Journal of Legal and Cultural Analytics (JLCA)
Vol. 4, No. 1, 2025 : 87 - 98

Legal Protection of Consumers (Heirs) for Rejection of Life Insurance Claims (Case Study of Supreme Court Decision No. 241 PK/Pdt/2011)

Edgar Thomas Butar-butar[1*], Janpatar Simamora[2], Ria Juliana Siregar[3]
Fakultas Hukum, Universitas HKBP Nommensen, Medan
Corresponding Author: Edgar Thomas Butar-butar
edgarthomas.butarbutar@student.uhn.ac.id

ARTICLEINFO
Keywords: Life Insurance, Claims, Consumer Protection, Insurance Company Obligations

Received : 16 December 2024
Revised : 03 January 2025
Accepted: 06 February 2025

ABSTRACT
Life insurance is an agreement that binds the insurer and the insured to provide protection against risks that may occur, such as death. This study discussthe procedure for claiming life insurance and legal protection for consumers, especially heirs, in the context of Supreme Court Decision No. 241 PK/Pdt/2011. In the case, the claim filed by the heirs was rejected by PT. Sequis Life Insurance for reason that are considered invalid. This writing uses the normative juridical resaerch method, which is research conducted by researching literature and legal materials thar require secondary data as the main data. **The** study highlights the importance of a systematic claim procedure, which includes the collection of documents and the stages that must be followed. In addition, consumer legal protection is regulated in the Consumer Protection Act, which supports the rights of policyholders. The conclusion of the study shows that the rejection of claims that do not meet legal obligations can be detrimental to consumers, anf insurance companies must be in good faith and comply with applicable regulations to protect customer rights.

DOI : https://doi.org/10.55927/jlca.v4i1.13651
ISSN-E: 2961-807X
https://journal.formosapublisher.org/index.php/jlca

INTRODUCTION

Insurance is an agreement in which an insurer binds itself to a policyholder, by receiving a premium, to provide compensation for losses, damages, or loss of expected profits that may be incurred due to an uncertain event, as regulated in Article 246 of the Indonesian Commercial Code (KUHD). The concept of insurance has evolved in various scholarly writings, including Radiks Purba's book "*Understanding Insurance in Indonesia.*" In this book, insurance is defined as an agreement in which the insurer binds itself to the insured by receiving a premium to compensate for losses or the absence of expected benefits due to an unforeseen event.

The term *insurance* originates from the Dutch word *versekering* and the English *insurance*, meaning a contractual agreement between the insured and the insurer. Simply put, insurance is a legal relationship between an insurance company and an individual or legal entity (policyholder) to mitigate potential future losses or risks. Insurance serves as a means of protection for policyholders, ensuring compensation in case of an insured event.

In insurance, the main issue revolves around *risk*, and the object of insurance is either goods or individuals covered under the insurance policy. According to the Indonesian Dictionary (KBBI), risk refers to an unfavorable or harmful situation. In practice, risk is often associated with uncertainty of loss (*uncertainty of loss*) and hazards (*perils*) in the insurance industry. Previous studies define risk as an uncertain condition that involves danger, consequences, or potential outcomes arising from an ongoing or future event.

According to H. Gunanto, risks in insurance are classified into two types:

1. **Pure Risk** – A risk that only results in potential loss.
2. **Speculative Risk** – A risk that can either result in a profit or a loss.

Insurance has existed in Indonesia since 1843, during the Dutch colonial era. Over time, the insurance sector developed, and Indonesia established its own insurance companies in the 1980s. In the life insurance sector, the government nationalized life insurance companies, leading to the establishment of *Nederlandsche Indische Leverzakring en Lijvrente Maaitschappij (NILLMIJ)* in 1859.

The various types of insurance include life insurance, general insurance, and sharia insurance, as regulated under Law No. 40 of 2014 on Insurance. Life insurance provides risk coverage for policyholders, the insured, or entitled third parties in case of death or survival of the insured. The key parties involved in life insurance are the policyholder, the insured, the beneficiary, and the insurer.

- **Policyholder**: The party that enters into an agreement with the insurer, as stipulated in Article 255 of the Commercial Code (KUHD), which requires insurance agreements to be documented in a written policy. The *policy* is a legal document outlining the insurance agreement.
- **The Insured**: The individual whose risk is covered under the life insurance policy.
- **Beneficiary**: The person designated by the policyholder to receive insurance benefits.

