RINGKASAN

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Pertanggungjawaban Perusahaan Asuransi Jiwa Terhadap Kerugian Konsumen
(Dr. Marlia Sastro, S.H., M.Hum. dan Arif Rahman, S.H., M.H.)

Perusahaan asuransi jiwa memiliki kewajiban mutlak untuk memenuhi pembayaran klaim berdasarkan itikad baik dan putusan hukum yang mengikat, Pasal 1338 KUHPerdata dan Pasal 11 UU No. 40 Tahun 2014 tentang Perasuransian dan mewajibkan kepatuhan kontrak, namun kenyataannya terjadi pengabaian putusan *inkracht* yang melanggar Pasal 4 UU No. 8 Tahun 1999 tentang hak-hak konsumen dan Perlimdungan Konsumen. Dalam ketentuan tersebut ditegaskan bahwa perusahaan asuransi wajib melaksanakan kewajibannya dengan iktikad baik. Namun faktanya masih terdapat pengabaian eksekusi yang merugikan hak-hak pemegang polis. Ketidaksesuaian antara norma kewajiban kontraktual dengan praktik pembangkangan terhadap putusan pengadilan yang telah *inkracht* ini memunculkan sengketa yang merusak tatanan perlindungan konsumen.

Penelitian ini bertujuan untuk menganalisis pertanggungjawaban hukum perusahaan asuransi jiwa terhadap pemegang polis atas penolakan pembayaran klaim yang telah diputus berkekuatan hukum tetap, serta mengetahui akibat hukum bagi perusahaan asuransi yang tidak melaksanakan kewajiban pembayaran klaim berdasarkan putusan pengadilan.

Penelitian ini menggunakan metode yuridis normatif dengan pendekatan perundang-undangan dan pendekatan kasus *(case approach)*. Data yang digunakan berupa data sekunder yang terdiri dari bahan hukum primer, sekunder, dan tersier yang diperoleh melalui studi kepustakaan dan dianalisis secara kualitatif.

Hasil penelitian ini menunjukkan bahwa pertanggungjawaban hukum perusahaan asuransi jiwa atas penolakan pembayaran klaim yang telah berkekuatan hukum tetap merupakan kewajiban berdasarkan perjanjian dalam Pasal 1338 KUHPerdata, Pasal 246 KUHD, Pasal 11 ayat (1) UU No. 40 Tahun 2014, serta Pasal 7 dan Pasal 19 UU No. 8 Tahun 1999. Putusan pengadilan yang telah *inkracht* wajib dilaksanakan dan dapat dieksekusi berdasarkan Pasal 195 HIR apabila tidak dipenuhi secara sukarela. Ketidakpatuhan perusahaan asuransi menimbulkan konsekuensi hukum berupa kewajiban tetap membayar uang pertanggungan beserta bunga dan biaya perkara, kemungkinan eksekusi paksa, serta tanggung jawab hukum lanjutan berupa wanprestasi berdasarkan Pasal 1243 KUHPerdata atau perbuatan melawan hukum menurut Pasal 1365 KUHPerdata, disertai potensi sanksi administratif di bidang perasuransian.

Disarankan agar perusahaan asuransi jiwa menerapkan mekanisme kepatuhan internal yang tegas untuk melaksanakan putusan pengadilan secara tepat waktu, serta otoritas pengawas memperkuat pengawasan dan sanksi administratif guna menjamin kepastian hukum dan perlindungan hak pemegang polis.

Kata Kunci : *Pertanggungjawaban, Perusahaan Asuransi, Kerugian Konsumen.*

SUMMARY

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Legal Liability of Life Insurance Companies for Consumer Losses
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Life insurance companies have an absolute obligation to fulfill claim payments based on the principle of good faith and legally binding court decisions. Article 1338 of the Indonesian Civil Code (KUHPerdata) and Article 11 of Law 40 of 2014 on Insurance require compliance with contractual obligations. However, in practice, there have been instances of non-compliance with final and binding (inkracht) court judgments, constituting a violation of Article 4 of Law Number 8 of 1999 on Consumer Protection. This persistent failure to execute binding court decisions has caused significant harm to policyholders' rights. The inconsistency between the legal obligation to honor contractual commitments and the practice of disregarding final court judgments has given rise to disputes that undermine the framework of consumer protection.

This study aims to analyze the legal liability of life insurance companies toward policyholders for the refusal to pay insurance claims that have been decided with final and binding legal force, as well as to examine the legal consequences for insurance companies that fail to fulfill their obligation to pay such claims based on court decisions.

This research employs a normative juridical method with statutory and case approaches. The data used consist of secondary data, including primary, secondary, and tertiary legal materials obtained through library research and analyzed qualitatively.

The results of this study indicate that the legal liability of life insurance companies for refusing to pay claims that have obtained final and binding legal force constitutes an obligation based on the agreement as stipulated in Article 1338 of the Indonesian Civil Code, Article 246 of the Indonesian Commercial Code, Article 11 paragraph (1) of Law 40 of 2014 concerning Insurance, as well as Articles 7 and 19 of Law 8 of 1999 concerning Consumer Protection. Court decisions that have obtained permanent legal force must be implemented and may be executed based on Article 195 of the HIR if they are not fulfilled voluntarily. Non-compliance by insurance companies may lead to legal consequences in the form of the obligation to pay the insured amount along with interest and court costs, the possibility of forced execution, and further legal liability in the form of breach of contract under Article 1243 of the Indonesian Civil Code or unlawful acts under Article 1365 of the Indonesian Civil Code, as well as the potential imposition of administrative sanctions in the insurance sector.

It is recommended that life insurance companies implement strict internal compliance mechanisms to ensure the timely execution of court decisions, and that supervisory authorities strengthen monitoring and administrative sanctions in order to guarantee legal certainty and the protection of policyholders' rights..

Keywords: ***Liability, Insurance Companies, Consumer Losses.***