutions. Equally important is the development of a culture of integrity that requires strong leadership and character. Hence, in the future, Indonesian AFS will put extra emphasis on assessing this aspect during the fit and proper test process for the management of financial institutions". Based on this strategy, it can be concluded that Indonesian AFS in overcoming losses against risks that emerge in the future poses the same principles and management for all financial institutions, as well as the insurance sector.

This shows that Indonesia tries to adopt the concept of Economy Analysis of Law, namely by evaluating, estimating the nature, ability, or quality of an economically efficient legal product – thus, that legal products can be predicted to overcome the losses that may be faced.

In banking sector, Indonesian AFS established the Deposit Insurance Agency, namely Lembaga Penjamin Simpanan ("LPS") to detect and protect the interest of customers from bankruptcy losses. While both are under Indonesian AFS supervision and both collect funds from society – the insurance business does not have an LPP. This is a particular task for Indonesian AFS in terms of equalizing risk management in the institutions it supervises. As with LPS, the existence of LPP actually has a critical role and is needed to safeguard the interest of customers when insurance companies experience bankruptcy.

The legality of the LPP has been regulated in Article 53 paragraph (1) of the Insurance Law, which stipulates that insurance companies are required to organize a policy guarantee program. In Constitutional Court Decision Number 5/PUU-XVIII/2020, the Court invited Irvan Rahardjo, S.E., M.M. as an expert to enlighten the court regarding the existence of suretyship and surety bonds

requested by the applicant from the Indonesian General Insurance Association (“AAUI”) to be regulated precisely in the Insurance Law. The expert opined that the obligation of insurance companies as participants in the policy guarantee program is mandatory, as well as guaranty institutions required to have claims reserves and general reserves in accordance with Article 44 of the Insurance Law. Despite having realized the importance of regulating the policy guarantee program, the time period for regulating it has been regulated based on Article 53 paragraph (4) of the Insurance Law, which is no later than 3 years after the Insurance Law was enacted. As a matter of fact, 8 years since the Insurance Law was enacted, the regulation regarding the implementation of the policy guarantee program has not yet been issued. This indirectly becomes an obstacle to the establishment of the LPP. The above analysis indicates the existence of a legal norm vacuum – resulting erosion of the insurance customer rights.

Construction of Insurance Law in Providing Preventive Legal Protection to Insurance Customers in Default

Up to this point, Insurance Laws and Regulations in Indonesia still revolve around handling by Indonesian AFS, then ended up in courts as the decision-maker on any insurance disputes. It is about time that the Indonesian Government provides other options, particularly preventive ones, to prevent public from having a complicated, time-consuming, and costly judicial process.

Such efforts can be implemented by regulating the implementation of the policy guarantee program, especially the LPP – which will be involved in protecting and guaranteeing the rights of insurance customers. The regulation of the LPP can be formed by examining the regulation of the LPS, as both are two institutions that are proportional to be compared. Apart from both being institutions engaged in financial sector – both are institutions that collect funds from public and manage them to benefit public as well. Thus, the regulation of the LPP can be formed in such a way as to resemble Law Number 24 Year 2004 on the Deposit Insurance Agency (“LPS Law”).

As mandated by Article 53 paragraph (2) of the Insurance Law, provisions relating to LPP are regulated in the form of law – concerning the implementation of policy guarantee program. The participants of the policy guarantee program are every Insurance Company and Sharia Insurance Company as stipulated in Article 53 paragraph (1) of the Insurance Law. However, it is necessary to further regulate the membership requirements of the LPP in order to ensure the independence, transparency, professionalism, integrity, and accountability of the LPP members. As of now, the discussion on the standardization of insurance companies that will become members of the LPP must meet the risk-based capital (RBC) ratio, which currently has a minimum safe limit of 120%. However, since the standard is considered to discriminate against one insurance company – it has not been accepted by other insurance companies.

The general duties of LPP can be set approximately similar to LPS, which are formulating and stipulating policies for the implementation of policy guarantees, establishing policies in maintaining the stability of the insurance system, implementing policies for resolving defaults by insurers that have no systemic impact, and handling defaults by insurers with systemic impacts.

