



## Responsibilities of PT. Bumi Putera Insurance Against Customer Claims Due to Default Actions

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### **Abstract:**

*Insurance is the choice for customers in Gorontalo Province. Why is that based on the basic assumption that by insuring the company PT. Bumi Putra Gorontalo Branch will make it easier for customers to send their children to college. However, this hope vanished when many customers of PT. Bumi Putra Gorontalo Branch had problems after maturity and when submitting claims to the insurance company PT. Bumi Putra Gorontalo Branch, the insurer denied insurance payments for tertiary education for children who were insured who were not provided in accordance with the agreement in the PT. Bumi Putra insurance policy. The method used in this research is this type of research is empirical justice research, in other words it is a type of sociological legal research, also called field research. or law in action studies, which are seen from their nature including qualitative research. This legal research is studying the behavior of the people who are influenced by the existence of a rule or the behavior of the people that influences the formation of a rule based on primary and secondary data. Other studies that use inductive logic analysis describe a qualitative approach. Based on the results of the study, the insurance company PT. Bumi Putra, Gorontalo branch, had defaulted on customers in Gorontalo province, but the insurance company, PT. Bumi Putra, the Gorontalo branch, denied that it had not acted in default, but said customers would fulfill their obligations according to what agreed in the insurance policy with the customer.*

**Keywords:** *Customer; Default; PT. Son of Earth.*

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## Introduction

In Indonesia, there are currently many businesses that promise welfare for customers who invest part of their income. This expectation is often propagated through forms of insurance, both health insurance, education insurance and others. Insurance or coverage arises because of human needs (M.H 2023). All forms of insurance are socialized both locally and on a national scale. With this management propaganda, some Indonesian people were influenced by the invitation to invest through insurance. One of the insurances that is considered legal and has a legal entity that many of our people are affected by investing part of their income is through PT insurance. son's earth.

Insurance plays an important role, because in addition to providing protection against possible losses that may occur, insurance provides a huge impetus towards other economic developments. Unfortunately, in practice, legal protection guarantees for insurance policy holders are less protected. The problem that is always experienced by policyholders is the difficulty of obtaining compensation payments when an event occurs (Riau 2012).

The hope of carrying out insurance was not in accordance with the expectations of some people who had invested in the insurance services of *PT. Bumi Putra*. Over time, the obligation to fulfill the responsibilities according to the expectations of customers was replaced by *PT Bumi Putra* insurance. *Bumi Putra*. This fact is shown by several customers who failed to receive scholarships when the customers had carried out their obligations to make premium payments according to the large nominal and time to receive educational scholarships to continue their education to tertiary institutions. The phenomenon of default carried out by the insurance company *PT. Bumi Putra* who do not fulfill their responsibility to pay for education insurance occur in almost all regions in Indonesia, including in the province of *Gorontalo*.

To meet the expectations of *PT. Bumi Putra* insurance has defaulted, many customers have made *claims* to the insurance company *PT Bumi Putra*, but the responsibility to pay educational scholarships for customers who have fulfilled their obligation to pay premiums failed to receive scholarships to enter the university. With the phenomenon of *default* by the insurance company *PT. Bumi Putra*, encouraging



customers to demand legal accountability from the managers of PT. *Bumi putra* insurance.

If this phenomenon persists, and there are no government efforts to punish *PT Bumi Putra* Insurance, will be detrimental to customers in Indonesia. Thus the phenomenon of default will always be repeated, the company *PT. Bumi Putra* Insurance for administrators can be subject to regulations, and all of their assets can be confiscated by the state for the purposes of payment for customers who have experienced acts of default by *PT. Bumi Putra* insurance in *Gorontalo* Province.

