

# Widiarty, Wiwik Sri ( Legal Protection of Consumers in Insurance Agreements Generally and Especially Marine Hull Insurance as One of Indonesia's Economic Development )

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**Submission date:** 21-Feb-2024 11:07AM (UTC+0700)

**Submission ID:** 2300253022

**File name:** LegalProtectionOfConsumersIn.pdf (233.54K)

**Word count:** 7532

**Character count:** 41072

# Legal Protection Of Consumers In Insurance Agreements Generally And Especially Marine Hull Insurance As One Of Indonesia's Economic Development

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## ARTICLE INFO

*Article history:*  
Received 31 Ags 2022  
Revised 6 Sept 2022  
Accepted 13 Sept 2022

*Keywords:*  
Legal Protection, Insurance  
Agreements, Marine Hull  
Insurance, Indonesia's Economic  
Development

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## ABSTRACT

This study aims to determine consumer legal protection in general insurance agreements and special marine creep insurance as one of Indonesia's economic development. This research is a mixed research method (mix method), namely normative juridical and empirical juridical. Data collection techniques Primary, secondary, and tertiary legal sources are among the legal materials studied and evaluated in this normative legal study. The results of the study show that legal protection for consumers in insurance agreements and practices is generally regulated in the Civil Code, the Commercial Code, Law No. 40 of 2014 concerning Insurance Business and the Consumer Protection Act which each of these rules contains related to the legal protection of insurance agreements. Legal protection for insurance customers, the insurance (guarantor) will provide compensation to the insured (customer) in accordance with the methods and conditions contained in the policy. Against losses resulting from guaranteed risks such as property losses resulting from a hazard or disaster.

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## I. Introduction

Indonesia is an archipelagic country located at the crossroads of the Asian Continent and the Australian Continent. Indonesia sebagai negara maritim terbesar di dunia yang two-thirds of its territory is water. The consequences of the maritime nature lead to the realization of shipping activities on the territory of Indonesia. The sea is used as a means of meeting the needs of life and a source of livelihood. Indonesia as an archipelagic country in building the economy will always be based on shipping activities aimed at the growth and development of the Indonesian economy or trade in particular[6]

Activities at sea certainly cannot be separated from the mode of transportation that can be used at sea itself, namely ships. Sea vessels are the main support tool for all activities that can be carried out at sea where there are many numbers and types of ships used for various purposes both private and commercial. The increase in seafaring activities itself also certainly increases the risks that can occur in activities at sea, especially the risks that can be experienced by ships as a mode of transportation main used to carry out activities at sea [12].

Increased activity at sea can also increase the risks that can be experienced by ships as the main mode of transportation to carry out activities at sea. Risiko is defined as suatu kejadian yang tidak terduga sebelumnya yang terjadi secara tiba-tiba and menimbulkan kerugian. Business actors atau individu- individu yang bergerak di bidang aktivitas laut should pay attention to risiko yang timbul and faktor pemicu occurrence suatu kejadian yang tidak terduga [6].

Pelayaran tidak dapat menjamin kapal terbebas dari suatu risiko that will happen. One of the efforts made in dealing with risks is mengasuransikan kapal dengan pihak asuransi. Pengalihan risiko melalui perjanjian asuransi di Indonesia diatur dalam Undang-Undang Nomor 40 Tahun 2014 tentang Perasuransian (UU Perasuransian) dan Article 246 Kitab Undang-Undang Law Dagang (KUHD) which explains bahwa asuransi adalah suatu perjanjian performed seorang penanggung mengikatkan diri kepada seorang tertanggung dengan menerima suatu premi for memberikan penggantian karena suatu kerugian, kerusakan, atau kehilangan keuntungan resulting from a peristiwa. The application of regulations in the shipping sector must be implemented optimally to anticipate the occurrence of unwanted risks [6]

