



Juridical analysis of implementation of insurance policy claims marine cargo at PT asuransi jasa Indonesia Surakarta branch

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Abstract

The possibility of an accident or loss of goods in the transportation of goods at sea can be avoided by a person or company that sends the goods by transferring or delegating the risk that may arise, to another party or other business entity, namely an insurance company as a guarantee of the security and safety of goods. PT Asuransi Jasa Indonesia Surakarta branch is one of the underwriting companies that can transfer or transfer risks that may arise as a result of Sea Cargo activities, with sea routes which have a high chance of occurrence of sea hazards (sea perils). Based on these, The topic of the problem is an Analysis of Marine Cargo Insurance Policy Based on the applicable Laws and Regulations and Implementation of Marine Cargo Insurance Claims at PT Asuransi Jasa Indonesia Surakarta branch. The research method used in this article is included in the normative legal research method. Normative legal research is a step to find a rule of law, legal principles, and legal doctrines in order to answer the legal issues faced. The approach method used in the preparation of this article is normative juridical research (normative legal research method). Based on the results of the study, it can be concluded that the analysis of the content of the policy as described in the discussion concludes that the substance of the PT Asuransi Jasa Indonesia policy is in accordance with the prevailing laws and regulations in Indonesia. Implementation of Insurance Claims is carried out in accordance with the contents of the insurance policy that has been agreed and signed by the insurer and the insured.

Keywords: freight, insurance policy, marine cargo, marine cargo insurance claim

Introduction

Mobility of Goods is an integral part of the overall development growth process. Not only human mobility, the mobility of goods is also very influential on the rotation of the community's economy. In the Era of Globalization with all advances including technological advances, people prefer and choose things that are easy and practical. Especially in terms of sending goods or receiving goods from different regions.

Indonesia is an archipelago country which has a structure of islands that are widely distributed in the number of thousands of small islands and large islands with long coastlines^[1]. To facilitate the mobility of goods and the mobility of people from one land area to another, people need a means of transportation. One of the transportation sectors that is influential and becomes a mainstay in Indonesia in order to connect one region to another in the activities of promoting the national economy and trade is transported by sea^[2].

In transportation by sea, it is very likely that there will be sea hazards (sea perils). One of the marine hazards that can be detrimental is accidents at sea. For example, a ship that is a means of transporting goods with a possible risk of damage or loss caused by sea hazards^[3]. Transportation by sea must be based on appropriate calculations and considerations, both in terms of economic affordability and in terms of security and safety. Basically, in transportation, there are marine cargo companies, what is meant by Sea Cargo, namely companies that provide business services for shipping goods. In the process of transporting goods to their destination, Arriving at their destination means the process of moving from one place to another as a destination,

running smoothly without obstacles and congestion and according to the planned time.

By looking at the dangers of sea transportation, in order to avoid the possibility of an accident or loss of goods, a person or company that sends the goods can transfer or delegate the risks that may arise, to other parties or other business entities, namely the Insurance Company as a guarantee of the security and safety of the goods^[4]. Thus, if something happens that interferes with the security and safety of the goods, the insurance company is obliged to bear all losses suffered by the goods being transported^[5].

Insurance companies exist as a way out to anticipate losses by being willing to bear goods in the process of transportation from the port to the destination. The purpose of the most basic insurance is as a service that guarantees protection from risks that may be suffered by one party by transferring the risk that threatens his property or life^[6]. Insurance is also useful to at least minimize losses that may be suffered by the insured as guarantor^[7]. Regulations regarding insurance are contained in the commercial law code of conduct and outside the commercial law. Insurance is a willingness to determine small losses that are certain to be used as a substitute for uncertain losses. According to Law no. 40 of 2014, Insurance is an agreement between two parties, namely the insurance company and the policy holder which is the basis for receiving premiums from the insurance company as a reward. Policy is a letter of agreement between the insured and the insurer / insurance company^[8].

Marine carriage insurance is insurance relating to interests at sea. The insurer binds himself as a company that provides insurance services as a guarantee for the safety of the goods

and the insured binds himself to pay insurance costs as collateral for the goods. The insurer and the insured form an insurance agreement. An insurance agreement is an act whose results regarding the profit and loss for the party depend on an uncertain event ^[9].

This research was made with the formulation of the problem as follows: (1) Knowing the Analysis of Marine Cargo Insurance Policy at PT Asuransi Jasa Indonesia Surakarta branch based on the applicable laws and regulations. (2) Knowing How to Implement Marine Cargo Insurance Policy Claims at PT Asuransi Jasa Indonesia Surakarta branch ?.

Method

The research method is a way to obtain complete and scientifically accountable data so that the objectives of the research itself can be achieved, by using scientific methods and using systematics in accordance with applicable guidelines or rules in the process of making a scientific work ^[10]. This article belongs to the type of normative research. Normative legal research is a step to find a rule of law, legal principles, and legal doctrines in order to answer the legal issues faced. The approach method used in the preparation of this article is normative juridical research (normative legal research method). The normative juridical research method is a legal research library conducted by examining library materials or secondary data. Normative legal research has a tendency to image law as a prescriptive discipline which only sees law from the point of view of its norms, which of course are prescriptive ^[11].

