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# Failure to Pay Claims of Insurance Policyholders Seen from the Principle of Absolute Responsibility

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**Abstract:** This study aims to analyze aspects of the mechanism for implementing the principle of absolute responsibility of life insurance companies pt. Life insurance for default on the policyholder's claim. The type of research used by researchers in compiling this research is a type of normative legal research. The results showed that the form of legal responsibility of PT. Life Insurance against policyholders when the company defaults on the incapacity of PT. AsuransiJiwasraya in fulfilling its obligations can be said to be an act of default and includes violations of Law Number 40 of 2014 Article 31 paragraph (3) which explains that insurance companies are required to handle claims and complaints through a fast, simple, accessible, and fair process and also violate Article 31 paragraph (4) which states that insurance companies are prohibited from taking actions that can slow down the settlement or payment of claims, or not doing the action that should have been done. Due to the absence of an article regarding legal liability in the Super Jiwasraya Plan insurance policy, violations of Article 31 paragraphs (3) and (4) should be the basis for sanctions to be imposed on insurance companies contained in Article 71 in the form of written warnings, restrictions on business activities for part or all of business activities, prohibitions on marketing insurance products or sharia insurance products for certain business lines, revocation of business licenses, administrative fines

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## 1. Introduction

According to Article 1313 of the Civil Code an agreement is "An act in which one or more persons bind themselves against one or more other persons".[1]Furthermore, the definition of the agreement discussed in Article 1313 of the Civil Code, turned out to have received criticism and legal scholars because it still contains weaknesses. So that in practice it raises various objections because on the one hand the boundary is very incomplete, but on the other hand it is too broad. The formulation of the understanding of the agreement according to the Civil Code provides legal consequences that in an agreement there will always be two parties, where one party is the party who is obliged to achieve (debtor) and the other party is the party entitled to the achievement (creditor).

One of the forms of the agreement is in the field of Insurance which is an agreement between the two parties, namely the insured party and the insured party, in which case the insured party is a customer and the insurer is an insurance company. This agreement is a risk transfer agreement experienced by the insured, by paying a certain amount of premium, the risk can be transferred to the insurer. The risks that can be transferred in the form of accidents, natural disasters, even up to death depend on the object of the agreement.[2]

Insurance can no longer be separated from life given its increasingly prevalent development. Whether you realize it or not, insurance is the only financial instrument that can provide protection or guarantees of income and welfare for the economy of individuals and organizations from the risks of life faced that are not known when they come. Insurance has now become one of the best alternatives in saving and planning for finances and the future as well as one of the long-term investment instruments.[3]

From this, it can be said that there are several kinds of risks that can happen to anyone, both individuals and business actors. For business actors who already have experience in managing their business and for professionals, against the risks to be experienced in carrying out activities every day, in general they do not manage it by themselves but are transferred to other parties, in this case known as insurance institutions.

Insurance or coverage has been stated in its standard and clear meaning as stated in the Trade Law Book (hereinafter abbreviated as KUHD) Article 246, namely: "Insurance or coverage is an agreement with which an insurer binds himself to an insured by receiving a premium to provide reimbursement to him because it is between the insured and the insured who binds himself to compensate for the agreed

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[1] Salim HS, *Pengantar Hukum Perdata Tertulis (BW),* Sinar Grafika, Jakarta, 2008, Pp. 160.

[2] Sentosa Sembiring, *Hukum Asuransi*, Bandung: Nuansa Aulia, 2014. Pp. 4

[3] Yoga Dimas Prasetya, "*Peran aktuaria dalam Meningkatkan Dan Menjaga Minat Investor Melalui Pembuatan model Financial Distress Untuk Industri Asuransi*", call Paper IKNB, Kumpulan Karya Tulist erbaik OJK, 2018. Pp. 46

loss at the time of the closing of the agreement in the event of a loss, damage or loss of expected profit, which he may be told due to an indeterminate event.".[4]

One of the insurance companies is PT. AsuransiJiwasraya (Persero) is the first insurance company in Indonesia which was founded in 1859. Pt. AsuransiJiwasraya was born with the noble idea of educating the public to design for the future. A big idea that has been more than 152 years ago was realized in significance by pioneers, founders and policy makers in this Republic. To carry out this noble task, Jiwasraya mobilizes all its dedication and expertise in meeting the demands of the community's needs for life insurance and financial planning that are increasingly complex and competitive.[5]

