

Analysis of Consumer Protection in the Insurance Claim Process Based on Law No. 8 of 1999 on Consumer Protection

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Abstract: This study aims to analyze the legal protection for insurance customers in the settlement of policy claims at PT Asuransi Bumi Putera, with reference to Law No. 8 of 1999 concerning Consumer Protection. The main problem faced by customers is the delay in payment of claims, which is contrary to the main purpose of insurance to compensate for losses experienced by customers. Based on available data, many claims have not been paid, indicating the non-compliance of insurance companies with their obligations. This research examines the forms of legal protection regulated in the Consumer Protection Law, particularly regarding the customer's right to obtain clear information, compensation, and dispute resolution. In addition, this study also highlights the preventive and repressive aspects of legal protection, where preventive protection aims to prevent disputes from occurring, while repressive protection provides legal avenues for aggrieved customers to obtain compensation. While the law has provided a clear basis of protection, consistent implementation and enforcement are still needed to ensure customer rights are fulfilled. This research is expected to contribute to improving legal protection for insurance customers in Indonesia, as well as encouraging insurance companies to fulfill their obligations in a timely manner in accordance with applicable regulations.

Keywords: Consumer Protection; Insurance; Policy Claim

1. Introduction

Insurance is a form of agreement between the insurer and the insured that provides financial protection against loss, damage, or loss that can be experienced by the insured due to unpredictable events, after receiving premiums from the insured. Along with economic development and increasing public awareness, the insurance industry in Indonesia is growing, with various types of products such as health insurance, education insurance, and others. Various insurance companies offer these products to provide a sense of security and financial protection to the people of Indonesia.

However, although the insurance industry has an important role in providing financial protection, some insurance companies have experienced a decline in performance that affects public confidence. PT Asuransi Bumi Putera, which is one of the largest insurance companies in Indonesia, experienced a significant decline in premium income in January 2024. The company's premium income fell by around 66% compared to the same period in the previous year, indicating reduced public interest in buying insurance products. This decline is thought to have been caused by the financial problems faced by the company, including difficulties in attracting new customers and retaining existing customers.

One of the main issues that arose in this company was the late payment of insurance claims. Although the company has an obligation to settle claims within a predetermined time,

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the reality is that many customers experience difficulties in getting their claims paid on time. This of course leads to customer distrust of the company and even lowers public confidence in the insurance industry as a whole. Delays or rejections of claims are often considered non-transparent and not in accordance with the provisions of the applicable regulations, especially Law No. 8 of 1999 concerning Consumer Protection.

In order to protect consumer rights, the Indonesian legal system has established various regulations governing the rights and obligations of consumers and business actors, one of which is Law Number 8 Year 1999 on Consumer Protection. However, the implementation of this regulation in the insurance industry still raises various legal gaps, especially in terms of protecting customers who experience delays in claims. This raises concerns about legal certainty for customers who depend on their financial protection on insurance products.

In February 2023, PT Asuransi Bumi Putera imposed a restructuring measure that reduced the value of claims received by policyholders. This policy led to protests from customers who felt that the company had violated the policy agreement and applicable provisions. OJK regulations that require claims to be settled within 30 days after the final status of the claim are one of the bases for the protest. To date, the company has only managed to pay a fraction of the promised claims, with total claims that should have reached Rp2.8 trillion, but only around Rp319.5 billion has been paid. Payments will be made in stages until 2025, but the process is constrained by limited funds. The company is facing major financial difficulties and plans to sell assets and reorganize, but the results are still not optimal.

The role of the Financial Services Authority (OJK) as a regulatory and supervisory institution for the insurance industry is very important in maintaining company compliance with existing regulations, including in the settlement of insurance claims. However, the effectiveness of OJK's oversight is often questioned due to persistent delays or denials of claims. This raises questions about the extent to which OJK can supervise and ensure customers receive their rights in accordance with existing regulations.

Based on this background, this research aims to analyze the legal protection for customers in the insurance policy claim process at PT Asuransi Bumi Putera, with reference to Law No. 8 of 1999 concerning Consumer Protection. This research will examine whether the rights of customers are well protected by existing legal provisions, and find out whether there are gaps in the implementation of the law that can harm customers. This research is expected to contribute to increasing legal protection for insurance customers and improving the claims settlement mechanism in Indonesia.