Insurance is one of the elements of stability over the risk of losses that occur, so insurance institutions have a very large influence on economic activities. Pengalihan risiko melalui perjanjian asuransi is also regulated dalam Article 1 of the Perasuransian Act which explains that perjanjian menjadi dasar penerimaan premi oleh perusahaan asuransi sebagai imbalan for memberikan penggantian kepada pemegang polis due to kerugian, kerusakan, biaya yang timbul, kehilangan keuntungan, atau tanggung jawab law kepada pihak ketiga yang mungkin diderita karena terjadinya suatu peristiwa. The insurance company will memberikan pembayaran yang didasarkan pada live and meninggalnya tertanggung dengan besarnya benefit telah ditetapkan dan didasarkan pada hasil pengelolaan dana. A new insurance agreement can be implemented when something happens that poses a risk and causes losses to the insured [6]

One of the ways of risk management that is often carried out by business actors related to shipping, namely by closing marine accident insurance or sea losses as in Article 41 Paragraph 3 of Law No.17 Year 2008 on Sailing. The goal is that if there is a risk, business actors can reduce or divide the risk of responsibility that may occur, or transfer all risks to the company insurance, as well as the function of insurance, namely transfer of risk and distribution of risk.

Nowadays, the insurance agreement is already a standard agreement and is stated in a deed called a policy, which is a letter of agreement between the insured and the insurer. Policy is a legal guarantor certainty that will be accepted by parties who bind themselves in an insurance agreement containing rights and obligations that must be overcome by both split parties. Based on the content of the policy which contains the rights and obligations of the parties, the insurance company is responsible for indemnifying losses that occur as a result of events that can damage or obliterate the insured object in the insurance agreement [15].

The amount of risk borne can no longer afford to bear the burden of the risk experienced. Therefore, to anticipate this, the insurance company carries out a reinsurance agreement system with the aim of spreading or sharing risks so that the burden it bears become lighter so that it does not suffer losses that can endanger the business continuity of insurance companies [15].

Insurance In terms of Settlement of Marine Hull and Machine Insurance Claims in Indonesia, there are two insurance claim cases that are decided differently by judges in court, giving rise to multiple interpretations of the law, namely:

1. Dispute between PT Asuransi Purna Artanugraha and PT Bumi Shipmanagement over insurance claims. The insured's claim was rejected by the insurance company (Commercial Cassation Registration at the Supreme Court of the Republic of Indonesia No. 25/Cash/Bankruptcy/2004/PN. Niaga.Jkt.Pst and received by the Supreme Court of the Republic of Indonesia No. 01 K/N/2005 Stairs December 24, 2004., 2004). In the middle of the sea near Nicobar Island, a ship owned by PT Bumi Shipmanagement caught fire. This Marine Hull and Machinery Insurance claim was filed with the Central Jakarta District Court in 2013, the Jakarta High Court in 2014, and the Supreme Court (cassation) in 2015. This is due to the Insurer's denial of the claim.<sup>1</sup> In the Central Jakarta District Decision until the Supreme Court Cassation Decision,<sup>2</sup> PT Asuransi Purna Artanugraha was fined US\$ 3,000,000 for the Constructive Total Loss insurance claim and US\$ 1,000,000 for the Value Increase claim. The insured, as well as a moratorium interest of US\$ 1,440,000. (About ten years in this case)

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2. Dispute between PT Pelayaran Manalagi and PT Asuransi Harta Aman Pratama Tbk over insurance claims. The insured's ship fire claim was rejected by the insurance company, causing problems. In fact, the Surabaya-based company is bound by a one-year insurance contract with Marine Hull and Machinery Policy which began on October 31, 2005. The corporation demanded damages of US\$843,200. The value is calculated by subtracting the cost of selling shipwrecks worth US\$ 356,800 from the claim value of US\$ 1.2 million. In addition, the insured party sued US\$14.396 million for possible loss of profits from 2007 to 2009. Because the insured's actions were successful both in PN and in the insurance company was ordered to make payment of sum insured and other additional costs. However, in 2007-2009, the compensation award for possible loss of profits was US\$14.396 million. The insurance company was given a penalty for making payment of sum insured and related costs after PT Pelayaran Manalagi's lawsuit was won in PN and at the appeal level (In Cassation Level With Case Decision No. 193K/Pdt/2012 Dated January 14, 2013., 2013). The proposed exceptions are mostly related to English law applied in the insurance industry. As a result, insurance companies are angry that material and formal legislation must be based on English law, which implies that courts should be located in the UK rather than in Indonesia [6]. (case completed about 5 years).