LPP in establishing policies for the execution of policy guarantees, not only prepares repressive actions when defaults occur. However, it emphasizes more on detecting indications of default, thus customers can prepare better to deal with the worst impacts that may arise.

The handling of the systemic impact of default must be carefully regulated – since it is one of the factors that determine the stability of a country's financial system. Financial imperfections in the form of asymmetric information, agency problems, and moral hazard can cause excessive risk-taking behavior, contagion risk, and procyclicality of financial intermediation. Hence, if one institution experiences a shock – it is very possible for the shock to simultaneously affect other institutions.

Generally, the establishment of LPP can provide protection and guarantee for the rights of insurance customers. Specifically, the benefits obtained are as follows.

1. Increasing public trust in the insurance industry;
2. Stabilizing premium income;
3. Recovering insurance claims handled in case any indication of default occurs;
4. LPP focuses on taking preventive and repressive actions to be taken by the insurance companies it supervises; and
5. The distribution of tasks will not be stacked on the Financial Services Authority.

CONCLUSIONS AND RECOMMENDATIONS

Based on the discussion described above, 2 (two) points of conclusion can be derived as follows.

1. The existence of preventive legal protection is very important in providing legal certainty – since the company can optimize the best efforts to return the customer funds, yet the losses suffered by customers can be minimized. Preventive legal protection is also a form of guarantee for the insurance customer who experience default's rights which is mandatory to be realized in reviewing the theory of balance in contract and the theory of legal protection. Although it has been regulated in Article 53 of the Insurance Law, namely by organizing a policy guarantee program. However, the regulations regarding the program have not been established yet – resulting in a legal norm vacuum that further weakens the position of customers in obtaining their rights when a default by an insurance company occurs. Despite being regulated in Article 53 of the Insurance Law namely by organizing a policy guarantee program – however, to date the regulations regarding the program have not been established, resulting in a legal norm vacuum that further weakens the position of customers in obtaining their rights in the context of default by insurance companies.
2. That the establishment of laws and regulations governing the policy guarantee program, including the establishment of the Policy Guarantee Corporation is urgent – as a form of preventive protection for insurance

customers. The construction of these regulations can be modelled on the regulation of the Deposit Insurance Agency in banking sector. The duties of LPP may later be regulated to form policies, maintain stability, and handling defaults by insurance companies. Thus, the fulfilment of insurance customer rights in case of an insurance default can be protected and guaranteed better

FURTHER STUDY

Analyze the influence of a policy guarantee program on market behavior, including its effects on competition, product innovation, and customer engagement in the insurance sector. This study can help anticipate potential unintended consequences and design mitigating measures.