The application of the punishment above will have a deterrent effect for anyone who opens insurance with the aim of deceiving, in order to get big profits. One thing that is wrong in Indonesia is that the insurance company *PT. Bumi Putra* continues to operate, as if there was an act of state financing for the default action carried out by the insurance company *PT. Bumi Putra* who committed the default. To handle cases of default that occurred in Indonesia from the customer's side, it is better if the prospective insurance customer of *PT. Bumi Putra* is more mature in terms of legal knowledge. Because of that, in order to stop acts of default that are detrimental to customers from *PT. Bumi Putra* insurance. From a legal perspective, parties who commit defaults should be held legally responsible for their actions in committing *defaults*. Default is a term that refers to the absence of achievement by the debtor (Sinaga and Darwis 2020)

Insurance is taken from the word *assurantie* in Dutch. Based on Dutch law, it is not uncommon for this term to be used with *verzekering* which means coverage. The existence of the word *assurantie* then gave rise to a new term, namely the word *assurateur* which means the guarantor and *geassureerde* which means the insured. The term *verzekering* then appears the word *verzekeraar* for the insurer and *verzekerde* for the insured (JASA, n.d.), which he may suffer due to an unspecified event" (Dewi and Kasih 2020)

Where if *PT Bumi Putra* insurance cannot carry out its legal obligations, the insurance manager *PT. Bumi Putra* can be sued for compensation and legally processed, in order to obtain legal certainty for customers who have been harmed, and all assets of *PT. Bumi Putra* Insurance can be used by the state to be used for payment of customers who experience default in accordance with the agreement in the insurance policy of *PT Bumi Putra* insurance.



"Insurance or coverage is an agreement, by which an insurer binds himself to an insured, by receiving a premium, to provide compensation for a loss, damage, loss of expected profit, which may be borne by him due to an unspecified event coverage contained in Article 246 of the Criminal Code, namely: "Insurance is an agreement by which the insurer binds himself to the insured by receiving a premium, to compensate for losses due to expected loss, damage or loss that he may suffer as a result of an event that has not yet occurred.(Setiawati 2018)

Insurance is a risk management institution that reduces unwanted worries to occur in the future, in this case *PT. BumiPutera* is under the supervision of financial services authority. There are several matters related to insurance that customers must know and understand, including the following:

- a. The policy is written evidence that an agreement has been made between the two parties, the company and the customer.
- b. Premium is an amount of money held by the insured and received by the insurer as a replacement for damage, loss or loss of responsibility to the insurer (Nasution and Nanda 2020). The premium, which is a predetermined amount of money, must be transferred by the customer to the insurance company.
- c. Breaking a promise is an agreement that is not implemented on time or is not fulfilled as it should. In general, the default is: "A condition in which the debtor or creditor is at the pre-contract stage, contract formation and implementation.

Based on what is in the insurance provisions, it will be the basis for customers in the event of default on customers to ask for legal responsibility to the insurance manager. That insurance can actually be held liable for legal liability in the event of default on customers. Likewise with the terms of the agreement included in the terms used in insurance below as follows.

Based on article 1313 of the Civil Law Code in the sense of a contract or agreement, namely "A legal act, in which one person or more binds himself to one or more people"(Dewantoro, Suroño, and Nurhidayati 2022) Obligation does not achieve or do the work specified in the contract. The term contract comes from English, namely contract. Meanwhile, in Dutch it is called *overeenkomst* agreement (H.S 2021). An agreement is an event that occurs when the parties mutually promise to carry out certain actions (Hariri 2011). Contract law is part of engagement law. In



general, contracts are born when the parties agree on the principal or essential elements of the contract (Muru 2007).

A person is usually declared negligent or in default because he does not achieve performance at all, his performance is not perfect, he is slow to achieve it, and he does what is prohibited by the contract. Breach of promise is something that has been promised but is broken by a company that cannot fulfill its obligations or does not fulfill what has been promised. Article 1243 of the Civil Code regulates the provisions for the form of breaking a promise as follows:

1. Denying has promised
2. Keeps what is promised but does not fit
3. Fulfilling what was promised however, was too late
4. Breach of something in the contract.

Under the provisions of Article 1243 of the Civil Code, insurance is a type of contract. The considerations that arise in choosing a decision are in the form of treatment based on whether what has been successfully determined because something is uncertain can be avoided, the risk is taken alone or needs to be transferred to another party.