Thus, as evidenced by the two Marine Hull And Machinery Insurance cases discussed above, the insured as an insurance consumer wishes to settle the matter in a general court. On the one hand, the Panel of Judges grants the insured's claim, while on the other hand, the Panel of Judges grants the insurance company's claim as the insurer. In these two circumstances, it can be claimed that the insured prefers the legal route to court if his claim is rejected by the insurer (insurance company), rather than arbitration, where the business matter is can be resolved in a closed, simple, fast, and low-cost manner through arbitration.

As a result, the settlement of insurance claims can take a long time even months to years. In this scenario, there is a loophole where, on the one hand, the policy contract is required to be used and, on the other hand, the policy contract is not required to be used. English Law [22]. In the example above, insurance is provided by an Indonesian policy. An insurance contract is drawn up between two parties who are equally interested in the result: the insurer and the insured. Insurance is one of the elements of stability over the risk of losses that occur, so insurance institutions have a very large influence on economic activities. Insurance companies as financial institutions in the field of insurance have a positive impact and benefits for society, companies, and economic development in the country of Indonesia. In Indonesia, insurance is one of the pillars of the economic pace supervised by the Financial Services Authority (OJK) [8].

Insurance companies as financial institutions in the field of insurance have a positive impact and benefits for society, companies, and economic development in the State of Indonesia (Amriani, 2012). In Indonesia, insurance is one of the pillars of the economic pace supervised by the Financial Services Authority (OJK) [8]. Another problem is that the insurance business cannot be separated from the problem of fraud in the insurance. Fraud that occurs in the field of insurance can be done starting from the application for registration and also in the process of submitting claims that have a target for financial gain [18]

The insurance agreement occurs due to two people who have interests who are hereinafter referred to as insurers (Insurer Underwriter) and insured (Assured). Insurance institutions, in all their forms, have a significant impact on economic activity because insurance provides a level of protection against all potential losses. In this case, the government must supervise the insurance business activities supervised by the Financial Services Authority (OJK), based on Article 31 of POJK No. 2/POJK/2011 concerning Consumer Protection. (OJK Regulation Number 21/POJK/2011 concerning Consumer Protection in the Financial Services Sector, 2011), and the FSA must work to ensure that the insurance industry has a level playing field. The government then issued Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection to ensure legal certainty in providing consumer protection (*CONSUMER PROTECTION ACCORDING TO LAW NO. 8 OF 1999*, 2021). Although this law emphasizes consumers, it does not mean that the law will necessarily affect corporate actors in their daily operations. By referring to this law, business actors can learn how to improve the quality of their products and services (*CONSUMER PROTECTION ACCORDING TO LAW NO. 8 OF 1999*, 2021).

To minimize multi-interpretation among consumers and insurance, it is necessary to function the Financial Services Authority to regulate how legal cases are handled, both through international, national arbitration processes. as well as through the court (FN & Rinitami

Njatrijani, 2016). Because the Insured who signs the Marine Hull and Machinery Insurance Agreement often does not understand the rights that should be guaranteed as the Insured, the understanding of the settlement of Insurance claims Marine Hull and Machinery are very important, as well as their obligations. that must be fulfilled. They must be fulfilled to obtain their rights, including when filing a claim with an insurance company [7]

This study was conducted with the aim of ensuring consumer protection through insurance rules, especially in the payment of shipping insurance claims, as part of Indonesia's economic development initiatives. And [10] comparative analysis with several countries at the ASEAN level, such as the United Kingdom, Singapore, Malaysia, the Philippines. Knowledge of the settlement of claims of Marine Hull and Machinery Insurance is very important, because many insured or customers who enter into this insurance agreement do not know the rights that must be guaranteed, as well as obligations that must be fulfilled [13]. To access these rights, you must make a claim to the insurance company, the Marine Hull Insurance Agreement is always written under English law in its clauses, however, in practice, there are cases where courts refuse to try cases in Indonesia, but there are also those that try cases in Indonesia based on Indonesian law[10].