AsuransiJiwasraya itself in its development experienced problems with default or not being able to pay insurance policies to customers related to its investment product, namely *JS saving plan* which is a life insurance product as well as an investment offered through banking or *bancassurance*. Unlike unit link insurance products whose investment risk is borne by the policyholder, *JS saving plan* is a non-unit link investment whose risk is fully borne by the insurance company.[6]

Chairman of the Audit Board of the Republic of Indonesia (hereinafter referred to as BPK RI) Agung FirmanSampurna said, the main cause of Jiwasraya's default was the mismanagement of investments in the company. Jiwasraya often puts funds in underperforming stocks. The Jiwasraya case is said to have started in 2002. At that time, the insurance state-owned company was rumored to have experienced difficulties. However, based on BPK records, Jiwasraya has posted a pseudo-profit since 2006. Instead of improving the company's performance by considering quality stocks, Jiwasraya poured sponsorship funds for the world football club, Manchester City, in 2014. Then in 2015, Jiwasraya launched the JS saving plan product with a very high cost of funds above the interest on deposits and bonds. Unfortunately, the fund is then invested in low-quality stock instruments and mutual funds.[7]

Then in 2016, the CPC finally conducted a preliminary investigation that began in 2018. The results of this investigation showed irregularities that indicated fraud in managing saving plans and investments. Potential fraud is caused by buying and selling shares in the near future to avoid recording unrealized losses. Then, the purchase is made by negotiating with certain parties in order to obtain the desired price. Jiwasraya'smanagement itself stopped paying due claims for *saving plan* products in October 2018 amounting to RP802 billion due to the company's liquidity drought[8]

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[4] Robert I Mehr dalam Arus Akbar Silondae dan Wirawan B Ilyas, *Pokok-Pokok Hukum Bisnis*, Cet 1, Salemba Empat, Jakarta, 2011, hlm 33.

[5] LilisFalihah, dkk, "*Fungsi Pengawasan Oleh Lembaga Otoritas Jasa Keuanga nTerhada Sektor Perasuransian Ditinjau Dari Hukum Pengawasan*", Jurnal Fundamental Justice, Volume, 1, Nomor 2, September 2020, hlm. 30

[6] See, https://money.kompas.com/read/2019/12/19/172300726/mengenal-js-saving-planproduk-jiwasraya-yang-tawarkan-return-dua-kali?page=all d, In access October 23, 2021

[7] *Ibid*

[8] *Ibid*

Insurance in Law Number 40 of 2014 concerning Insurance is stated, the insurance system must create an insurance economic system that does not harm any party, starting from the customer or the insurance business actor.[9]In fact, it is often the client who is harmed, as happened in the case above.

This is certainly very detrimental to the policyholder because the main purpose of the policyholder is to use insurance to protect himself from unexpected things, but in the case of filing a claim to the insurance company, he cannot make payments for the transfer of risks that are already his obligation in the insurance agreement. The insurance company as the insurer has obligations, namely:[10]

1. Providing compensation or giving a certain amount of money to the insured if the event in agreement occurs, unless there is something to be used as an excuse for the insurance company to be free from such obligations.
2. Sign the policy and hand it over directly to the insured.
3. Return the premium to the insured if the insurance is canceled or lost, provided that the insured has not borne the risk in part or in full.
4. In fire insurance, the insurer is obliged to bear the cost of the loss needed to rebuild if in the agreement or policy it is written.

Furthermore, Article 11 regulates the obligation of good governance for insurance companies. Article 21 paragraph (3) stipulates that in investing the wealth of customers, the insurance company is obliged to apply the precautionary principle. Violations of these two articles are subject to administrative sanctions in the form of warnings, business restrictions, prohibitions on product marketing, revocation of permits, cancellation of registration and approval, administrative fines and / or prohibitions on occupying certain positions. Based on the findings of the BPK, the board of directors and board of Jiwasraya are not careful in making the *JS Saving Plan* program which offers high interest rates, causing *negative spreads* to have an impact on Jiwasraya's assets. Errors also occur in stock and mutual fund investments made without adequate placement studies.[11]

In the above provisions it is clear that the insurance company is obliged to provide compensation to the insured or policyholder if the event occurs. However, when the insured submits a claim to the insurance company, the company states that they cannot afford to pay.