Based on the description of the problems above, the problem can be formulated how the form of legal protection of insurance customers in the settlement of policy claims at PT Asuransi Bumi Putera based on Law No. 8 of 1999 concerning Consumer Protection?

2. Method

This research uses a normative legal approach with a type of doctrinal legal research that examines the principles, norms, and applicable laws and regulations related to consumer protection in the settlement of insurance policy claims. The approach used is a statute approach, focusing on relevant laws and regulations such as Law No. 8 of 1999 concerning Consumer Protection. Data collection techniques are carried out through literature studies, using primary, secondary, and tertiary legal materials which will be analyzed qualitatively. Data analysis is carried out using grammatical and systematic interpretation to examine the relationship between legal provisions and their application in insurance practice, as well as to conclude the legal implications for customer protection.

3. Results and Discussion

Insurance is a form of transferring the risk of loss from one party to another by sharing the risk of payment through a number of premiums fairly. In general, insurance can be understood as an agreement between an insurance company and a policyholder, in which the insurance company provides protection or coverage for the object of activity that has the potential to cause a risk of loss. In this case, insurance companies can maximize business and expand the company's vision and mission by utilizing the premiums received, so as to strengthen customer confidence. However, although insurance guarantees coverage for the insured, both personal risks and risks that will be borne by the insurance company, there are often discrepancies between the products offered and the guarantees provided, especially in the aspect of legal protection. One of the main problems that often arises is the difficulty of customers in obtaining payment of policy claims when a covered event occurs, which is contrary to the main objective of customers who hope to get compensation for unexpected incidents.

This problem requires a clear legal attachment between the insurance company and the customer through a written contract called a policy. The policy serves as authentic evidence in the event of a claim or dispute between the two parties. Law Number 8 Year 1999 on Consumer Protection provides legal protection to customers, including the right to obtain clear information regarding all provisions contained in the insurance policy. Insurance companies are required to provide transparent explanations to customers regarding the contents and meaning of the agreement in the policy. If the customer feels disadvantaged because the compensation received is not in accordance with the contents of the contract, this law provides a guarantee for the customer to obtain compensation. The imbalance of position between the customer as a policyholder and the insurance company often causes problems in the claims process, where the customer is entitled to obtain compensation funds if the product received is not in accordance with the contents of the contract.

Based on the data contained in the narrative from the information provided regarding the number of insurance participants at AJB Bumiputera Gorontalo Branch during the period 2021 to 2024, namely in 2021, the number of insurance participants who matured reached 579 people, with 454 claim submissions. Of the number of claims submitted, 248 claims were successfully paid, while 206 claims were unpaid. In 2022, the number of matured participants decreased to 437 people, with 398 claims submitted. However, only 25 claims were successfully paid, while 373 other claims remained unpaid. In 2023, the number of overdue participants continued to decrease to 301 people, with 238 claims submitted. No claims were successfully paid, and 238 claims remained unpaid. In 2024, the number of overdue participants again decreased to 211 people, with 113 claims submitted. Similar to the previous year, no claims were successfully paid and 113 claims remained unpaid.

From this data, it can be seen that there is a decrease in the number of maturing insurance participants each year. However, the main problem is the high number of unpaid claims, especially in 2022 and 2023. This indicates a delay in claim payments by insurance companies, which can be detrimental to customers.

Based on applicable legal protection regulations, especially Law No. 8 of 1999 concerning Consumer Protection, PT Asuransi Bumi Putera can be subject to both civil and criminal sanctions if it ignores its obligations to customers who have submitted claims. The Consumer Protection Law provides protection that includes the customer's right to obtain correct, clear and honest information regarding the procedures and conditions for submitting policy claims. If the claim is rejected, the company is obliged to provide valid reasons in accordance with applicable regulations. Article 19 of the Consumer Protection Law also regulates the company's responsibility for losses suffered by customers due to service discrepancies, including in the case of delay or denial of claim payments. In addition, Article 45 of the law provides a dispute resolution mechanism between customers and insurance companies, either through the Consumer Dispute Resolution Agency (BPSK) or through the courts, which provides space for customers to claim their rights if they feel aggrieved.