Consumer protection is any effort that guarantees legal certainty to provide protection to consumers. Law Number 8 of 1999 concerning Consumer Protection is formulated by referring to the philosophy of national development in order to build the whole Indonesian people based on the philosophy of statehood of the Republic of Indonesia, namely the basis of the state of Pancasila and the state constitution. The Law on Consumer Protection (UUPK) is an umbrella that integrates and strengthens law enforcement in the field of consumer protection, and does not deny that there is still open possibility the formation of a new law that basically contains provisions that protect consumers [14]

In addition to UUPK, there are rules governing consumer protection in the financial services sector, namely POJK No. 1/POJK.07/2013. The birth of Law Number 8 of 1999 concerning Consumer Protection, and strengthened again by the Financial Services Authority Regulation Number: 1 / POJK.07 / 2013 concerning Consumer Protection in the Service Sector It is hoped that consumer protection efforts in Indonesia, which have been considered less considered, can be paid more attention to (Sutedi, 2012).[15] The goal is to increase the dignity and awareness of consumers and indirectly encourage business actors in carrying out their business activities with a sense of responsibility.

Economic development requires appropriate investment support, which requires a concerted effort to move investment funds, from public resources. The insurance industry is one of the industries that is used to collect people's income. Efforts made by insurance companies Premium income can be used to raise funds used to fund this fundraiser [16]. The return value of insurance premiums paid, especially for Marine Hull insurance, can be very promising [13].

According to the author, there is a causal relationship between insurance and economic growth. Economic growth drives insurance growth, and insurance growth drives economic growth. In the face of increasingly fierce competition, there is one of the various strategies that insurance companies can use is to focus on strong and healthy financial success [13].

The following are some of the previous dissertation studies carried out according to the theme chosen by the researcher:

1. In 2014, Hamzah completed a dissertation entitled Consumer Protection in Indonesia : A Study of Product Responsibility Insurance Needs at the University of Indonesia. Study Objectives The purpose of the study is to find out and analyze whether product liability insurance plays an important role in protecting the interests of consumers. Product liability insurance, according to Novelty, is one of the most important mechanisms in consumer protection [8][18].
2. David Tobing's 2015 dissertation, "Investment-Based Insurance Arrangements in Relation to Legal Protection of Policyholders in Indonesia", was finalized at the University of Indonesia. The purpose of this study is to find out the meaning of investment-based insurance in Indonesia and how it relates to legal protection for investment-based insurance policyholders. Product liability insurance, according to Novelty, is one of the important instruments in consumer protection [23].
3. In 2011, Laode Rudita completed a dissertation on Intellectual Rights and Consumer Protection at the University of Indonesia. The purpose of this study is to look at a protection system that does not rely on reputation protection, as in the TRIPS agreement, which means

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that protection is only relevant to defend the interests of producers in improving their products. Goods protected with geographical indications, not consumer goods with geographical indications, which are the focus of protection [17].

## II. Method

This research is a mixed research method (mix metode), namely normative juridical and empirical juridical. Data collection techniques Primary, secondary, and tertiary sources of law are one of the legal materials studied and evaluated in this normative legal study (Civil Code, translated by 2004, Art. 1132., 2004). Secondary data are collected in the library by sorting through the existing legal literature and categorizing it according to the research topic. The act of organizing and classifying data into basic patterns, classifications, and units of description to find a theme is known as data analysis (Civil Code, translated by 2004, Articles 1131, 2004).

## III. Results and Discussion

### *A. Consumer Legal Protection of Insurance Financial Services Institutions in General*

Insurance is an agreement between the insurer and the insured that obliges the insured to pay a certain amount of premium to provide reimbursement for the risk of loss, damage, death, or loss of expected profits, which may occur due to unforeseen events. The insurance business is a mechanism that provides protection to the insured in the event of risks in the future. If the risk actually occurs, the insured party will get compensation in the amount of the value agreed between the insurer and the insured. This protection mechanism is needed in a business world full of risks (Dasrol, 2013).