- **Insurer**: The insurance company responsible for assuming the risk associated with the insured.

Disputes often arise between insurers and policyholders due to imbalances in bargaining power. This is primarily due to the implementation of standard form contracts (*adhesion contracts*), which limit the legal protection available to policyholders. Consequently, there is a need for stronger legal protections for consumers, as policyholders frequently face rights violations by insurance companies. Many insurers still use standard clauses that are unfair to consumers.

A study of 17 life insurance and general insurance policies revealed significant disparities in policyholder knowledge and contract implementation. Thus, consumer protection is necessary to ensure legal certainty. Consumer protection, as defined in Article 1(1) of Law No. 8 of 1999 on Consumer Protection, includes all efforts to provide legal certainty and protection for consumers. Additionally, *consumer protection law* consists of principles and regulations that safeguard consumer interests and ensure security in transactions. Article 1(2) of the same law defines consumers as individuals or entities using goods or services for personal, family, or other non-commercial purposes.

Based on this legal framework, insurance policyholders qualify as consumers. Life insurance policyholders purchase insurance services to mitigate potential future risks for themselves or their families. Therefore, consumer protection law plays a crucial role in strengthening and safeguarding policyholders in insurance transactions.

Life Insurance Claim Disputes

Life insurance claims are a critical aspect of insurance policies, representing the primary purpose of insurance agreements. An *insurance claim* refers to an official request by the policyholder or beneficiary to receive payment based on the policy terms. In the context of life insurance, a *death claim* is the process of claiming benefits upon the insured's death, provided that all administrative and legal requirements are met.

The Supreme Court Decision No. 241 PK/Pdt/2011 concerns a dispute over a death claim. In this case, the beneficiary, **Evi Margaretha Sinaga**, filed a claim for the life insurance benefits of the deceased insured, **Harris Ependi Sitorus**, with **PT. Asuransi Jiwa Sequis Life**. However, the insurer rejected the claim, arguing that the insured had provided false information, thereby rendering the insurance contract void after the insured's death.

In this case, the insurance company violated the policyholder’s rights by withholding the original insurance policy, which should have been in the possession of the policyholder. Additionally, the insurer failed to fully pay the claim benefits as stipulated in the insurance policy. This case is one of many similar life insurance claim rejections in Indonesia.

Various regulations govern this issue, including the Commercial Code (KUHD), Law No. 40 of 2011 on Insurance, Financial Services Authority Regulations (POJK), and the Consumer Protection Law. Given these legal provisions, the researcher aims to conduct a study, presented in the form of a thesis entitled: Legal Protection for Consumers Against Rejection of Life Insurance Claims (Case Study of Supreme Court Decision No. 241 PK/Pdt/2011

LITERATURE REVIEW

Consumer protection according to Law No. 8/1999 on Consumer Protection is any effort that guarantees legal certainty to provide protection to consumers. The consumer protection law based on previous research by Az. Nasution states that consumer protection law is part of consumer law, which includes the basics that regulate and/or provide protection for consumer interests.

A claim is the desire to achieve a benefit through a specified agreement. According to the Indonesian Dictionary (KBBI), a claim is a demand for recognition of a fact that someone is entitled to something. According to Artanto, an insurance claim is a right or benefit requested from the insurance company through an agreement or service that was previously agreed upon or through the insurance policy.

An heir, according to previous research by Indah Sari, is classified into two categories according to the law: 1) *Abintestato* heir, which is an heir without a will, and 2) heir based on a will. Meanwhile, an insurance heir, according to Suprima, is an individual determined by the policyholder in the insurance policy, an agreement agreed upon by the insurance company and the policyholder.

METHODOLOGY

1. Scope of Research

According to Erwin Pollak, as quoted by Soejono and Abdurrahman, legal research is research conducted to find concrete legal solutions for resolving specific cases. The scope of this research includes examining the problem formulation, the proper procedure in the life insurance claims process, and the legal protection of insurance customers regarding the withholding of original policy documents as proof by the insurance company.