Related to the above case in civil law, the term *Contractual Liability is known as Contractual Liability*, which is civil liability on the basis of agreements / contracts from business actors (both goods and services) for losses suffered by consumers due to consuming the goods produced or utilizing the services they provide. *Contractual Liability* there is an agreement or contract (directly) between business actors and consumers whose object can be goods or services. Nowadays, agreements or contracts

[9] Konsideran Undang-Undang Perasuransian Nomor 40 Tahun 2014.

[10] Man Suparaman Sastra widjaja, *Aspek-Aspek Hukum Asuransi dan Surat Berharga*, Bandung: Alumni, 2003, Pp. 23.

[11] LuthviFebryka Nola, "*Pelindungan Hukum Terhadap Nasabah Jiwa sraya*", Jurnal DPR RI (Info Singkat, Vol. XII, No.2/II/Puslit/Januari/2020. Pp. 3

between business actors and consumers almost always use agreements or contracts in the form of standards or standards. Therefore, in the law of agreements, such agreements or contracts are called standard agreements or contracts or standard contracts.[12]

The principle of responsibility that can be applied as an effort to protect consumers who are harmed due to the use of goods or services in practice can be in the form of *contractual liability*, and product liability ,Contractual responsibility can be applied if the business actor has defaulted (*breach of contract*).[13]In this case, AsuransiJiwasyara has defaulted by not providing the policy as agreed in the contract to the policyholder, but this compensation will be difficult when the company is considered bankrupt. Settlement through insolvency is very detrimental to insurance customers because in practice the customer's position is only as a concurrent creditor who will get repaid after the wages of workers, separatist creditors and creditors.[14]

## 2. Method

This study uses Normative Type of research. This type of normative research uses qualitative analysis, namely by explaining the existing data with words or statements instead of with numbers. Deductive analysis method where general legal knowledge data obtained from the Law and literature is then implemented on the problems raised, so that answers to specific problems are obtained

## 3. Analysis And Discussion

### 3.1. Implementation Mechanism of the Principle of Absolute Responsibility of Life Insurance Company PT. Life Insurance for Default on Policyholder Claims

Consumer protection is an indispensable part of healthy business activities, in healthy business activities there is a balance of legal protection between consumers and producers. The absence of balanced protection causes consumers to be in a weak position. Moreover, if the product produced by the producer is a limited type of product, the producer can abuse his position, to the detriment of consumers, the most important effort in providing protection to consumers is through laws and regulations, and is carried out with careful consideration. The losses suffered by these producers can arise as a result of the legal relationship between the producer and the consumer, as well as the result of unlawful acts committed by the producer.[15]

In the conception of an unlawful act, a person is given the opportunity to sue as long as there are 3 (three) elements, namely there is an error (which was made by the other party or the defendant), there is a loss (which the plaintiff suffered), and there is a

[12] I Gusti Ayu RatihPradnyani, dkk, "*Perjanjian Baku Dalam Hukum Perlindungan Konsumen*", KerthaSemaya Vol. 6, No. 2, Januari 2018. Pp. 36

[13] Ni Ketut Pitri Adi Gunarti, *Tanggung Jawab Pengangkut Terhadap Kerugian Pengguna Jasa Angkutan Barang Karena Kelalaian Pekerjanya Dalam Perjanjian Pengangkutan (Studi Kasus CV. Duta Dewata Transportindo)*, Fakultas Hukum Universitas Udayana, 2015. Pp. 6-7

[14] Luthvi Febryka Nola, *Op. Cit*. Pp. 4

[15] Achmad Miru, *Prinsip-prinsip Perlindungan Hukum Bagi Konsumen di Indonesia*, PT. Raja Grafindo Persada, Jakarta, 2013. Pp. 1

causal relationship between the error and the loss. That in the relationship, there is a loss felt by the consumer to the goods / services he consumes, and the entrepreneurs or the government of the problems caused will take action if there is a consumer complaint.