Regarding supervision of financial institutions engaged in insurance, a financial institution was formed in terms of supervision in the field of insurance, namely the Financial Services Authority. The enactment of Law Number 21 of 2011 concerning the Financial Services Authority (OJK), shows that Indonesia will shift in implementing a supervisory model for its financial industry. The existence of the OJK institution is absolutely formed to anticipate the complexity of the global financial system from the threat of an economic crisis. The Financial Services Authority was established with the aim that all financial services activities in the financial services sector are held regularly, fairly, transparently, and accountably, and are able to realize a financial system that grows sustainably and stably, funds are able to protect the interests of consumers and the public. Related to the legal protection of consumers of insurance financial services institutions associated with the theory of legal protection as expressed by Satjipto Rahardjo that Progressive law can be classified as an intellectual movement, similar to the movement of critical legal studies in the United States, which is motivated by deficiencies in the types of liberal laws used today. The origin of progressive law can be traced back to the German Interessenjurisprudenz school of the early twentieth century. Judges should not take decisions solely on the basis of logical construction, according to the school, because this will remove the law from the concrete necessities of life (Kranenburg & Sabaroedin, 2011).

Legal protection according to Phillipus M. Hadjon is an act of protecting the dignity and human rights possessed by the subject of law and protected from arbitrariness by the rule of law. In terms of consumers, it means that the law Consumer rights must be protected from everything that causes their rights to be violated. The concept of distributive justice, according to Aristotle, is implied in various forms of social structure. According to Aristotle, the idea of justice varies depending on the society, but each type of society must promote its own sense of distributive justice through the constitution and its laws, including its understanding of property rights. Aristotle, believed that democracy would encourage a fair distribution of wealth, while the aristocracy (Aristotle's model of choice) would support the allocation of wealth based on the benefits of different classes. Only the aristocracy, according to Aristotle, receives an unequal share of income because they use it for more valuable purposes than others (Cooter & Ulen), 2016).

*B. Consumer Legal Protection in Marine hull Insurance as One of Indonesia's Economic Development Efforts*

Transportation plays a very vital role in the world of trade, not only as a means to carry a good from the hands of producers into the hands of consumers, but can be a determinant of prices or the value of such items. For the benefit of his trade, each trader seeks to obtain a continuous and high frequency of transport with low freight costs. Therefore, traffic regulations are needed both on land, at sea, and in the air, which regulations in addition to regulating order and security, are also civil relations between them (Gondhokusumo, 1982). Activities at sea certainly cannot be separated from the mode of transportation that can be used at sea itself, namely ships.

The increase in seafaring activities itself also certainly increases the risks that can occur in activities at sea, especially the risks that can be experienced by ships as the main mode of transportation used to carry out activities at sea. The provisions in Law No.40 of 2014 concerning Amendments to Law Number 2 of 1992 concerning Insurance Business are no longer sufficient to form the basis for regulation and the oversight of the growing insurance industry. Improvements to the laws and regulations regarding insurance must be made to create a healthier, more reliable, trustworthy, and competitive insurance industry and improve its role in promoting national development.

The increasing role of the insurance industry in encouraging national development occurs if the insurance industry can better support the community in facing the risks it faces daily and when they start and run business activities. Meanwhile, juridically insurance or coverage is a form of agreement between the insurer and the insured by receiving a premium to provide compensation for losses, damages or the loss of expected profits. As an agreement, insurance is essentially a reciprocal relationship between the parties. Both the insurer and the insured are burdened with rights and obligations.

The increasing role of the insurance industry in encouraging national development also occurs through the fertilization of large amounts of long-term funds, which subsequently become a source of development funds. Marine Hull and Machinery Insurance is a type of loss insurance that covers the hull and engines of ships. Article 309 of the Penal Code defines a vessel as any boat, by any name, and of any kind. Unless otherwise specified or otherwise promised, the vessel is deemed to include all its equipment. Article 310 paragraph (1) of the Criminal Code provides a more detailed definition of a sea vessel which means all ships used for shipping at sea or intended for it.

The Marine Hull and Machinery insurance agreement that occurred in this case has met the general conditions and special conditions of the insurance agreement, giving rise to rights and obligations between the parties, namely:

1. Rights and obligations of the insurer
  - a. Insurer's rights
    - 1) Receiving premium payments from the insured
    - 2) Appointing a Surveyor and Loss Adjuster who has the authority to examine the claim case
    - 3) Decide a claim can be accepted or rejected based on the requirements stated in the policy and the results of the examination from the Surveyor and Loss Adjuster.
  - b. Obligations of the insurer
    - 1) Provide material compensation to the insured party for the risks guaranteed in the policy is not more than the maximum amount of the coverage limit.
    - 2) Giving real evidence about the police
2. Rights and obligations of the insured
  - a. Rights of the insured
    - 1) Obtain protection for losses that can be incurred from the risks guaranteed in the policy.
    - 2) The insured has the right to get compensation in the event of a claim.