Results and Discussion

Analysis of Marine Cargo Insurance Policy at PT Asuransi Jasa Indonesia, Surakarta branch based on the applicable laws and regulations

The Law of the Republic of Indonesia Number 40 of 2014 concerning Insurance, states that the meaning of insurance is explained in chapter 1 of article 1, namely "Insurance is an agreement between two parties, namely the insurance company and the policy holder, which is the basis for receiving premiums from the insurance company in return for:

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

Insurance Policy according to Article 1 number 6 of the Regulation of the Financial Services Authority Number 23/POJK/2015 of 2015 concerning Insurance Products and Product Marketing, *Insurance policy is a deed of insurance agreement or other documents that are equivalent to a deed of insurance agreement, as well as other documents which are an integral part of the insurance agreement, which are made in writing and contain an agreement between the insurance company and the policy holder.* The Insurance Policy contains Regulations regarding the implementation contained in PT Asuransi Jasa Indonesia Surakarta branch in the policy contains rules that expressly state that Insurance arises because of an agreement between the insurer and the

insured. In this case it is stated in the insurance policy which reads "We hereby as the insurer, agree, by receiving insurance premiums from the insured, and the insured to compensate for the loss in accordance with the best insurance policy."

The insurance policy does not provide a specific explanation regarding the subject of insurance, but it can be explained that the subject of insurance is the insurer and the insured, where the rights and obligations of the insurer and the insured are stated in the insurance policy. The insurer is a legal entity which of course is capable of making an agreement. Meanwhile, the insured is a legal subject whose skills are regulated by 330 of the Criminal Code. Certain objects in this insurance are goods, where in the policy the object of insurance is the insured goods which are written in the form and type of goods.

A cause that is not prohibited or causes that is lawful means that the contents of the insurance agreement (policy) are not prohibited by law, do not conflict with public order and do not conflict with decency ^[12]. Based on the lawful cause, the goal to be achieved by the insured and the insurer is the transfer of risk to the object of insurance which is balances with premium payments ^[13]. In the contents of the policy above in accordance with article 1320 of the Criminal Code which regulates the conditions for a valid agreement, article 1320 of the Criminal Code reads as follows "In order for a valid agreement to occur, it is necessary to fulfill four conditions (Terms of Validity of the Agreement);

1. Their agreement which binds him
2. The ability to make an engagement
3. A particular subject
4. A cause that is not forbidden

Based on the description above, it can be seen that there is a match between the insurance policy and Article 1320 of the Criminal Code.

The Insurance Policy contains provisions in several articles in the Commercial Code, including the agreement to carry out insurance, in the insurance policy which explains agreement between the insurer and the insured. In the agreement, the insurer and the insured bind themselves to the insurer. This is stated in the Summary of Marine Freight Policy at PT Asuransi Jasa Indonesia. "We hereby as the insurer, agree, by receiving insurance premiums from the insured, and the insured to compensate for the loss in accordance with the best insurance policy."

The contents of the policy above are in accordance with article 246 of the KUHD which reads "Insurance or coverage is an agreement, where the insurer binds himself to the insured by obtaining a premium, to provide him with compensation due to a loss, damage, or not getting the expected profit, which may will be suffered because of an uncertain event." Based on the description above, it can be seen that there is a match between the insurance policy and Article 246 of the KUHD.

Furthermore, the Insurance Policy also contains other regulatory regulations in the article in the Commercial Code, namely regarding the principle of indemnity contained in the policy which reads as follows: *For all losses, the Insurer is only responsible for the actual value between the sum insured and the value of the goods if the insured is not the full value and the insured goods, in accordance with the provisions in Article 253 The Commercial Code"*

The contents of the policy above are in accordance with article 253 of the KUHD which regulates the principle of indemnity, the principle of indemnity is the main principle in insurance, especially loss insurance [13]. The principle of indemnity in coverage, which reads "In an insurance company for certain objects, a maximum must not be specified in the deed, which cannot be exceeded in order to insure that it has been submitted to the decision of the management, with or without the same object, except for the shareholders in the deed. With the commissioner's express agreement." Based on the description above, it can be seen that there is a conformity between the insurance policy and Article 253 of the KUHD. Based on the description above, there is a match between the insurance policy and Article 283 of the KUHD

The Insurance Policy also contains the Regulation of the Financial Services Authority Regulation Number 23 /Pojk.05/2015 concerning Insurance Products and Insurance Product Marketing. Namely, regarding dispute resolution, it must contain dispute resolution, namely outside the court and through the court, it is regulated in an insurance policy which reads.

- a. If there is a dispute between the Insurer and the Insured, then both parties agree to try to resolve each dispute by deliberation and consensus
- b. Matters that cannot be resolved in the manner as referred to in point 1 above will be submitted through Arbitration to three separate interpreters whose decisions are decisive and binding.
- c. A party wishing to submit a case to arbitration must notify its intention clearly written to another third party. The separator is appointed by both parties by deliberation. If within 30 days from the date of the written notification, both parties cannot reach an agreement regarding the selection of the three separators, the party with the more interest may submit it to the Chairperson.
- d. Matters that cannot be resolved by means of arbitration will be submitted to the competent judge in Jakarta at the first instance."