2. Type of Research

The type of research used in this journal is normative legal research. Normative legal research involves studying literature and laws that require secondary data as the primary data. Secondary data refers to sources of data that are obtained indirectly through intermediary media, where the researcher acts as the second party, not obtaining it directly. The materials are organized systematically.

3. Research Method

To obtain data for this thesis, the researcher uses a library research technique, applying three research methods, namely: a. Case approach, which involves analyzing legal cases or issues found in the Supreme Court Decision No. 241 PK/Pdt/2011. b. Legislative approach, which involves reviewing the Commercial Code (KUHD), Law No. 40 of 2011 on Insurance, and Law No. 8/1999 on Consumer Protection. c. Conceptual approach, which draws from views and doctrines developed in legal studies, allowing the researcher to generate ideas, definitions, concepts, and legal principles related to the research problem.

4. Data Sources

According to Arikunto, a data source is the subject from which data can be obtained. In other words, a data source is the information needed to answer the research questions. To conduct this research, the author must select data sources that will provide answers to the research problems. The types of data sources used by the author are as follows: a. **Primary legal materials** Primary legal materials used by the researcher include the Supreme Court Decision No. 241 PK/Pdt/2011, Law No. 40/2011 on Insurance, KUHD, and Law No. 8/1999 on Consumer Protection. b. **Secondary legal materials** Secondary legal materials used by the researcher include literature such as journals related to the research, books, scientific works, legal theories, expert opinions, and research results. c. **Tertiary legal materials** Tertiary legal materials are those that explain secondary materials cited from the internet, KBBI, legal dictionaries, and journals.

RESULTS AND DISCUSSION

1. Life Insurance Claim Procedure

The term "procedure" according to KBBI is widely defined, but the most accurate definition in this context is the step-by-step method used to solve a problem. According to Cole, translated by Badriwan (2003), procedures are a sequence of clerical tasks, usually involving several people in one or more departments, designed to ensure uniform treatment of company transactions. Procedures are often understood as systematic activities, steps, or decisions, carried out in stages with the aim of achieving a desired outcome such as a product or benefit. Based on the explanation above, the author interprets the concept of procedure in a simpler way to align with the discussion: a procedure is a series of steps taken by the parties involved in the insurance claim process between the insurance company and the insured party.

A claim is the desire to obtain a benefit through a predetermined agreement. According to KBBI, a claim is a demand for recognition of a fact that someone is entitled to something. More specifically, an insurance claim refers to the right or benefit requested from the insurance company through an agreement or service previously agreed upon or through the insurance policy. Based on the explanation of procedures and claims above, it can be concluded that the insurance claim procedure is a series of steps that must be followed to request or claim a benefit from the insurance company based on a previously agreed-upon agreement or insurance policy.

The insurance claim procedure involves mandatory steps to file a claim for coverage on risks faced by the insured, as agreed upon and stipulated in the policy or agreement when the insurance contract was made between the participant and the insurance company. In this research, the author refers to the case discussed in Supreme Court Decision No. 241 PK/Pdt/2011, where it is explained that the insurance company involved is Sequis Life, and the individual filing the life insurance claim is Evi Margaretha Sinaga, the beneficiary according to the policy.

Every company typically has similar procedures and terms for life insurance claims. Sequis Life, for instance, has specific procedures for life insurance claims, which include the following conditions:

- The claimant must be an heir designated in the policy.
- The heir must be at least 18 years old. If the heir is underage, the claim can be filed by the surviving parent. If both parents are deceased, a request for guardianship from the district court may be necessary. However, if the parents are divorced, the guardian (parent) who has legal custody of the child can file the claim.
- If the heir has passed away and no replacement heir was designated with the insurance company, the legal heirs, as stipulated by law, are entitled to receive the benefit. The new policyholder (such as the spouse, parent, or child) can take over the policy by submitting a statement letter, and if multiple parties are entitled, all must sign the statement acknowledging the transfer of the policyholder.

The general procedure for submitting an insurance claim follows several stages:

1. The event occurs and causes a loss to the insured object, and the insured must notify the insurance company about the incident (via phone, text, etc.).
2. The insurance company will request a written statement from the insured regarding the loss.
3. The insured is required to provide all necessary documents for the claims process.
4. The insurance company will conduct a survey on the insured object to determine if the claim is acceptable.
5. The insurance company will determine the value of the loss and provide compensation to the insured.