- 3) Obtain clear and correct information regarding the content of the agreement in the policy.
- b. Obligations of the insured
  - 1) Complete administration as a condition of policy application.
  - 2) Provide the data and information requested by the insurer in the event of a claim.
  - 3) Report events that cause losses within the specified period of time to the insurer where if reporting is carried out as soon as possible it will be more beneficial to the insured.
  - 4) Keeping premium payments and warrantywarranty stated in the policy.

#### *C. Insurer's Liability For Marine hull Insurance Claims*

This insurance is an insurance that provides coverage of damage or loss to ships, engines and equipment from sea hazards (perils of the sea) and shipping risks (navigational perils). This insurance is the main insurance in ship insurance because it is directly related to the physicality of a ship which is the most vital part, but there are several additional coverages that can be covered based on the price of hull and machinery coverage including intangible loss or abstract losses that accommodate loss of income or loss of ability to earn income due to the inoperability of the ship.

The insurance agreement carried out by the insurer and the insured creates a legal relationship between the insured and the insurer as stated in the policy which regulates the matters agreed between the two parties ranging from the amount of coverage to the issue of claims and settlement of claims. Based on the results of the author's interview with the Financial Services Authority regulator who explained that the role of the OJK in supervising and assisting dispute resolution against consumers in insurance practice, especially those related to marine hull insurance, that supervises, examinations, investigations, consumer protection, and other actions against financial service institutions, actors, and/or supporting financial services activities as referred to in the laws and regulations in financial services sector.

Claims in this insurance are clearly stated in the policy, in this case they must be submitted by parties who have an interest in the insured ship and include the insured's obligations in making their claims, namely reporting events and accompanied by the necessary supporting documents. Failure to notify as soon as possible may eliminate the obligation of the insurer to pay compensation.

#### *D. Comparison of Laws of Different Countries in Consumer Law Protection Efforts in Marine Hull Insurance*

Comparing laws is not just to collect laws and regulations and look for differences and similarities, but the most basic attention in legal comparison is directed to the question of how far the laws and regulations or unwritten rules are implemented in society. For that is sought differences and similarities. From the comparison of these laws it can be known that in addition to the many differences there are also similarities.

##### *1) Comparison of consumer law on Marine Hull Insurance in Indonesia*

Everyone has a risk. Risk is a burden of loss suffered by a person caused by an event that occurs outside of the mistakes made, for example the occurrence of an accident that happened to someone on a trip on land, at sea, or in the air. If the losses suffered are small and can be covered with deposit money, then the losses are not too burdensome for a person. That is why the guarantee of protection of oneself is indispensable in order.

Legal protection for insurance customers is described in Article 2 letter a of Law No.40 of 2014 concerning Amendments to Law Number 2 of 1992 concerning Insurance Business, which reads: "An insurance business is a financial services business that by collecting public funds through the collection of insurance premiums provides protection to members of the insurance service user community against the possibility of losses arising due to an uncertain event against life or the passing of someone." The legal protection for insurance customers described in Law No.40 of 2014 concerning Amendments to Law Number 2 of 1992 concerning Insurance Business is still relatively unclear.

The existence of Law No.40 of 2014 concerning Amendments to Law Number 2 of 1992 concerning Insurance Business can actually be said to be no longer adequate, because there is no form of legal protection provided in the Law to customers who use insurance services, especially when viewed over time demands for national insurance needs continue to develop. In the Consumer Protection Law, there are several articles that explain the form of legal protection provided to consumers who use services, which include the definition of the consumer itself, the definition of consumer protection, the purpose of the establishment of the Consumer Protection Law, the form of consumer rights and obligations, to legal protection in the event of a consumer dispute. This is regulated in several articles in Law Number 8 of 1999 concerning Consumer Protection

2) *Comparison of consumer law On Marine Hull Insurance in Malaysia*

The State of Malaysia is a State that adheres to the Anglo Saxon legal system or also referred to as *Common Law*. The source in the Common Law system is court decisions and it is through court decisions that legal rules are formed and become generally binding rules. Apart from court decisions, in the Common Law system is also known customary, written legislation and state administrative regulations.