The exit of a risk in insurance as a phenomenon is something that is not absolute, while the possibility of experiencing a loss faced by every human being is something that is not expected. because of that, maybe the release of one thing risks becoming real, meaning something that is endeavored not to happen. someone who does not want a risk as a phenomenon should try to prevent the loss from happening. Thus the insurance manager will sometimes face risks such as the occurrence of acts of default on customers caused by the capital to carry out their obligations to meet the expectations of customers to make educational scholarship payments in accordance with what was agreed in the insurance policy cannot be carried out according to the time specified in the existing agreement on the insurance policy.

When viewed from the form of insurance and contributions, it can be divided into two, namely Commercial coverage contributions and Social premiums. Commercial insurance is a premium business that is run with the main goal of making a profit. premiums are held with the aim of providing social security to the community or a group of people. Commercial coverage contributions can be distinguished between general coverage contributions (loss insurance) and life



insurance contributions. When viewed from the purpose of insurance, it can be regarded as an agreement between the customer and the insurance company. Agreement agreement can be done through an agreement. While what is bound by the Agreement is something that binds one party to another party. The agreement is regulated in Article 1313 of the Civil Code.

Explanation of some of the concepts contained in the insurance above, provides knowledge and understanding to customers, that the default action carried out by PT. Bumi Putra insurance can ask for legal liability, because it has evidence in the form of policies, premiums and agreements made between the client and the insurance manager.

To see the legal view of how legal responsibility is in the event of a breach of the agreement, we can look at several legal liability analyses. The custodian of responsibility and legal responsibility in every act of doing something for the benefit of the organization or insurance which is a legal entity is required to be responsible for managing the organization. Our knowledge and understanding of responsibility cannot be interpreted narrowly but has a broad meaning. In order to understand the meaning of responsibility and the meaning of legal responsibility, let us analyze the meaning of responsibility below.

According to the Big Indonesian Dictionary responsibility is the obligation to bear everything if something happens you can be prosecuted, blamed, and abused. In the legal dictionary, responsibility is a must for someone to carry out what has been obligated to him. According to the law, responsibility is a result of the consequences of the freedom of an action related to ethics or morals in carrying out an action. Furthermore, according to the Quarterly Point, accountability must have a basis, namely things that give rise to legal rights for a person to sue another person as well as things that bear the legal obligations of other people to give them accountability.

According to civil law, the basis of responsibility is divided into two types, namely mistakes and risks. Thus it is known as liability without fault and liability without fault which is known as risk responsibility or absolute responsibility (stick liability). The basic principle of accountability on the basis of mistakes means that someone must be responsible because he made a mistake because it harmed others. On the contrary, the principle of responsibility for risk is that the plaintiff is no longer





obliged to do so, but the defendant producer is directly responsible as an operational risk.

According to Abdulkadir Muhammad, the theory of responsibility in unlawful acts (liability theory) is divided into several theories, namely:

- a. Liability due to acts against the law that are carried out intentionally (international tort liability), the defendant must have committed an act in such a way as to harm the plaintiff or know that what the defendant has done will result in a loss.
- b. Responsibility for unlawful acts committed due to negligence (negligence tort liability) lies in the concept of fault relating to morals and law which has been mixed up (intermingled).
- c. Absolute responsibility due to acts against the law without questioning mistakes (strict liability), actions either intentionally or unintentionally, meaning that even though it is not his fault he is still responsible for the losses incurred as a result of his actions.
- d. is still responsible for the losses incurred as a result of his actions.

Based on some of the definitions of responsibility above, if it is related to acts of default committed by an insurance company, it can be held legally responsible to the organizers of *PT. Bumi Putera* Insurance. The meaning of responsibility above is not only directed to a person but can also be interpreted to an organization or legal entity that commits wrongdoing. But in relation to the author's research object regarding the Responsibilities of *PT. Bumi Putera* Insurance Against Customer Claims for Default Actions can be held legally responsible both civilly and criminally.