As for the life insurance claim stages at Sequis Life, based on information from their website, the steps are as follows:

1. **Death Certificate of the Insured**: The heir will receive a death certificate from the hospital or local authorities after the insured's death. This document is required by the insurance company to validate the claim before the death benefit is paid out.
2. **Contact the Insurance Company**: Immediately contact the insurance company, which typically has a claims department to provide information on the claim process and necessary documents.
3. **Prepare Required Documents**: The heir must prepare documents such as a copy of the heir's identification, death certificate, police certificate (if death was due to an accident), and other required documents. Additional documentation such as hospital reports may be needed.

4. **Fill Out the Claim Form**: The insurance company will send a claim form that the heir must complete, sign, and return to the insurance company.
5. **Attach Supporting Documents**: Along with the claim form, the following documents are needed:
   - Death certificate of the policyholder (valid copy from authorized authorities).
   - Proof of identity (such as an ID card or passport).
   - A valid copy of the life insurance policy.
6. **Submit the Claim**: After completing the claim form and collecting the required documents, submit them to the insurance company.
7. **Wait for Insurance Verification**: After submitting the necessary documents, the heir only needs to wait for the insurance company's verification process. If the documents are complete and the requirements are met, the claim will be processed. Claims may be rejected if the documentation is incomplete, the policy has lapsed, the death was caused by criminal or intentional acts, or due to other factors.

According to previous research, several stages are involved in the insurance claims process:

1. **Notification**: The claim notification is made within 7, 14, or 30 days, as stipulated in the policy agreement, and must be submitted in writing to the insurance company (oral report accompanied by a written notification).
2. **Investigation (Fact-finding survey at the scene)**: Documents are required for proof in order to determine the loss value and designate the loss assessment service company (an estimate of the claim value is necessary).
3. **Submission or Collection**: The insured or beneficiary, as listed in the policy, submits the required supporting documents to the insurance company, which will validate the data according to the applicable policy and ensure completeness of required information.
4. **Legal Protection of Consumers (Heirs) in Life Insurance Claims**

An heir, according to the Civil Code (KUHPerdata), is a person related by blood or marriage to the deceased. Heirs under the law are classified into two categories: 1) **Abintestato** heirs, who inherit without a will, and 2) heirs based on a will. Meanwhile, an insurance heir is an individual designated by the policyholder in the insurance policy, according to the agreement between the insurance company and the policyholder. Many laws and regulations exist to protect policyholders and related parties in the insurance contract with insurance service providers. One such law is Law No. 8 of 1999 on Consumer Protection.
Article 1, paragraph 1 of the Consumer Protection Law defines "consumer protection" as "any effort that guarantees legal certainty to provide protection to consumers." Previous research has also defined consumer protection as all efforts that guarantee legal certainty to protect consumers based on the principles found in consumer protection. According to Article 1, paragraph 3, a consumer is "any person who uses goods and/or services available in society, whether for

personal, family, or others' interests, or for other living creatures, and not for resale." Legal protection is provided through the regulation of consumer rights and obligations.

In the case of an heir being a consumer, they are also entitled to legal protection, and thus, the author refers to the provisions on the rights and obligations of business actors as regulated in Article 6 of the Consumer Protection Law. Through this regulation, the heir can press the insurance company to fulfill its obligations as stipulated in the law.

Rights of the Insurance Company:

1. The right to receive premium payments in accordance with the agreement.
2. The right to receive legal protection against consumers or insured parties who act in bad faith.
3. The right to defend itself properly in resolving legal disputes with consumers.
4. The right to rehabilitate its reputation if it is legally proven that the consumer's loss was not caused by the services provided.
5. Rights as regulated by other relevant laws and regulations.

Obligations of the Insurance Company: According to Article 7 of the Consumer Protection Law No. 8/1999, the obligations of the insurance company are as follows:

1. To act in good faith in conducting its business activities.
2. To provide truthful, clear, and honest information about the benefits and guarantees of the insurance offered.
3. To treat and serve consumers honestly and without discrimination.
4. To provide compensation, indemnity, or reimbursement for losses suffered by consumers.
5. To provide compensation, indemnity, and/or reimbursement if the goods and/or services received or used do not conform to the agreement.