Based on the Consumer Protection Act 1999 (which is the Consumer Protection Law in the State of Malaysia), it is explained that consumers can submit claims to TCCM to claim for any losses suffered as consumers, which has been clearly regulated in this law as follows:

- a. False or misleading, false representation or unfair practices, such as:
  - 1) An activity misleading or deceptive behavior for type, manufacturing process, suitability for purpose, quality and quantity.
  - 2) Misleading indications for prices on goods or services available.
  - 3) Offering gifts or freebies with the intent of not providing or offering.
  - 4) Misleading claims such as while stocks are out of stock, limited goods and others.
  - 5) Accepting payment for a good or service without any intention to enter.
  - 6) Future service contracts with respect to services rendered on an ongoing basis.
- b. The security of goods or services is in the form of security standards for the use of goods or services.
- c. The right to an entry in respect of any of the warranties implied by law, such as:
  - 1) As title
  - 2) For acceptable quality
  - 3) For the suitability of a specific purpose
  - 4) That the goods fit the description
  - 5) That the goods correspond to the sample
  - 6) reasonable price,
  - 7) Spare parts
- d. Rights against the enterer with respect to statutory implied warranties in relation to the service, such as:
  - 1) reasonable care and skills
  - 2) suitability for a specific purpose
  - 3) the service will be completed within a reasonable time
  - 4) reasonable price charge
- e. Rights to manufacturers in connection with implied warranties on the supply of goods, such as:
  - 1) quality, performance or characteristics of the goods
  - 2) Provision of services that may at any time be required in connection with the goods
  - 3) Future availability of identical goods
  - 4) Refunds or other considerations for ineligible goods
- f. Rights against manufacturers with respect to warranties implied by law, such as:
  - 1) Terms of goods in acceptable quality
  - 2) That the goods fit the description
  - 3) Repairs and spare parts

### 3) *Comparison of consumer law On Marine Hull Insurance in Singapore*

Singapore is currently one of the busiest ports in the world. With more than 130,000 ships stopping at Singapore's ports each year, it is a maritime gateway to Asia. Backed by good infrastructure and government support, Singapore is also a position for more than 150 of the world's leading international shipping groups. Ship Registration in Singapore has also grown over the years and there are currently more than 4,000 vessels that have been registered.

In the legal regulation related to insurance in Singapore, it is already one step ahead of Indonesia. Singapore drafted the PPF scheme in the *Deposit Insurance And Policy Owners' Protection Schemes Act (Chapter 77b) Revised Edition 2012*. It is stated in Chapter VI of the Section 30 Policy Owner Protection Scheme that:

*"There shall be established a scheme to be called the Policy Owners' Protection Scheme for the purposes of compensating (in part or whole) or otherwise assisting or protecting insured policy owners and beneficiaries in respect of the insured policies issued by PPF Scheme members and for securing the continuity of insurance for insured policy owners as far as reasonably practicable."*

In its implementation, there is the Singapore of Deposit Insurance Company (SDIC) which is a guarantee company designated by the Minister as a deposit guarantee institution and policy owner protection fund. Since SDIC is a company limited by guarantees, it does not have shareholders but has members appointed by the Minister. SDIC is subject to several rules, namely

1. *Deposit Insurance Act 2005 (No. 31 of 2005),*
2. *Deposit Insurance and Policy Owners' Protection Schemes Act (Chapter 77B), Original Enactment : Act 15 of 2011, Revised Edition 2012 (31st December 2012),*
3. *Subsidiary Legislation,*
4. *MAS Notices to Scheme members,*
5. *MAS Notice DIA-N01 Deposit Insurance Returns,*
6. *SDIC Rules [23]*

Meanwhile, in Indonesia, until now the mandate of the Law on the establishment of a policy guarantee institution has not been realized. This shows the Singapore government's commitment to providing legal certainty guarantees to insurance policyholders with the security guarantee of insured funds at insurance companies, customers become more calm in carrying out business activities so that public confidence to invest their funds in insurance companies will increase and have a significant impact on the level of the economy. So it is not surprising that Singapore is called an international financial center (Zubaidah, 2022).

