

Penerapan Prinsip Utmost Good Faith dalam Perkara Klaim Asuransi Jiwa (Studi Kasus Putusan Pengadilan Negeri Nomor 3/PDT.G/2021/PN BJM dan Pengadilan Tinggi Nomor 50/PDT/2021/PT BJM) = Application Of Utmost Good Faith Principles In Life Insurance Claims Case (Case Study Of District Court Decision Number 3/PDT.G/2021/PN BJM and High Court Number 50/PDT/2021/PT BJM)

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Abstrak

Tesis ini membahas penerapan prinsip utmost good faith dalam perkara klaim asuransi jiwa antara Risma Wardah dan Hanif Azhar melawan PT AXA Mandiri Financial Services dengan permasalahan mengenai penerapan prinsip utmost good faith dalam perkara klaim asuransi jiwa pada kasus terkait serta pertimbangan hukum dari hakim pada pengadilan negeri dan pengadilan tinggi atas prinsip utmost good faith pada kasus terkait. Metode penelitian dan teori hukum yang digunakan dalam menjawab permasalahan adalah metode penelitian yuridis normatif, teori hukum positif analitis dan teori pembuktian positif. Hasil penelitian menunjukkan bahwa prinsip utmost good faith tidak dilaksanakan oleh Tertanggung karena tidak memberikan keterangan secara benar terhadap riwayat kesehatannya dalam pengisian SPAJ dan berakibat pada batalnya perjanjian asuransi berdasarkan Pasal 251 KUHD. Pertimbangan hukum dari hakim dalam putusan Pengadilan Negeri Banjarmasin Nomor 3/PDT.G/2021/PN BJM dan putusan Pengadilan Tinggi Banjarmasin Nomor 50/PDT/2021/PT BJM tidak tepat karena telah mengesampingkan prinsip utmost good faith.

.....This thesis discusses the implementation of the principle of utmost good faith in the case of life insurance claims between Risma Wardah and Hanif Azhar against PT AXA Mandiri Financial Services with issues regarding the application of the principle of utmost good faith in the related case, as well as legal considerations from the judge in the district court and the high court on the principle of utmost good faith in the related case. The research method and legal theory used in addressing the problem are the normative juridical research method, the analytical positive legal theory and the positive proof theory. The research results show that the principle of utmost good faith was not carried out by the Insured because they did not provide correct information about their health history in the Life Insurance Request Letter (SPAJ) form and this resulted in the cancellation of the insurance agreement based on Article 251 of the Book of Commercial Law (KUHD). The legal considerations of the judge in the District Court of Banjarmasin decision number 3/PDT.G/2021/PN BJM and the High Court of Banjarmasin decision number 50/PDT/2021/PT BJM are not appropriate because they have disregarded the principle of utmost good faith.