

Penerapan prinsip utmost good faith dan kebijakan ex gratia payment oleh perusahaan asuransi dalam penyelesaian sengketa klaim asuransi studi putusan nomor 21 pdt g 2011 pn kag = Application of utmost good faith principle and ex gratia payment policy by the insurance company in insurance claim dispute resolution study on court decision no 21 pdt g 2011 pn kag / Quinissa Putrirezhy

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Abstrak

Pelanggaran terhadap prinsip utmost good faith seringkali menjadi permasalahan seperti dalam kasus yang terjadi antara Muhammad Idris, seorang ahli waris dari nasabah Bank BRI dan peserta asuransi Bringin Life, Ibrahim Idris, dengan Bank BRI. Bringin Life menolak klaim asuransi terkait dengan alasan pelanggaran terhadap prinsip utmost good faith karena Ibrahim Idris telah menyembunyikan riwayat kesehatannya dalam pengisian surat pernyataan kesehatan, yang diduga diisi oleh pihak Bank BRI. Bringin Life pada akhirnya memberikan pembayaran klaim secara ex gratia sebesar lima ratus juta rupiah melalui Bank BRI dan telah diterima oleh Muhammad Idris. Muhammad Idris kemudian menggugat Bank BRI untuk membayar ganti kerugian karena Bank BRI telah melakukan kelalaian yang menyebabkan kerugian. Penelitian ini dimaksudkan untuk mengetahui dasar pertimbangan hukum dari hakim dalam putusan Nomor 21/PDT.G/2011/PN.KAG terkait dengan prinsip utmost good faith, dasar dalam memberikan ex gratia payment, serta status hak untuk mengajukan klaim setelah pembayaran secara ex gratia dilakukan. Penelitian dilakukan dengan metode penelitian yuridis-normatif dengan menggunakan data sekunder berupa studi pustaka dan wawancara dengan narasumber. Berdasarkan hasil analisis dalam penelitian ini diperoleh kesimpulan bahwa dalam penerapan prinsip itikad paling baik (utmost good faith), pertimbangan hukum dari hakim dirasa kurang tepat mengingat Ibrahim Idris lah yang menandatangani surat pernyataan kesehatan. Dasar pemberian ex gratia payment sendiri bisa bermacam-macam, salah satunya adalah pertimbangan bisnis. Selain itu, setelah mendapatkan ex gratia payment, idealnya tidak boleh lagi ada tuntutan terkait klaim tersebut di kemudian hari Violation of utmost good faith principle often brings up some problems, just like in a case which occurred between Muhammad Idris, the heir of Bank BRI customer and the insured of Bringin Life, Ibrahim Idris, with Bank BRI. Bringin Life rejected the related claim because of the violation of the utmost good faith principle as Ibrahim Idris had hid his health history in filling the health statement, which is allegedly filled by Bank BRI. At the end, Bringin Life gave an ex gratia payment of five hundred million through Bank BRI and it was received by Muhammad Idris. Muhamnad Idris then prosecuted Bank BRI to pay a sum of money due to Bank BRI's negligence which led to loss. This study aimed to determine the law consideration by the judges in court decision no. 21/PDT.G/2011/PN.KAG related to utmost good faith principle, the basic reasons for giving ex gratia payment, and the status of rights to claim after the ex gratia payment has been paid. Research is conducted by the juridical-normative research methods using secondary data from the study of documents and interviews with sources. Based on the analysis in this study, it can be concluded that in applying the utmost good faith principle, the law consideration by the judge is less appropriate considering that Ibrahim Idris was the one who signed the health statement. The basic reasons for giving ex gratia payment can vary which one

of them is business consideration. Moreover, after receiving an ex gratia payment, ideally there should be no more claims related to it in the future.