REFERENCES

- Afifah, Tsalitsa Nur, and Januarita Ratna. "Mekanisme Perlindungan Hukum Bagi Nasabah Perusahaan Asuransi Yang Mengalami Gagal Bayar Dihubungkan Dengan Peraturan Perasuransian." *Bandung Conference Series: Law Studies* 2, no. 1 (2022): 500–505.
- Agustin, Aria Sri. "Tinjauan Yuridis Pembentukan Lembaga Penjaminan Polis Asuransi Di Indonesia." Skripsi, Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2020.
- Aprilia, Zefanya. "Cerita Di Balik 3 Kasus Asuransi Besar Yang Gantung." *CNBC Indonesia*, January 7, 2023. <https://www.cnbcindonesia.com/market/20230117103458-17-406027/cerita-di-balik-3-kasus-asuransi-besar-yang-gantung>.
- Ashari, Hasan, and Trinandari Prasetyo Nugrahanti. "Pencatatan Provisi Pada Otoritas Penjamin Simpanan (Studi Pada Lembaga Penjamin Simpanan Di Indonesia)." *Jurnal Revenue* 2, no. 1 (2021): 1–14.
- Ayomi, Sri, and Bambang Hermanto. "Mengukur Risiko Sistemik Dan Keterkaitan Finansial Perbankan Di Indonesia." *Buletin Ekonomi Moneter Dan Perbankan*, (2013): 103-125.
- Fatari, Ananda. "Perlindungan Hukum Nasabah Pasca Pencabutan Izin Usaha Perusahaan Asuransi Recapital Oleh Otoritas Jasa Keuangan." Skripsi, Universitas Muhammadiyah Sumatera Utara, 2022.
- Fuady, Munir. *Perbandingan Hukum Perdata*. Bandung: PT. Citra Aditya Bakti, 2005.
- Hazhin, Utiyafina Mardhati, and Marchety Riwani Diaz. "Efektivitas Bentuk Perlindungan Hukum Terhadap Pemegang Polis Asuransi Jiwa Kresna Pasca Putusan Kasasi." *Negara Hukum* 13, no. 2 (2022): 209–26.
- Indonesia, Asosiasi Asuransi Jiwa. "Konsisten Meningkatkan, Industri Asuransi Jiwa Berikan Perlindungan Untuk 87 Juta Tertanggung." *Asosiasi Asuransi Jiwa Indonesia*, May 24, 2023. <https://aaji.or.id/file/uploads/content/file/Final%20Siaran%20Pers%20Kinerja%20Industri%20Asuransi%20Jiwa%20Q1%202023%20.pdf>.
- Indonesia, Asosiasi Asuransi Jiwa. "Konsisten Meningkatkan, Industri Asuransi Jiwa Berikan Perlindungan Untuk 87 Juta Tertanggung." *Asosiasi Asuransi Jiwa Indonesia*, May 24, 2023.

- <https://aaji.or.id/file/uploads/content/file/Final%20Siaran%20Pers%20Kinerja%20Industri%20Asuransi%20Jiwa%20Q1%202023%20.pdf>.
- Keuangan, Badan Pemeriksa. "Kerugian Negara Kasus Jiwasraya Rp 16,81 Triliun." Badan Pemeriksa Keuangan, March 9, 2020. https://www.bpk.go.id/assets/files/attachments/attach_post_1583807718.pdf.
- Keuangan, Badan Pemeriksa. "Kerugian Negara Kasus Jiwasraya Rp 16,81 Triliun." Badan Pemeriksa Keuangan, March 9, 2020. https://www.bpk.go.id/assets/files/attachments/attach_post_1583807718.pdf.
- Keuangan, Otoritas Jasa. "FAQ Otoritas Jasa Keuangan." Otoritas Jasa Keuangan. Accessed June 5, 2023. <https://www.ojk.go.id/id/Pages/FAQ-Otoritas-Jasa-Keuangan.aspx>.
- Larisa, Evania, Yoan Nursari Simanjuntak, and Yusrambono. "Perlindungan Hukum Nasabah PT Asuransi Jiwa Kresna Atas Gagal Bayar Ditinjau Dari Undang-Undang Nomor 21 Tahun 2011 Tentang Otoritas Jasa Keuangan." *Al Qodiri Jurnal Pendidikan, Sosial Dan Keagamaan* 21, no. 1 (2023): 11–23.
- Levin, Joel, and Banks McDowell. "Striking the Balance in Contract History." *Law Journals*, 1992, 19–31.
- Lutfi, Muhammad Fauzi Rais, and Rosewitha Irawaty. "Analisis Perlindungan Hukum Investor Terhadap Perusahaan Investasi Dalam Hal Gagal Bayar (Default)." *Jurnal Education and Development* 10, no. 3 (2022): 318–25.
- Maharani, Citra Hafshah, and Arief Suryono. "Perlindungan Hukum Oleh Otoritas Jasa Keuangan (OJK) Terhadap Pemegang Polis Yang Berkedudukan Sebagai Konsumen Asuransi." *Private Law* 9, no. 2 (2021): 441–49.
- Mugiri, Endang, Rachmawati, and Aktris Nuryanti. "Perlindungan Hukum Pemegang Polis Dalam Pelaksanaan Pembaharuan Perjanjian Asuransi Pada Kasus Gagal Bayar PT Jiwasraya Pontianak." *Tanjungpura Acta Borneo Journal* 1, no. 1 (2022): 1–22.
- Paendong, Henky K.V. "Perlindungan Pemegang Polis Pada Asuransi Jiwa Di Kaitkan Dengan Nilai Investasi" 1, no. 6 (2013): 1–14.
- Palyama, Stefany. "PERLINDUNGAN HUKUM PEMEGANG POLIS ASURANSI JIWA DI INDONESIA (STUDI KASUS PT. ASURANSI JIWASRAYA)." *Jurnal Hukum Dan Etika Kesehatan* 2, no. 1 (2022): 84–94. <https://doi.org/10.30649/jhek.v2i1.48>.
- Pratama, Adyan Agit, Bambang Eko Turisno, and Suradi. "Perlindungan Hukum Bagi Konsumen Terhadap Perjanjian Perpanjangan Asuransi Melalui Telemarketing." *Diponegoro Law Journal* 6, no. 1 (2017): 1–21.
- Raharjo, Satjipto. *Ilmu Hukum*. Bandung: PT. Citra Aditya Bakti, 2000.
- Rambe, Soraya Hafidzah, and Paramitha Sekarayu. "Perlindungan Hukum Nasabah Atas Gagal Klaim Asuransi Akibat Ketidaktransparanan Informasi Polis Asuransi." *Jurnal USM Law Review* 5, no. 1 (2022): 93–109.