In relation to insurance agreements with life insurance companies, the insurance company may refuse to fulfill its obligation to pay benefits if it is proven that the policyholder acted in bad faith regarding the life insurance agreement or the applicable policy.

Based on Article 19 of the Consumer Protection Law, the insurance company is responsible for providing compensation for the loss suffered by the insured or policyholder/heirs. However, the insurance company may refuse to pay compensation to the insured if the loss was caused by the insured's own fault, which can be proven by the insurance company. This differs with life insurance, where the insurance company must still be responsible to the insured or policyholder by providing the claim as agreed in the policy and submitted by the heirs.

Case Decision MA No. 241 PK/Pdt/2011: In this ruling, it is explained that based on the insurance policy, the rightful heirs of the late Harris Ependi Sitorus (the insured) upon his death were:

1. Benhur Parasian Sitorus as his son

2. Epi Margaretha Sinaga as the wife of the insured.

On March 4, 2005, the insured passed away due to kidney failure, as confirmed by the medical record. On March 7, 2005, the heirs filed an insurance claim on behalf of the deceased. On April 11, 2005, the insurance company Sequis Life rejected the insurance claim and only offered a condolence payment of IDR 3,000,000.00 (three million Rupiah) on the condition that the Plaintiff would not pursue legal action against the Defendant. However, Epi rejected this offer.

Reasons for Claim Rejection:

1. The medical records obtained by the defendant showed that the insured had been hospitalized in a hospital in Jakarta from January 12 to January 24, 2024, with a diagnosis of gastroenteritis and amoebic dysentery (respiratory tract disorders), without providing certain medical record evidence.
2. When filling out the Kids Plan registration form, which is an integral part of the insurance policy, on page 1, the insured answered "no" to question number 2, which asked whether they were currently or ever had used narcotics or similar drugs, or had undergone treatment or been diagnosed with certain illnesses such as malaria, cancer, leukemia, stroke, high blood pressure, heart disease, kidney disease, liver disease, diabetes, thyroid/gland disease, epilepsy, paralysis, sensory disorders, reproductive issues, HIV/AIDS, mental disorders, or other diseases.

In this case, after the insurance company rejected the claim, Epi Margaretha requested the original documents (such as the policy) from the insurance company, but the company refused to provide them for unclear reasons. Subsequently, Sequis Life insurance raised an exception, one of which was that the life insurance policy agreement (Kids Plan) had been canceled due to the proven fact that the insured had provided false information when filling out the policy application form (non-disclosure).

Evaluation of the Violation: Based on the chronology of the case, as stated in the MA decision No. 241 PK/Pdt/2011, it can be assessed how the Sequis Life insurance company violated its obligations. In connection with the duties outlined in the Consumer Protection Law (UUPK) above, it is clear that Sequis Life failed to fulfill its obligations properly, as evidenced by the failure to pay the life insurance claim to the heirs of Epi Margaretha according to the valid policy.

1. **Acting in Good Faith:** Sequis Life did not act in good faith, as evidenced by its refusal to pay the life insurance claim to the heirs of Epi Margaretha according to the agreement in the policy.
2. **Treating and Serving Consumers Honestly and Without Discrimination:** The insurance company did not fulfill this obligation, as it rejected the claim based on unfounded reasons that harmed the heirs.
3. **Providing Compensation, Indemnity, or Reimbursement:** It is clear that Sequis Life failed to fulfill its obligations properly, resulting in losses for the heirs because their rightful benefits were not provided by PT. Asuransi Jiwa Sequis Life.

The withholding of original policy documents and the cancellation of the insurance policy without proof are clear mistakes by the insurance company and violate the Consumer Protection Law No. 8/1999.

Court Ruling: The court ruled that:

1. The life insurance policy agreement made by the insured, as the husband of the heir, with PT. Asuransi Jiwa Sequis Life on February 1, 2004, is legally valid.
2. PT. Asuransi Jiwa Sequis Life is ordered to pay the heirs the death benefits of the insured amounting to IDR 62,500,000.00 (sixty-two million five hundred thousand Rupiah) and ordered to continue the Kids Plan to the heirs.
3. PT. Asuransi Jiwa Sequis Life is ordered to provide all original documents, including the insurance policy, which are essential for proof and are the rightful property of the heirs, as PT. Asuransi Jiwa Sequis Life has not yet fulfilled its obligations to pay the insurance benefits to the plaintiff.