The provisions in the norms of Article 11 paragraph (1) of the Insurance Law 2014 expressly state that insurance companies are obliged to implement good corporate governance, which of course is carried out in good faith. The governance of a state-owned company is carried out by the Management, namely the Board of Directors as one of the company's organs as stated in Article 5 paragraph (1) of the 2003 BUMN Law. The Board of Directors is in charge of carrying out management for the benefit of the company in accordance with the purposes and objectives of the company in accordance with the provisions of Article 1 number (5) of the 2007 PT Law which states that the Board of Directors has the authority and full responsibility for the management of the company and represents the company, both inside and outside the court.

AsuransiJiwasraya as a SOE has a purpose that can be seen in Article 2 paragraph (1) letter (a) of the 2003 BUMN Law which states that SOEs are established with the aim of contributing to the development of the national economy in general and state revenues in particular. The achievement of this goal can be realized if state-owned companies are run with good governance. One of the implementations in carrying out corporate governance in good faith by the Board of Directors is to apply the Principles of *Good Corporate Governance* (GCG). The definition of GCG is a system that manages and supervises the business control process that runs continuously to increase the value of shares, which in turn will increase the value of the company and as a form of accountability to shareholders without neglecting the interests of stakeholders including employees, creditors and the public.[16]

In an effort to implement GCG principles, the legal aspect is one of the very important instruments for the sustainability of its implementation. Therefore, the Government established the National Committee for Governance Policy (KNKG). KNKG has compiled a GCG Guideline for Insurance Companies and Indonesian Reinsurance Companies and based on this thinking, the successful implementation of GCG principles is a form of commitment of company organs, because often in the practice of the company's business activities there is an imbalance in the relationship between the company's organs, such as the lack of responsiveness of the directors in managing the company, as well as the lack of functioning of the directors in the company's business activities.

A thorny problem is now wrapped around PT AsuransiJiwasraya (Persero). In the management of stock and mutual fund investments of PT AsuransiJiwasraya (Persero) for the 2008-2018 period, it has caused state losses of Rp. 16,807,283,375,000 as state audit report in the context of calculating state losses on financial management

[16] RiskaFranita, *Mekanisme Good Corporate Governance dan Nilai Perusahaan*, (Medan: Lembaga Penelitian dan Penulisan Ilmiah Aqli, 2018). Pp.10

and investment funds at PT AsuransiJiwasraya (Persero) for the 2008-2018 period BPK RI.[17]

In an agreement, it inevitably gives rise to legal liability for its parties. This legal responsibility is based on the agreement that has been agreed, as well as from the law that regulates which in this case insurance is regulated in Law Number 40 of 2014. There are also several provisions regarding the obligations and rights that must be carried out by the insurance company as an insurer contained in the Super Jiwasraya Plan insurance policy, namely:[18]

1. Insurer's obligations
    a. The insurer is obliged to pay the amount of cash, if the insured lives until the end of the insurance period
    b. The insurer is obliged to pay the insured's insurance benefits if the insured has an accident event that results in total permanent disability or death, it must be in accordance with the applicable terms and conditions
2. Right of Persons
    a. The right to cancel the insurance contract and not be obliged to pay anything if all particulars, statements, or other document documents do not correspond to the actual conditions of the insured / intentionally forged.
    b. The right to refute the correctness of the policy at any time and refuse to pay benefits and insurance claims if the conditions are not met and there is an element of fraud on the part of the insured.
    c. The right to request evidence regarding the filing of a claim
    d. The right to determine and will promise or target the amount of cash value applicable to each such investment period.
    e. The right to request the results of autopsy or visum et repertum, if the insured dies.
    f. The right to at any time issue additional provisions and/or specific provisions of the policy and/or endorsements and/or other documents in connection with the policy and will be an integral attachment to the policy.