Thus the meaning of legal responsibility can be interpreted as the actions of a person or business entity (PT, CV, political party organizations and corporations) that harm other people or many people can be held accountable under civil law in the form of compensation or criminal liability. To better understand several businesses that have the potential to commit acts of default, we can see through the forms of business behavior, one type of business actor is *PT. Bumi Putra* Insurance.

## Method



The type of research used in gathering information according to the formulation of the research problem is empirical justice research, in other words, it is a type of sociological legal research, also called field research. or law in action studies, which are seen from their nature including qualitative research. This legal research is studying the behavior of the people who are influenced by the existence of a rule or the behavior of the people that influences the formation of a rule based on primary and secondary data. Other studies that use inductive logic analysis describe a qualitative approach.

## Discussion

Research on the Responsibilities of PT. Bumi Putera Insurance Against Customer Claims Due to Default Actions (Study at PT Asuransi Bumi Putra and customers in Gorontalo Province)". It is hope for the people of Gorontalo to know why many customers whose premium payments are due to the insurer to receive their right to enter higher education are delayed by the Bumi Putra insurance. Whereas in the agreement in the policy, the Bumi Putra insurance company, if it has matured according to the agreement when the customer insures his child, starting from elementary, junior high, high school and tertiary education will be paid. However, after the child was promised by the parents as a customer to enter college, the premium was not immediately paid according to what was agreed in the insurance policy.

### 1. Responsibilities of the Insurance *PT. Bumi Putera Gorontalo Branch* to Customers When a Default Occurs.

Responsibility according to the Indonesian dictionary is a state of being obliged to bear everything (Mustamu 2014). Responsibility is an obligation of every business entity in carrying out its business such as an insurance that was established with the aim of providing services to the customer. And usually an insurance can become legal if the establishment permit is recorded in the official administrative system as





stipulated in the insurance law. When you see the presence of PT. Asuransi Bumi Putra, which has its head office in the National Capital and has branches in all regions and has offices and a clear organizational structure, is considered the company as an official insurance company with legal status.

With the official presence of the PT. Asuransi Bumi Putra Gorontalo branch office, the public does not suspect any suspicion of insurance employees of *PT. Bumi Putra* Gorontalo Branch entering government agencies to find potential customers by offering services to the ASN (State Civil Apparatus) in the form of health insurance services, fire insurance, education insurance and many more that are offered by employees of the Gorontalo Branch of *PT. Bumi Putra* Insurance to prospective customers in Gorontalo Province. If we talk about the responsibility of the company to customers, until now the company is still responsible because there is a guarantee letter. That Guarantee Letter Alone is letter guarantee that gives know to party seller that payment will done by guarantor fund on Name customer.

Guantee Letter got used in various situation business , declaration during process export And import Also moment process submission scholarship .

Article 1243 of the Civil Code regulates the provisions for the form of breaking a promise as follows:

1. Denial has been promised
2. Keep what is promised but not appropriate
3. Fulfilling what was promised however, was too late
4. Breach of something in the contract.

Under the provisions of Article 1243 of the Civil Code, insurance is a type of contract. Related to the default, article 1243 BW states that reimbursement of costs, losses and interest due to non-fulfillment of an agreement, only then begins to be



required, if the debtor, after being declared negligent in fulfilling the agreement, continues to neglect it, or if something must be given or made, it can only be given or made within the lapse of time (Hernoko 2014). The considerations that arise in choosing a decision are in the form of treatment based on whether what has been successfully determined because something is uncertain can be avoided, the risk is taken alone or needs to be transferred to another party.

## 2. Factors inhibiting *PT. Bumi Putra Insurance in Gorontalo City is unable to fulfill its responsibilities towards Customer Claims Due to Default Actions*

The term default comes from the Dutch language, "wanprestatie" which means bad performance or default. In English, default is called default, which means non-fulfillment of obligations as stipulated by the contract (Sudjana 2019). Default is "Compliance with contracts that are inappropriate or must be fulfilled and never fulfilled". In general, breaking a promise is "a situation where the debtor does not carry out based on the contract". Breach occurs when a party fails to fulfill its oldest obligation under a contract or contract arising by law. default can occur intentionally or not. This default can occur because the unwanted party cannot or must achieve that result. In the agreement, if the debtor fulfills obligations that are not obligatory, the debtor will demand compensation. Compensation is something that must be fulfilled by the debtor because he has defaulted. Thus compensation is a legal sanction for perpetrators of default (Hariri 2011).