3.1. Forms of Protection Under the Law

Based on Law No. 8 Year 1999 on Consumer Protection, especially Article 4, Article 19, and Article 45, various consumer rights must be respected by business actors, including insurance companies. Article 4 regulates consumer rights which include the right to comfort, security, and safety in consuming goods and/or services, the right to choose goods and/or services in accordance with the agreement, the right to correct and clear information, and the right to obtain compensation or compensation if the goods and/or services received are not in accordance with the agreement. In this case, PT Bumi Putera Insurance must fulfill its legal obligations to customers whose insurance claims have not been paid. This refers to Article 4, especially point (h), which emphasizes the right of consumers to obtain compensation, compensation, or replacement if the services received are not in accordance with the agreement.

Article 19 emphasizes the responsibility of business actors to provide compensation for losses suffered by consumers due to goods or services that are not in accordance with the agreement. PT Asuransi Bumi Putera, as a business actor, is responsible for providing compensation for the delay in payment of claims that should have been made in accordance with the provisions of the policy. Article 19 also stipulates that compensation can be in the form of a refund or replacement of similar goods/services, and must be made within 7 days after the transaction, which in practice is often not fulfilled by PT Asuransi Bumi Putera. The inaccuracy of claim payment time adds to the loss of customers who cannot use these funds for important purposes.

If PT Asuransi Bumi Putera delays the payment of claims even though the claim documents are complete, then this violates the provisions of Article 19, which requires the company to provide compensation and compensation according to the agreement. Article 19 paragraph (4) states that business actors may avoid liability if the loss is not the result of their negligence. However, in this context, such a defense must be accompanied by clear evidence, and the burden of proof should be on the company, not the customer. In addition, Article 19 paragraph (5) confirms that the company's obligation to provide compensation does not remove the possibility of criminal prosecution if there is willful misconduct in delaying the claim.

Furthermore, Article 45 of the Consumer Protection Law gives consumers the right to file a lawsuit against business actors who do not fulfill their obligations, either through the consumer dispute resolution agency (BPSK) or through the court. In the event that PT Asuransi Bumi Putera fails to fulfill the obligation to pay claims, customers can claim their rights through the legal channels provided, either through BPSK or the general court. Article 45 paragraph (2) also allows out-of-court dispute resolution through mediation or arbitration, which can be faster and cheaper than litigation.

In addition, Article 31 paragraph (4) of Law No. 40 of 2014 concerning Insurance emphasizes that insurance companies are prohibited from taking actions that can slow down or hinder the settlement of claims. If PT Asuransi Bumi Putera delays the payment of claims without valid reasons, then this violates the existing provisions, and the company can be held accountable administratively, civilly, or even criminally if the negligence harms customers systematically. In this context, customers have the right to file a complaint with OJK and demand compensation or compensation for losses incurred due to the delay.

Based on a civil law perspective, the relationship between the customer and the insurance company is regulated as an agreement that binds both parties. If the insurance company fails to fulfill its obligations, this can be categorized as a default according to Article 1243 of the Civil Code, which gives the customer the right to demand the fulfillment of the agreement or compensation for the losses incurred. Article 1338 of the Civil Code underlines that valid

agreements apply as laws for those who make them, so insurance companies are obliged to fulfill their obligations in accordance with the contents of the agreed policy.

Thus, the law provides strong protection to insurance customers through various laws that regulate consumer rights, business obligations, and dispute resolution mechanisms. Nevertheless, consistent implementation and law enforcement are still needed to ensure that customers' rights are fulfilled and to provide a deterrent effect for companies that fail to fulfill their obligations.

3.2. Form of Protection Based on Preventive

Preventive legal protection gives legal subjects the opportunity to submit objections or opinions before a government decision takes definitive form. Preventive legal protection aims to prevent problems or disputes from occurring. Preventive legal protection is very meaningful for government actions based on freedom of action because with preventive legal protection the government is encouraged to be careful in making decisions based on discretion. In essence, everyone is entitled to protection from the law, almost all legal relationships must get protection from the law. This means that legal protection is a picture of the operation of the legal function. to realize the objectives of the law, namely justice, usefulness and legal certainty.