Contained in the letter of agreement regarding investment agreed between the insurer and the insured is for 12 (twelve) months, where at the end of the investment period the insured will get a cash value due for the investment period. In the explanation above, the insurer has the responsibility to pay the cash value in a period of 1 year. However, after the expiration of the investment period as promised in the insurance agreement, the insurer does not fulfill his achievements to pay the Principal Value and Cash Value due to the Investment Period as a whole to the policyholder. When viewed in the case of default, this includes a violation of Law Number 40 of 2014 Article 31 paragraph (4), where it has been written that

[17] Kompas, "EksKepala Divisi Investasi Jiwasraya Dituntut Hukuman 18 Tahun Penjara", diakses melalui https://nasional.kompas.com/read/2020/09/2 3/21221291/eks-kepala-divisi-investasijiwasraya-dituntut-hukuman-18-tahunpenjara?page=all pada tanggal 27 Juli 2022

[18] Achmad Miru, *Prinsip-prinsip Perlindungan Hukum Bagi Konsumen di Indonesia*, PT. Raja GrafindoPersada, Jakarta, 2013. Pp. 123

"insurers are prohibited from taking actions that could slow down the settlement or payment of claims, or not to take actions that would otherwise result in a slowdown in the settlement or payment of claims".

Furthermore, the sanctions for violations of Article 31 are contained in Article 71 paragraph (2), which can be subject to administrative sanctions in the form of:

a. Written warning
b. Restrictions on business activities, for part or all of business activities;
c. Prohibition on marketing insurance products or sharia insurance products for certain business lines;
d. Revocation of business licenses;
e. Cancellation of registration statements for Insurance Brokers, Reinsurance Brokers, and Insurance Agents;
f. Cancellation of registration statements for actuarial consultants, public accountants, appraisers, or other parties who provide services to the Insurance Company;
g. Rescinding consent for mediation agencies or associations;
h. Administrative fines; and/or
i. Prohibition on being a shareholder, Controller, board of directors, board of commissioners, or equivalent to shareholders, Controllers, directors, and board of commissioners in legal entities in the form of cooperatives or joint ventures as referred to in Article 6 paragraph (1) letter c, sharia supervisory board, or occupying executive positions under the board of directors under the board of directors in legal entities in the form of cooperatives or joint ventures as referred to in Article 6 paragraph (1) letter c, in Insurance Companies.

Regarding obligations not performed by PT. Life Insurance is allegedly due to the mistakes of the investing company. Based on the findings of the Financial Audit Board, the board of directors and management of PT. AsuransiJiwasraya rashly created a Saving Plan program that offers high interest, causing negative spreads, namely the difference in selling prices that erode PT. AsuransiJiwasraya's assets. Life Insurance. Errors also occur in stock and mutual fund investments made without adequate placement studies. The absolute liability of life insurance is [19]*Strict liability* which is a principle of responsibility that establishes errors not as a determining factor. But there are exceptions that allow it to be exempted from liability.

In strict liability there is a causal relationship between the subject who is responsible and his mistakes (the deeds committed). The principle of absolute responsibility in consumer protection law is generally used to "ensnare" business actors, especially

[19] Luthvi Febryka Nola, Legal Protection of Jiwasraya Customers, accessed from http://berkas.dpr.go.id/puslit/files/info_singkat/Info%20Singkat-XII-2-II-P3DI-Januari-2020-209.pdf

producers of goods and / services that market their products that result in losses to consumers. In consumer protection this principle is known as prod-uct liability.[20]

According to this principle, producers are obliged to be responsible for losses suffered by consumers for the use of the products they have marketed. Product liability lawsuits can be made based on 3 (three) things, namely:

a. Breach of warranty;
b. The presence of an element of negligence;
c. Applying strict liability.

If there is a privity of contract relationship between the business actor (service provider) and the consumer, but the service provider's achievement is not measured so that it is an inspanningsverbinteniss agreement ( inspanningsverbinteniss) then the responsibility of the business actor is based on professional liability (professional liability) which uses civil liability directly (strict liability) from the business actor or producer for losses that have been suffered by consumers as a result of use of services provided by business actors.

It is different if in terms of a contract relationship (privity of contract) between business actors and consumers, and the achievements of the service provider are measured so that it is a result agreement (resultaatsverbintenis) then the responsibility of the business actor is based on professional liabil-ity (professional responsibility). Business actors who use per-data responsibility for agreements or contracts (contractual li-ability) of business actors for losses experienced by consumers due to using the services they provide.