CONCLUSION AND RECOMMENDATION

The life insurance claims procedure involves systematic steps that heirs must follow to receive benefits from the insurance company in accordance with the terms of the policy. An insurance claim is a right requested based on a previously agreed-upon arrangement, and the claims procedure includes the collection of essential documents and adherence to the steps outlined by the insurance company. In the case of the life insurance claim studied, Decision MA No. 241 PK/Pdt/2011, PT. Asuransi Jiwa Sequis Life rejected the claim filed by the heirs on invalid grounds, causing harm to the heirs. The rejection of the claim was deemed not to meet the insurance company’s legal obligations regarding consumer protection, such as providing clear information and acting in good faith. The court’s decision confirmed that the insurance policy agreement made was legally valid, and the insurance company is required to pay the agreed claim amount and return the original documents to the heirs. This highlights the importance of the insurance company's compliance with consumer protection laws to ensure the rights of policyholders are upheld.

ADVANCED RESEARCH

This research focused on "Legal Protection for Consumers (Heirs) Against Rejected Life Insurance Claims: Case Study of MA Decision No. 241 PK/Pdt/2011," concentrating on the life insurance claims procedure at PT. Asuransi Jiwa Sequis Life and the research procedure under the regulations of the Financial Services Authority (OJK). It also explored consumer protection laws related to the behavior of life insurance companies that resulted in harm to the heirs of the insured, Epi Margaretha Sinaga (wife of the insured) and Benhur Parasian Sitorus (the insured's son). While this research is valuable, it does not provide a comprehensive overview of life insurance in Indonesia. Therefore, further research could expand on the case studies, include comparative analysis, evaluate the effectiveness of regulations, and provide policy recommendations.

.

REFERENCES

Arikunto, Suharsimi. *Prosedur Penelitian Suatu Pendekatan Praktek*. Edisi revi. Yogyakarta: Rineka Cipta, 1998.

Antonius Artanto EP. “Faktor-Faktor Penyebab Klaim Tertunda BPJS Kesehatan RSUD Dr. Kanujoso Djatiwibowo” 4 (2018): 122–34.

Apandy, Puteri Asyifa Octavia, Melawati, and Panji Adam. “Pentingnya Hukum Perlindungan Konsumen Dalam Jual Beli.” *Jurnal Manajemen & Bisnis Jayakarta* 3, no. 1 (2021): 12–18. https://doi.org/10.53825/jmbjayakarta.v3i1.85.

Budiman, Haris, Bias Lintang Dialog, Iman Jalaludin Rifa'i, and Peny Hanifah. “Perlindungan Hukum Bagi Pemegang Polis Dalam Penyelesaian Klaim Asuransi Jiwa.” *Logika : Journal of Multidisciplinary Studies* 13, no. 02 (2022): 168–80. https://doi.org/10.25134/logika.v13i02.7074.

Cara Klaim Meninggal Dunia di Polis Asuransi Jiwa Sequis, https://www.sequis.co.id/id/tentang-sequis/update/article/cara-klaimmeninggal-dunia-di-polis-asuransi-jiwa-sequis, diakses 07 Januari 2025.

Handayani, Sri. “Pengaruh Penyelesaian Klaim Asuransi Terhadap Pencapaian Target Penjualan Produk Asuransi Ajb Bumiputera 1912 Cabang Bengkulu.” EKOMBIS REVIEW: Jurnal Ilmiah Ekonomi Dan Bisnis 5, no. 1 (2017): 79 85. https://doi.org/10.37676/ekombis.v5i1.332.

Husaini, Cava Billa Al. “Pemahaman Resiko Dan Manajemen Resiko.” Jurnal Nuansa: Publikasi Ilmu Manajemen Dan Ekonomi Syariah 1, no. 3 (2023): 318–25.

H. Gunanto (ketua tim). *Naskah Akademik Perraturan Perundang-Undangan Tentang Perjanjian Asuransi*. Jakarta: Badan Pembinaan Hukum Nasional, 1995.https://doi.org/10.37676/ekombis.v5i1.332.

