

Dugaan praktek anti persaingan yang dilakukan oleh PT Bank Rakyat Indonesia (BRI) dengan melekatkan perjanjian kredit pemilikan rumah dengan PT Asuransi Jiwa Bringin Sejahtera dan PT Heksa Eka Life Insurance ditinjau dari Undang-Undang No. 5 Tahun 1999 =
Presumption of anti competition practices committed by PT Bank Rakyat Indonesia (BRI) by embedding home loan agreement with PT Asuransi Jiwa Bringin Sejahtera and PT Heksa Eka Life Insurance According To Law No. 5 Tahun 1999 / Desy Septiani Putri,

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Abstrak

[Skripsi ini membahas tentang dugaan praktek anti persaingan yang dilakukan oleh PT Bank Rakyat Indonesia dengan melekatkan perjanjian Kredit Pemilikan Rumah BRI dengan produk asuransi jiwa dari PT Asuransi Jiwa Bringin Sejahtera dan PT Heksa Eka Life Insurance. Kerja sama ini dianggap dapat membatasi pilihan konsumen dan menciptakan barrier to entry terhadap pelaku usaha lain. Terhadap permasalahan di atas dilakukan penelitian dengan menggunakan pendekatan yuridis normatif. Hasil penelitian menunjukkan bahwa kegiatan yang dilakukan oleh ketiga pelaku usaha tergolong ke dalam tying agreement, namun untuk dapat membuktikan bahwa praktek tying agreement melanggar Undang-Undang No.5 Tahun 1999, maka perlu dilakukannya pembuktian pasal 15 ayat (2) dan pasal 19 huruf (a) dengan menggunakan pendekatan rule of reason dan melihat dampak yang ditimbulkan bagi konsumen dan perusahaan lain.;This thesis discusses about presumption of anti-competition practices committed by PT Bank Rakyat Indonesia by embedding home loan agreement with life insurance products of PT Asuransi Jiwa Bringin Sejahtera and PT Heksa Eka Life Insurance. This cooperation can limiting consumer choice and create barrier to entry for other business actors. Upon these problems, research has been done in the juridical-normative approach. The result showed that the activities committed by this three business actors classified into tying agreement, but to prove that the practice of tying agreements breached on Law Number 5 Of 1999, it is necessary to prove Article 15 paragraph (2) and Article 19 paragraph (a) using the rule of reason approach and the impact for consumers and other companies

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