This is also in accordance with the formulation of the norms of Article 1365 of the Civil Code more of a norm structure than the substance of the complete legal provisions. This resulted in the substance of the provisions of Article 1365 of the Civil Code always requiring materialization outside the Civil Code. Unlawful acts are born because of the principle that whoever commits an act that brings harm to another person obliges the person who for his fault compensates for the loss. This can be seen in Article 1365 of the Civil Code which specifies that: any unlawful act that results in harm to another person, obliges the person who committed the act to compensate for losses.[21]An act against the law and can be held liable to pay compensation if it meets the following elements:[22]

a. Elements of Deeds
   The element of deed as the first element can be classified in two parts, namely acts that are intentional (actively carried out) and acts that are negligence (passive / do not intend to do so).

[20] Janus Sidabalok, *Hukum PerlindunganKonsumen di Indonesia*, Bandung: PT Citra Aditya Bakti, 2017. Pp. 101

[21] Bakung, Dolot Alhasni. "analisis uu no. 1 tahun 1974 tentang perkawinan dan uu no. 23 tahun 2002 tetang perlindungan anak terkait perkawinan di bawah umur (studi pada masyarakat Batu Layer Provinsi Gorontalo)." *Alhurriyah: Jurnal Hukum Islam* 15.1 (2018): 15-27.

[22] Rosa Agustina, *Perbuatan Melawan Hukum*, Pascasarjana Fakultas Hukum Universitas Indonesia, Jakarta, 2011. Pp. 21.

b. Elements against the Law
   The word "against the law", since 1919 the Netherlands adhered to a broad understanding after the lindenbaum vs. Cohen ruling. Unlawful acts are then defined not only as acts that violate written rules, namely actions that are contrary to the legal obligations of the perpetrator and violate the rules of other people's subjective rights, but also acts that violate unwritten rules, namely rules that regulate moral systems, propriety, accuracy and prudence that a person should have in the association of life in society or towards the property of citizens. The unlawful element is satisfied if it meets the following conditions: (1) contrary to the subjective rights of others (inbreuk of eensondersrecht); (2) contrary to the legal obligations of the Perpetrator himself; (3) contrary to decency; and (4) contrary to propriety, thoroughness and prudence;
c. Element of Error
   The element of guilt in an act is actually not much different from the element of being against the law, this element emphasizes the combination of the two elements above where the act (which includes willfulness or negligence) that meets the elements against the law. The element of error is used to state that a person is declared responsible for the adverse consequences that occur due to his wrongful actions. Based on the law and jurisprudence of an act in order to fall into the category of being unlawful, there must be an element of guilt (schuld) in committing the act.
d. Elements of Loss
   Article 1365 of the Civil Code specifies the obligation of the perpetrator of the unlawful act to pay compensation, but there is no further arrangement regarding the compensation. Article 1371 subsection (2) of the Civil Code provides little guidance for it by stating: "also this indemnity is valued according to the position and ability of both parties and according to the circumstances". Further guidelines can be found in Article 1372 subsection (2) of the Civil Code which states: "In assessing one or the other, the judge shall pay attention to the severity of the contempt, as well as the rank, position and ability of both parties, and on the circumstances".
e. The Existence of a Causal Relationship between Deeds and Losses
   There are two teachings related to causal relationships, namely: (1) the theory of conditio sine qua non; The essence of this teaching is: each problem, which is a condition for the onset of an effect, is a cause of effect; and (2) the adaequateveroorzaking theory; This theory teaches that actions that should be considered as the cause of the effect that arises are actions that are balanced with the effect. The basis for determining a "balanced deed" is a feasible calculation, that is, according to common sense it is reasonably foreseeable that the deed may have certain consequences.

In the event that the Theory of legal liability based on errors does not provide maximum protection of the consumer,[23]because consumers have two difficulties in filing a lawsuit with business actors. The two difficulties are: (a) the necessity of a contractual relationship; and (b) the business actor's argument that consumer losses are caused by damage to goods that are unknown or unforeseeable, so that the element of guilt is not proven.[24]

The concept of responsibility based on mistakes does not last long because the burden of proving the elements of guilt placed on consumers is considered unfair, because consumers do not know the *duty of care* that should be better known by business actors. The existence *of duty of care* in each of these business fields then influences the birth of the theory of professional responsibility for malpractice which is also based on the principle of responsibility based on mistakes.[25]

According to the professional doctrine of malpractice, a person who is considered professional will be obliged to the other party a duty to guarantee his professionalism that he has met certain standards of ability in accordance with the level of professionalism in the field.[26]This concept of professional responsibility is applied with specific training and permits / licenses as proof of ownership of a higher level of skill than other non-professional parties.