### 4) *Comparison of consumer law On Marine Hull Insurance in the Philippines*

The Consumer Law was originally proposed in 1976 by the Consumer Federated Group of Philippines (CFGF) and the Philippine Law Center. The Philippine consumer code was sponsored by the Renato Cayetano Congress in 1984 in Batasang Pambansa. On April 13, 1992 passed the Philippine Consumer Law. which entered into force on April 13, 1992 with the approval of President Corazon C. Aquino [24]. In Indonesia, the law with the same theme is called the Consumer Protection Law, which began to take place on April 20, 1999. The general purpose of the Philippine Consumer Law is to protect the interests of consumers, support consumer welfare and establish stander practices in the business and industrial fields.

In the event that consumer demands related to the products and services provided to consumers are complemented by special procedures stipulated in the law. This law distinguishes between mediation and arbitration. Mediation described in Philippine consumer law is restricted as a process by which parties willingly resolve their dispute by submitting the matter to an official who offers assistance with a solution to the problem by agreement or amicable settlement.

### 5) *Comparison of consumer law On Marine Hull Insurance in the UK*

The practice of implementing ship insurance agreements in Indonesia is inseparable from the influence of British law because ship insurance policies widely use *lloyds* standard conditions. This is in line with the 1982 *United Nations Conference on Trade and Development (UNCTAD)* report that about two-thirds of the world's countries including developing countries use the provisions of the UK's marine insurance law. The provision of private law of a country that has a great influence

on the development of private law in the field of international trade is the provision of the UK marine insurance law, the Marine Insurance Act 1906.

The use of English law in ship insurance agreements is essentially a manifestation of the principle of freedom of contract as a universal principle. This is in accordance with the principle described in Article 1 of the International Institute for the Unification of Private Law (UNIDROIT) of 1994 that the parties are free to enter into a contract and specify the content of the contract in the ship insurance agreement.

#### IV. Conclusion

Based on the results of the research and discussion above, the author concludes, among others:

1. Legal protection for consumers in insurance agreements and practices in general has been regulated in the Civil Code, Trade Law, Law No.40 of 2014 concerning Insurance Business and Consumer Protection Law, each of which contains related to the legal protection of insurance agreements. Legal protection for insurance customers, the insurer (insurer) will provide compensation to the insured (customer) in accordance with the ways and conditions in the policy. Against losses caused by guaranteed risks such as property losses resulting from a danger or disaster. Because general insurance companies have the obligation to pay / compensate losses to customers due to insolvency events in the insurance company, so as not to harm their customers.
2. Efforts for consumer legal protection in Marine Hull insurance through agreements and other efforts in practice, namely legal protection provided to customers for failed Marine Hull insurance claims due to non-transparency of information in the insurance policy there are 2 (two) types, namely preventive legal protection in the form of protection in the form of insurance contracts that have fair standard clauses and involve elements in the insurance policy, like; bargaining position, negotiation, and proportionality, balance. Furthermore, repressive legal protection is provided in the form of mediation carried out by the Indonesian Arbitration Mediation Agency (BANI), a foreign Arbitration Board in cooperation with BANI and the Consumer Dispute Resolution Agency or through the courts.
3. Efforts to protect consumer law in insurance in general and shipping in particular as one of the efforts to develop the Indonesian economy that consumer legal protection in *marine hull* insurance through agreements and other efforts in practice, namely for law enforcement and legal certainty, there are 4 (four) important things that are done as policy updates, namely:
  - a. Arbitration, LAPS – FSA enhanced to cooperate with and under BANI to be more independent, and and affirm the appointment of the Arbitration Board, especially in civil cases.
  - b. Court. There are 2 (two) legal systems, namely, based on the agreement made by the parties and a combination of agreements between the parties and also the judge's belief based on the law that exists in the community (AAPS or Judicial Power).
  - c. Consumer legal protection in shipping insurance as one of the efforts to develop the Indonesian economy is the *standard wording* of shipping insurance policies must be changed to comply with Indonesian law.

In order to improve consumer protection and legal certainty, it is necessary to establish a Policy Guarantee Institution just like the Deposit Insurance Institution in the Banking Industry, so that partiality towards consumers is better and will attract foreign investors to invest in shipping in Indonesia with the aim of being able to increase contribution in Indonesia's economic development.

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