

Analisis Implementasi Prinsip Subrogasi dalam Sengketa dengan Besaran Kerugian yang Melebihi Ganti Rugi yang Diterima (Studi Kasus Putusan No. 139/PDT.G/2022/PN JKT. BRT.) = Analysis of the Implementation of the Subrogation Principle in Disputes with the Amount of Loss Exceeding the Indemnification Received (Case Study of Decision No. 139/PDT.G/2022/PN JKT. BRT).

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Abstrak

Skripsi ini membahas mengenai implementasi prinsip subrogasi pada perkara antara PT Margo Indonesia Servicestama ("PT MIS") melawan PT Chandra Asri Petrochemical, Tbk. ("PT CAP"). Pada perkara ini PT MIS mengajukan bahwa ia berhak atas pengembalian uang yang dibayarkannya kepada PT CAP karena ia merasa PT CAP telah melanggar prinsip subrogasi dengan tetap menerima pembayaran dari PT MIS sedangkan ia telah mendapatkan pembayaran atas klaim ganti rugi yang ia lakukan ke perusahaan asuransi yakni PT Mandiri Axa General Insurance. Namun PT CAP berpendapat bahwa ia tidak melanggar karena kerugian lebih besar dari yang didapatkan dari keduanya. Subrogasi merupakan salah satu prinsip utama yang memiliki peran penting dalam asuransi terutama dalam hal kerugian terhadap suatu barang yang menjadi objek asuransi disebabkan oleh pihak ketiga diluar perjanjian asuransi. Prinsip subrogasi dalam asuransi memungkinkan perusahaan asuransi untuk menggantikan hak-hak tertentu dari tertanggung setelah mengganti kerugian yang dialami olehnya. Berdasarkan penelitian ditemukan bahwa (1) pengimplementasian prinsip subrogasi pada perkara ini belum diterapkan dengan baik sesuai dengan ketentuan yang mengatur mengenai prinsip subrogasi oleh majelis hakim. (2) terdapat inkonsistensi pertimbangan majelis hakim dalam membuat keputusan dalam perkara ini.

.....This thesis examines the implementation of the principle of subrogation in the case between PT Margo Indonesia Servicestama ("PT MIS") against PT Chandra Asri Petrochemical, Tbk. ("PT CAP"). In this case, PT MIS submitted that it was entitled to a refund of the money it paid to PT CAP because it felt that PT CAP had violated the principle of subrogation by continuing to receive payment from PT MIS while it had received payment for the compensation claim it made to the insurance company, PT Mandiri Axa General Insurance. However, PT CAP argued that it had not violated the subrogation principle because the loss was greater than that obtained from both of them. Subrogation is one of the main principles that has an important role in insurance, especially in the event of a loss to an item that is the object of insurance caused by a third party outside the insurance agreement. The principle of subrogation in insurance allows the insurance company to replace certain rights of the insured after replacing the losses suffered by him. Based on the research, it was found that (1) the implementation of the principle of subrogation in this case has not been applied properly in accordance with the provisions governing the principle of subrogation by the panel of judges. (2) there are inconsistencies in the consideration of the panel of judges in making decisions in this case.