Jiwasraya in this case has the responsibility as an insurance company (insurer) to fulfill the achievements of its customers as the insured party. Difficult conditions like this make this responsibility not only the responsibility of Jiwasraya but also the responsibility of the Ministry of SOEs as shareholders and also the OJK as a regulator and supervisor of financial services activities in the insurance sector

The principle of product responsibility in UUPK is increasingly clearly different from the principle of absolute responsibility. Pis an absolute responsibility when compared to the principle of absolute responsibility that has been applied in the environmental field, namely in Law No. 23 of 1997 concerning Environmental Management, Law No. 5 of 1983 concerning Indonesia's Exclusive Economic Zone, and Law No. 10 of 1997 concerning Power.

The three Acts expressly include some qualifications such as "using hazardous materials", "being absolutely liable for losses incurred", "paying instantly", or in the Law on Exclusive Economic Zones that use the words "bear absolute responsibility" and "limits on the maximum amount".[27]

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[23] Junus, Nirwan, and Karlin Z. Mamu. "Pelatihan Pemanfaatan Bahan Pisang Sebagai Makanan Pendamping Air Susu Ibu Dalam Pencegahan Stunting Di DesaLamu." *DAS SEIN: Jurnal Pengabdian Hukum dan Humaniora* 2.1 (2022): 1-12.

[24] Edmon Makarim, *Tanggung Jawab Hukum PenyelenggaraSistemElektronik*, Rajawali Pers, Jakarta, 2010. Pp. 248

[25] Usman, Mohamad Firmansyah, and NirwanJunus. "Urgensi pengaturan E-Voting dalam pelaksanaan pemilihan kepala daerah serentak." *Widya Yuridika: Jurnal Hukum* 4.1 (2021): 253-268.

[26] *Ibid*

[27] Zulham, *Hukum Perlindungan Konsumen,* (Jakarta : Kencana) 2013. Pp. 102

The principle of product responsibility in Law No. 8 of 1999 concerning Consumer Protection, is a modification of the principle of responsibility based on the error in substance of consumer protection law internationally has changed from a law with a repressive character, in the form of the principle of fault-based liability to the principle of responsibility that is partial or responsive to the interests of consumers in the form of absolute responsibility (strict strict liability) liability). This is done to deal with the development of trade that continues to go global to protect consumer rights.

The application of the Principle of Absolute Responsibility in insurance regarding product liability, the victim/consumer who will demand compensation is basically only required to show three things: first, that the product has been defective at the time it was submitted by the manufacturer;second, that the defect has caused or contributed to the loss/accident; third, the presence of losses. However, it is also generally recognized that the victim/consumer must show that at the time of the loss, the product is in principle in a state like when it was handed over by the manufacturer. The importance of the law on product liability that adheres to the principle of absolute responsibility (stict liability) in anticipating the tendency of today's world to pay more attention to consumer protection from losses suffered due to defective products.

This is because the current legal system is seen as too favorable for producers, while producers have a stronger economic position. Absolute responsibility is a system of responsibility that is not based on the fault of the manufacturer (strict product liability).[28] Therefore, the rationale of the formation of absolute responsibility is also contrary to the ideology and thinking of the theory of responsibility based on errors.

### 4. Conclusion

when the company defaults on the Incapacity of PT. AsuransiJiwasraya in fulfilling its obligations can be said to be an act of default and includes violations of Law Number 40 of 2014 Article 31 paragraph (3) which explains that insurance companies are required to handle claims and complaints through a fast, simple, accessible, and fair process and also violate Article 31 paragraph (4) which states that insurance companies are prohibited from taking actions that can slow down the settlement or payment of claims, or not doing the action that should have been done. Due to the absence of an article regarding legal liability in the Super Jiwasraya Plan insurance policy, violations of Article 31 paragraphs (3) and (4) should be the basis for sanctions to be imposed on insurance companies contained in Article 71 in the form of written warnings, restrictions on business activities for part or all of business activities, prohibitions on marketing insurance products or sharia insurance products for certain business lines, business license revocation, administrative fines.

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