Cara Klaim Meninggal Dunia di Polis Asuransi Jiwa Sequis, https://www.sequis.co.id/id/tentang-sequis/update/article/cara-klaimmeninggal-dunia-di-polis-asuransi-jiwa-sequis, diakses 07 Januari 2025.

Vandawati, Zahry. *Perlindungan Hukum Tertanggung Dan Tanggung Jawab Penanggung Dalam Perjanjian Asuransi Jiwa*, 2015.

Mahmuda, Imaniar, and Umi Karimatul Azizah. “Studi Komparasi Asuransi Syariah Dengan Asuransi Konvensional.” *Jurnal Al-Yasini* 04, no. 01 (2019): 56–69.

Utsman, Sabian. *Metode Penelitian Hukum Progresif. Metode Penelitian Hukum*

Cara Klaim Meninggal Dunia di Polis Asuransi Jiwa Sequis, https://www.sequis.co.id/id/tentang-sequis/update/article/cara-klaimmeninggal-dunia-di-polis-asuransi-jiwa-sequis, diakses 07 Januari 2025.

Malwa, Rosyidah Umpu. “Analisis Pelayanan Klaim Meninggal Dunia Terhadap Kepuasan Nasabah (Ahli Waris) Pada PT Asuransi Jiwasraya (Persero Kantor Cabang Palembang Kota).” Jurnal Studia Administrasi 2, no. 2 (2020): 58–72.

Nur Aisyah Savitri. "Perlindungan Tertanggung Pada Asuransi Jiwa Berdasarkan-Undang No. 40 Tahun 2014 Tentang Perasuransian." *Jurnal Hukum Magnum Opus* 2, no. 2 (2019): 1–12.

Santri, Selvi Harvia. "Pelaksanaan Prinsip Subrogasi Pada Asuransi Kendaraan Bermotor Menurut Kitab Undang-Undang Hukum Dagang." *Uir Law Review* 02, no. 02 (2018): 354–69. https://journal.uir.ac.id/index.php/uirlawreview/article/view/2073.

Sari, Indah, and M Si. "Pembagian Hak Waris Kepada Ahli Waris Ab Intestato Dan Testamentair Menurut Hukum Perdata Barat (Bw)." *Jurnal Ilmiah Hukum Dirgantara* 5, no. 1 (2014): 1–20. https://doi.org/10.35968/jh.v5i1.99.

Sendra, Ketut. "Kecurangan Dan Perlindungan Konsumen Asuransi." *Jurnal Vokasi Indonesia* 5, no. 1 (2017): 1–13. https://doi.org/10.7454/jvi.v5i1.79.

Sinaga, Niru Anita. "Pelaksanaan Perlindungan Konsumen Di Indonesia." *Jurnal Ilmiah Hukum Dirgantara* 5, no. 2 (2014). https://doi.org/10.35968/jh.v5i2.110.

Su, A. "Bab II Landasan Teori." *Journal of Chemical Information and Modeling* 53, no. 9 (2018): 8–24.

Suprima, Wardani Rizkianti, and Khoirur Rizal Lutfi. "Implikasi Hukum Penunjukan Ahli Waris Berdasarkan Klausul Asuransi Dalam Perspektif Hukum Waris Perdata." *Esensi Hukum* 1, no. 1 (2019): 109–18. https://doi.org/10.35586/esensihukum.v1i1.12.

Widyorini, Sri Retno. "Asuransi Jiwa Dan Pembayaran Santunan." *Hukum Dan Dinamika Masyarakat* 17, no. 2 (2020): 121–30. https://doi.org/10.36356/hdm.v17i2.1493.

Hampir semua polis asuransi langgar undang-undang perlinndungan konsumen, https://www.hukumonline.com, diakses 27 November 2024.

Sejarah perkembanngan asuransi di Indonesia, www.allianz.co.id, diakses 22 November 2024.

Pengajuan Pembayaran Klaim Meniggal Dunia, https://www.sequis.co.id/id/layanan/individu/proses-klaim/prosedur-pengajuanklaim-meninggal-dunia, diakses 07Januari 2025.

Kitab Undang- Undang Hukum Dagang

Undang-Undang Perlindunagn Konsumen No. 8 tahun 1999

Undang-Undang No. 40 tahun 2014 Tentang Perasuransian