

Penerapan Prinsip Insurable Interest dan Contribution dalam Penolakan Klaim Asuransi Marine Cargo (Studi Kasus Putusan Perkara Nomor 861/Pdt.G/2019/P N.MDN) = The Application of Insurable Interest and Contribution Principles in the Rejection of Marine Cargo Insurance Claims (Case Study of Court Decision No. 861/Pdt.G/2019/PN.MDN)

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Abstrak

Tulisan ini menganalisis pertimbangan hukum dalam Putusan Pengadilan Negeri Medan Nomor 861/Pdt.G/2019/PN.Mdn yang memerintahkan PT Asuransi Asoka Mas untuk membayar ganti kerugian (klaim) kepada CV. Benua Swadaya Makmur, ditinjau dari prinsip Insurable Interest dan Contribution. Tulisan ini disusun dengan menggunakan metode penelitian doktrinal. Penelitian ini menyoroti bahwa sengketa terjadi karena objek pertanggungan memiliki dua asuransi dari perusahaan berbeda dan objek tersebut bukan milik CV. Benua Swadaya Makmur. Oleh karena itu, penelitian lebih lanjut diperlukan untuk mengevaluasi penerapan kedua prinsip ini. Hasil penelitian menunjukkan bahwa penerapan prinsip Insurable Interest telah sesuai, mengingat hubungan hukum antara tertanggung dan objek pertanggungan. Namun, penerapan prinsip Contribution dalam putusan hakim dinilai kurang tepat. Sebaiknya, prinsip Contribution diterapkan dengan membagi tanggung jawab antara kedua perusahaan asuransi yang menanggung objek pertanggungan, untuk mencerminkan keadilan dan proporsionalitas dalam pengelolaan klaim asuransi.This paper analyzes the legal considerations in the Medan District Court Decision No. 861/Pdt.G/2019/PN.Mdn, which ordered PT Asuransi Asoka Mas to pay compensation (claims) to CV. Benua Swadaya Makmur, as examined through the principles of Insurable Interest and Contribution. The study employs a doctrinal research method to assess the issues at hand. It highlights that the dispute arose because the insured object was covered by two insurance policies from different companies and was not owned by CV. Benua Swadaya Makmur. Therefore, further analysis is required to evaluate the application of these principles. The findings reveal that the application of the principle of Insurable Interest was appropriate, given the legal relationship between the insured party and the insured object. However, the application of the principle of Contribution in the court's decision was deemed inadequate. It is recommended that the principle of Contribution be applied by allocating liability between the two insurance companies covering the insured object, thereby ensuring fairness and proportionality in claim management.