- Saraswati, Ida Ayu Agung, Marwanto, and A.A. Gede Agung Dharmakusuma. "Kedudukan Hukum Pemegang Polis Pada Perusahaan Asuransi Yang Dinyatakan Pailit." *Journal Ilmu Hukum* 7, no. 7 (2019): 1-14.
- Saraswati, Putu Sekarwangi, and I Wayan Wisadnya. "Perlindungan Hukum Terhadap Nasabah Asuransi Pada Perjanjian Asuransi Kesehatan Di PT Asuransi Reliance Indonesia." *Jurnal Ilmiah Raad Kertha* 4, no. 2 (2021): 93-103.
- Sewu, Pan Lindawaty Suherman. "Legal Protection of Insurance Policyholders in Case of Default of Insurance Companies in Indonesia." *Journal of Southwest Jiaotong University* 58, no. 2 (2023): 473-86.
- Soekanto, Soerjono, and Sri Mamudji. *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada, 2013.
- Sonata, Depri Liber. "Metode Penelitian Hukum Normatif Dan Empiris: Karakteristik Khas Dari Metode Meneliti Hukum." *Fiat Justisia Jurnal Ilmu Hukum* 8, no. 1 (2014): 15-35.
- Sutedi, Adrian. *Aspek Hukum Otoritas Jasa Keuangan*. Jakarta: Raih Asa Sukses, 2014.
- Sutrisno, Budi, I Gusti Agung Wisudawan, and Diman Ade Mulada. "Optimasi Pengawasan Oleh Otoritas Jasa Keuangan Pada Bisnis Asuransi Di Indonesia." *Jurnal Sosial Sains Dan Teknologi* 3, no. 1 (2023): 7-14.
- Undang-Undang Republik Indonesia Nomor 40 Tahun 2014 tentang Perasuransian.
- Wareza, Monica. "Astaga! Nasabah Sebut Gagal Bayar Kresna Life Capai Rp 6,4 T." *CNBC Indonesia*, August 25, 2020. <https://www.cnbcindonesia.com/market/20200825164145-17-181908/astaga-nasabah-sebut-gagal-bayar-kresna-life-capai-rp-64-t>.
- Yusuf, Tajudeen Olalekan, Sunday Stephen Ajemunigbohun, and Gbenga Noah Alli. "A Critical Review of Insurance Claims Management: A Study of Selected Insurance Companies in Nigeria." *SPOUDAI Journal of Economics and Business* 67, no. 2 (2017): 69-84.