The contents of the policy above are in accordance with Article 18 paragraph (1) Pojk Number 23 /Pojk.05/2015 Regarding Insurance Products and Marketing of Insurance Products which reads "The provisions in the Insurance Policy governing dispute resolution must contain dispute resolution, namely out of court and through court." Based on the description above, it can be seen that there is a match between the insurance policy and Article 18 paragraph (1) Pojk Number 23 /Pojk.05/2015 Regarding Insurance Products and Marketing of Insurance Products

Implementation of Marine Cargo Insurance Policy Claims at PT Asuransi Jasa Indonesia Surakarta branch

The implementation of an insurance claim is a claim for compensation aimed at the insured to the insurer for the loss suffered [14].

The claim process arises because it is influenced by marine hazards that can cause events. Marine hazards or often referred to as sea perils are hazards that may occur at any time during transportation and shipping and threaten the process of transportation and shipping carried out. To compensate for the losses suffered by the insured, PT.

Asuransi Jasa Indonesia (Jasindo) does the claim process first. The conditions carried out by PT. Asuransi Jasa Indonesia (Jasindo) is in the process of implementing claims for the transportation of goods at sea, namely:

1. The Insured Reports the Claim that you want to apply for.
2. Claim Research, the Insurance Company conducts research on the Claim requested
3. Initial Report of Losses made by the insurance branch office to the Head Office.
4. Preliminary Survey, conducting field surveys and making preliminary reports.
5. Preliminary Analysis, Making Preliminary analysis of claims based on data and research results of claim validity
6. Temporary Loss Report (LKS) and Preliminary Loss Advice (PLA)
7. Collecting complete, valid, accurate and accountable claim document data
8. Submission of claims to the head office by claim division must be accompanied by a report/analysis of claims as well as the branch office's opinion which is made carefully, accurately, precisely and can be justified and attaches complete, valid, accurate and accountable documents
9. Claim Decision, The claim decision is issued by the Head Office regarding the decision on the claim submitted
10. Create a Claim Settlement Report (LPK) and Definite Loss Advice (DLA)

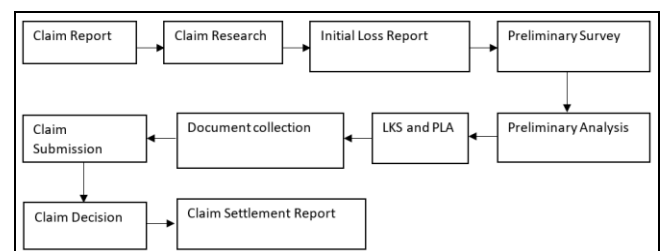


Fig 1: Implementation of Marine Cargo Insurance Claims at PT Asuransi Jasa Indonesia

General risks that are not covered or the exclusion of coverage by PT. Asuransi Jasa Indonesia is as follows:

1. Errors/omissions or actions of the Insured himself, the sender or the recipient of the goods
2. Acts of violence include robbery, looting, war piracy regardless of the countries where the war took place, detention, arrest, confiscation on orders from superior officials.
3. use of authority legally or illegally.
4. Labor strikes and prevention of entry to work.
5. Seizure of property, riots, riots and civil wars,
6. Loss in whole or in part and damage caused directly by the poor quality of the goods themselves, spoilage by themselves or the nature of the goods themselves or their packaging.
7. Losses, in whole or in part and damage due to delay.
8. Losses, in whole or in part and losses as a result of theft, except as stated in sub II point 1 above.
9. Loss, either in whole or in part and damage caused by breaking, leaking, melting, or cannot be found or loss in the form of the reduced weight of goods, except as a result of the catastrophe mentioned in sub IL point 1

- above.
10. Losses, in whole or in part and damage due to extreme weather.
 11. Loss, either in whole or in part and damage due to rusting, unless the rusting is caused by an insured disaster
 12. Losses, in whole or in part and damage caused by the shaking of the means of transportation, except as a result of a disaster
 13. Reduction in value of goods as a result of damage
 - a. packing or wrapping
 - b. capsules, corks and etiquette
 Since the reduction in the value of the goods is not a reduction in the value of the objects referred to in sub a and b themselves
 14. Damage to goods which at the time of commencement of transportation are not in good condition unless this condition is stated in the policy.

Conclusion

According to the analysis of the content of the policy as described in the discussion, the conclusion is that the substance of the PT Asuransi Jasa Indonesia policy is in accordance with the prevailing laws and regulations in Indonesia.

The implementation of an insurance claim is carried out if the insured and the insurer have an insurance agreement relationship. If within the specified time an event occurs which has been regulated in the policy, the insured can submit an insurance claim to the insurer. To continue the process of submitting an insurance claim by the insured who suffers a loss, then PT. Asuransi Jasa Indonesia (Jasindo) does the claim process first. The conditions carried out by PT. Asuransi Jasa Indonesia (Jasindo) is in the process of implementing a claim for the transportation of goods at sea.

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