

Pelanggaran prinsip utmost good faith dan waiting period pada asuransi jiwa: studi kasus putusan nomor 138/Pdt.G/2012/Pn.Pdg = The breach of utmost good faith principle and waiting period on life insurance: case study verdict no 138/Pdt.g/2012/Pn.Pdg

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Abstrak

ABSTRAK

Skripsi ini membahas mengenai 1 pelanggaran prinsip Utmost Good Faith sebagai dasar untuk menolak klaim tertanggung dalam sengketa asuransi jiwa antara Endry Suryanti melawan PT. Asuransi Allianz Life Indonesia sudah tepat penerapannya menurut hukum asuransi. Kemudian 2 dampak hukum penerapan Waiting Period pada polis asuransi No. 000012400302 atas nama Erisman terhadap tanggung jawab polis, serta 3 penerapan prinsip Utmost Good Faith dalam putusan nomor 138/pdt.g/2012/Pn.Pdg. Penelitian ini menggunakan metode yuridis-normatif, dimana data penelitian sebagian besar berasal dari studi kepustakaan. Hasil penelitian ini adalah 1 Pelanggaran prinsip Utmost Good Faith sebagai dasar bagi PT. Allianz Life Indonesia untuk menolak klaim Erisman sudah sesuai menurut hukum asuransi, 2 dampak hukum waiting period terhadap tanggung jawab polis adalah Penanggung tidak wajib memberikan manfaat/klaim meninggal karena belum tercapai masa waktu tertentu, serta 3 penerapan prinsip Utmost Good Faith belum dilakukan oleh Majelis Hakim karena masa polis asuransi Erisman belum mencapai waktu tertentu sebagaimana ketentuan pasal 2 polis asuransi dan Penggugat tidak dapat membuktikan dalil gugatannya di persidangan sehingga tidak ada relevansi nyamempertimbangkan bukti Tergugat lainnya.

ABSTRACT

This thesis discusses about 1 the breach of Utmost Good Faith principle as basis to reject claim of the Insured in life insurance dispute between Endry Suryanti against PT. Allianz Life Insurance Indonesia. Then 2 the legal effect on the application of Waiting Period on insurance policy No. 000012400302 on behalf of Erisman towards the responsibility of the policy, and 3 the application of Utmost Good Faith principle in Verdict No. 138 Pdt.g 2012 Pn.Pdg. This research uses juridical normative method, where research data mostly come from literature study. The results of this study are 1 the Breach of Utmost Good Faith principle as the basis for PT. Allianz Life Indonesia to refuse Erisman's claim in accordance with the insurance law, 2 the legal effect of the waiting period towards the responsibility of the policy is that the Insurer is not obliged to provide the benefits of death because it has not reached a certain period of time, and 3 the application of the Utmost Good Faith principle has not been done by the Panel of Judges because the period of Erisman's insurance policy has not reached a certain time as stipulated in article 2 of the insurance policy and the Plaintiff can not prove the argument of its lawsuit in the hearing so that its relevance does not consider the other Defendant's evidence.