Based on the explanation of the consumer protection law No.8 of 1999, it shows the existence of preventive measures for insurance service businesses established on behalf of the insurance business for the community. Why is this made a legal umbrella by the legislature together with the executive because the insurance business absorbs a very large amount of public funds up to hundreds of billions. The insurance manager is usually a corporation that aims to make a profit from public funds which also has a positive impact on customers if the insurance manager carries out according to statutory norms as a preventive effort in preventing losses to customers in the event of default for customers throughout Indonesia. And the facts in various regions of PT.Bumi Putera insurance experience default for customers including customers in Gorontalo. Legal standing based on Law No.8 of 1999 concerning consumer protection as a preventive effort that must be fulfilled by PT.Asuransi Bumi Putera to customers who have carried out in accordance with the insurance policy does not delay installment payments, when the customer is due and submits a claim to the insurance company, it is the insurance company that makes a default to the customer, so that the customer does not get his rights in accordance with the agreement agreed between the customer and PT.Asuransi Bumi Putera. When viewed with the existence of norms as a preventive effort of the government in preventing the occurrence of unlawful acts both PT.Asuransi Bumi Putera with the Customer has clear legal standing in consumer legislation Law.No.8 of 1999 concerning legal protection for customers who have been harmed by the Insurance. In order to obtain legal certainty and justice for customers throughout Indonesia committed by PT Asuransi Bumi

Putera as an act of default, it is hoped that there will be clarity for customers to receive rights according to what has been promised in the insurance policy.

Preventive legal protection for customers in the settlement of policy claims at PT Asuransi Bumi Putera is carried out through various efforts, such as compliance with Law No. 8 of 1999 concerning Consumer Protection, which requires companies to provide transparency in policy agreements, clear information, and fair services for customers. In addition, the company must provide an effective internal dispute resolution mechanism, ensure supervision from the Financial Services Authority (OJK), and improve financial education and literacy so that customers understand their rights and obligations. These steps aim to prevent disputes and ensure that customers' rights in filing claims are protected in accordance with the principles of justice and legal certainty.

So this preventive form of legal protection is a form of protection that aims to prevent legal violations or losses before problems arise by providing rules, education and supervision. In the context of insurance through the regulation of Law 40 of 2014 concerning insurance and Law No. 8 of 1999 on Consumer Protection expressly regulates the company's obligation to provide clear information, the prohibition of delaying claim settlement (Article 31 paragraph 4), and the customer's right to fair treatment and clarity of rights (article 4). Through supervision, OJK plays a role in overseeing the financial health of insurance companies, implementing company obligations to customers, issuing administrative sanctions against companies that have the potential to harm customers. Through consumer education, namely providing understanding to customers regarding their rights and obligations in the insurance agreement, and encouraging product information disclosure.

3.3. Form of Protection Based on Repressive

Repressive legal protection aims to resolve disputes. The principle of legal protection against government actions rests on and stems from the concept of recognition and protection of human rights because according to the history of the West, the birth of concepts about recognition and protection of human rights is directed at limiting and laying the obligations of society and government. The second principle underlying the legal protection of government actions is the principle of the rule of law.

The existence of law in society is a means to create peace and order in society, so that in the relationship between members of society with one another their interests can be maintained. Law is nothing but the protection of human interests in the form of norms / rules. Moreover, the law as a collection of rules or rules contains general and normative content. General because it applies to everyone and normative because it determines what can be done and what should not be done, and determines how to carry out compliance with the rules. The manifestation of the role of law in society is to provide legal protection to members of the community whose interests are disturbed by other parties and/or authorities who act arbitrarily.

Based on the provisions of repressive action according to the purpose where the government is present as the executor in the event of a violation of the law on the statutory approach, preventive action that has been made a legal umbrella by the government together with the legislature. If all efforts in the perspective of the law on insurance on consumer protection are ignored by the parties involved in the power relationship between the customer and PT.penguransian, then repressive efforts from the government must provide certainty and justice for customers who are harmed by the presence of insurance companies in Indonesia. Why is this so because it is the government and the judiciary that are expected to be present in demanding the parties of insurance companies in Indonesia to compensate for customer losses in Indonesia, especially for customers in Gorontalo Province who have been harmed in investing some of their funds for scholarships for their children which turned out to be misused by PT.Asuransi Bumi Putera. The customer hopes that the government's repressive efforts will take firm action on the customer's report to the government on the case of default for customers in Gorontalo. The community, especially those who become customers, to be more assertive in giving sanctions to PT, Bumi Putera Insurance, which seems to still be given a license to open an insurance business in Indonesia, meaning that PT Asuransi Bumi Putera seems immune to the law even though it has made a default.