Breach of Promise Has Elements are: There is a valid agreement (1320), there is an error (due to negligence and intentional), there is a loss, there is a sanction, it can be in the form of compensation, resulting in cancellation of the agreement, transfer of risk, and payment of court costs (if the problem reaches the take it to court). Deal, transfer of risk and payment of legal fees (bring to court). Default is a word that refers to a debtor's default. Breach of promise can be caused by the debtor's negligence, whether intentional or negligent, or due to force majeure beyond the ability of the debtor.

Likewise, (Sinaga and Darwis 2020) a person who is declared negligent or basically can be in the form of :



- a. Not really achieving feats. In such circumstances, the debtor performs or fails to carry out its performance causing losses to creditors/other people. If the debtor cannot achieve the achievement, he must prove that for some reason he cannot achieve the achievement, either due to coercive circumstances (*overmacht*), the creditor also defaults on his debt or releases him.
- b. The achievement has not been achieved. Under these circumstances, the debtor performs or achieves its performance, but not fully. Likewise, if the achievement of performance is not perfect, the debtor achieves performance for certain reasons because one of the coercive circumstances (*overmacht*) as a creditor is also in default. You have to prove that you didn't.
- c. Too slow and not good. Under these circumstances, the debtor performs or achieves its performance, but is delayed. Once again, he must explain and prove what factors led to his delay in achieving his performance, whether due to *overmacht* or default by creditors.
- d. Do what the contract forbids. In this condition, the debtor can perform actions prohibited in the contract.

Defaults committed by a company engaged in insurance always have reasons when they cannot fulfill their responsibilities in fulfilling their obligations as stipulated in the agreement between the customer and PT Asuransi. This reason can be seen through several factors in the company's failure to pay for education insurance after the obligations of customers have fulfilled their obligations to pay diving premiums for approximately 12 years, since the coverage was at school age for elementary, junior high and high school education.

Related to contract failure, it can occur due to internal factors of the parties as well as external factors that affect the existence of the contract in question. Internal inhibiting (Hernoko 2014) factors are due to the availability of funds, the company's deficit is increasing every year, and the management of AJB Bumi Putera's organs is running out. As well as external factors, namely, the documents are incomplete and do not comply with the policy requirements.



## Conclusion

Based on the results of research Responsibilities of *PT. Bumi Putra* Insurance Against Customer Claims for Acts of Default (Study at *PT. Bumi Putra* Insurance and Customers in *Gorontalo* Province) namely Responsibility is the obligation of every business entity in carrying out its business such as insurance which was established with the aim of providing services to customers.

until now *PT. Bumi Putera* Insurance replied that the company is still responsible because there is a letter of guarantee. Letters of guarantee are used in various business situations, declarations during the export and import process Also during the scholarship application process, but until now, it turns out that many premiums have not been paid according to what is stated in the policy.

## Recommendation

*PT. Insurance Earth Son* To Claim Customer On Action Default part customers *PT. Insurance Earth Son Branch Gorontalo* Not yet accept Scholarship enter College Tall in Province *Gorontalo* only done part from *PT* customers Insurance *Earth Son Branch Gorontalo* has paid . With new part not quite enough answer *PT. Insurance Earth Son Branch Gorontalo* do it , means party insurance *PT. Bumi Putera* do action Default based on perspective Law Civil And Also *PT. Insurance Earth Son* on his actions do disavow promise or default . For know factor inhibitor from happening default that is factor divided be 2 ie internal factors and external . Factor internal constraints on availability funds , failit because of the inability to pay customers And factor its external Because condition in submission claim No fulfil And the document No complete.



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