The government's repressive action is not present in providing punishment for PT Asuransi Bumi Putera to immediately fulfill its obligations in providing customer rights throughout Indonesia, especially in Gorontalo Province. The customer community of PT.Asuransi Bumi Putera has reported to law enforcement authorities, but until now the government's repressive approach has no realization, the proof is that customers who have been harmed by insuring education at PT.Asuransi Bumi Putera until now have not been given to all customers who invested in PT.Asuransi Bumi Putera.

Based on the phenomenon that occurred at PT Asuransi Bumi Putera against customers in Gorontalo requires the government to act decisively and the Judiciary to provide criminal and civil sanctions for PT Asuransi Bumi Putera who has committed default. It is hoped that normative efforts and preventive efforts and repressive efforts of the government together with the legislature and the Judiciary take firm action against insurance that has harmed customers in Indonesia such as PT.Asuransi Bumi Putera which has committed acts of default in accordance with the norms in legislation No.8 of 1999 concerning consumer protection for customers in Gorontalo Province until now have not received compensation or compensation for educational scholarships for customers' children.

If the phenomenon of default of PT Bumi Putera Insurance is ignored by the government, it will give a bad impression for law enforcement in Indonesia, because the public, especially customers, think that there are state elements who play with the rule of law in Indonesia, meaning that the government seems to protect unlawful acts committed by large-scale insurance companies because PT.Bumi Putera Insurance is classified as a well-known

and classy insurance and has a turnover of hundreds of billions, so it seems that the government is selective about repressive actions for insurance services in Indonesia, compared to macro-scale service businesses such as cooperatives, where if the act of default is carried out by small service businesses the government seems discriminatory, thus reducing public confidence in the government for repressive actions in resolving Bumi Putera customer disputes.

So this repressive form of protection is a form of protection provided after a violation of the law or harm to consumers. The aim is to restore rights and sanction the guilty party. In the context of insurance, customers can sue the company civilly for default or unlawful acts for not paying claims. The basis is Articles 19 and 45 of the Consumer Protection Law and the Civil Code. Through OJK complaints, customers can complain about violations to OJK for administrative actions such as written warnings, restrictions on business activities, license suspension, revocation of operational licenses. Through dispute resolution institutions, customers can also resolve disputes through the Dispute Resolution Body (BPSK).

Based on the theory of justice, as formulated by Aristotle and developed by modern thinkers such as John Rawls, emphasizes the principles of equality, proportionality, and fair distribution of rights in legal relations between individuals and between individuals and institutions. Preventive legal protection aims to prevent harm through regulation and supervision. Based on the theory of distributive justice, the state through OJK is obliged to ensure that insurance companies provide correct information and carry out their obligations fairly from the start. If carried out properly, this provides justice because customers know their rights and get protection from the beginning of the agreement.

Repressive legal protection is provided after the customer is harmed, for example, a claim is not paid. Based on the theory of corrective justice, customers have the right to claim compensation through lawsuits, complaints to the OJK, or dispute resolution institutions. The aim is to restore rights and provide justice to the injured party. Preventive and repressive protection must be balanced so that legal justice is fulfilled. In the Bumiputera case, the weak implementation of these two forms of protection has caused customers to not get full justice.

4. Conclusions

Based on the discussion above, it can be concluded that legal protection for insurance customers, especially in the case of PT Asuransi Bumi Putera, must be carried out comprehensively through preventive and repressive approaches. Law No. 8 Year 1999 on Consumer Protection provides a clear legal basis for customer rights, including the right to obtain clear information, transparency in claims procedures, and the right to obtain compensation or compensation if the product or service is not in accordance with the agreement. Although there is a strict legal obligation for insurance companies to fulfill claim payments on time, PT Asuransi Bumi Putera has not fully fulfilled this obligation, resulting in losses and uncertainty for customers. In this case, customers have the right to claim their rights through the Consumer

Dispute Resolution Agency (BPSK), the court, or the Financial Services Authority (OJK) if the company fails to fulfill its obligations. However, the implementation of legal protection still faces obstacles, especially in effective law enforcement. Therefore, concrete actions are needed from the government and related institutions to ensure that insurance companies fulfill their obligations, provide fair compensation to customers, and improve claim settlement mechanisms so that legal justice can be realized and the public has confidence in the insurance industry again.

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