Agent Responsibilities in Life Insurance Marketing Practices for Legal Protection forConsumers

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Article Info

Received: 2022-12-23
Revised: 2023-02-25
Accepted: 2023-03-31

Keywords:

Consumerism Protection;
Insurance Consumer;
AgentResponsibility.

Abstract

The legislation provides legal protection to policyholders as insurance consumers. Protection of policyholders as insurance consumers is regulated in several regulations, suchas the Criminal Code and the Civil Code. The Criminal CodeNumber 2 of 1992 concerning Business Insurance, the Criminal Code Number 8 of 1999 concerning ConsumerismProtection, also regulated in the rules of the Professional Code of Agents Indonesian Life Insurance. This research aims to know whether the insurance law is sufficient to regulate the agent's responsibility to consumers in the practice of marketing life insurance and how the agents' responsibility of marketing life insurance to the protection of penalties to consumers. This research used a juridical normative method approach. This method focused on librarydata and was supported by field research to support existing data. The results of the research indicate that insurance, which includes the Commercial Code, the Civil Code, and Law Number 2 of 1992 concerning Business Insurance, hasnot been sufficiently regulated regarding the responsibilitiesof agents. Therefore, other regulatory agencies are needed, such as codes of ethics and professional agents (self-regulation); the establishment of draft laws or the brokering of agents into codes or laws; and consumer protection law provides legal protection to consumers through the regulation of rights and obligations to businessmen and consumers, which also regulates the responsibilities of businessmen in marketing a product, both in the form of services and goods.

I. Introduction

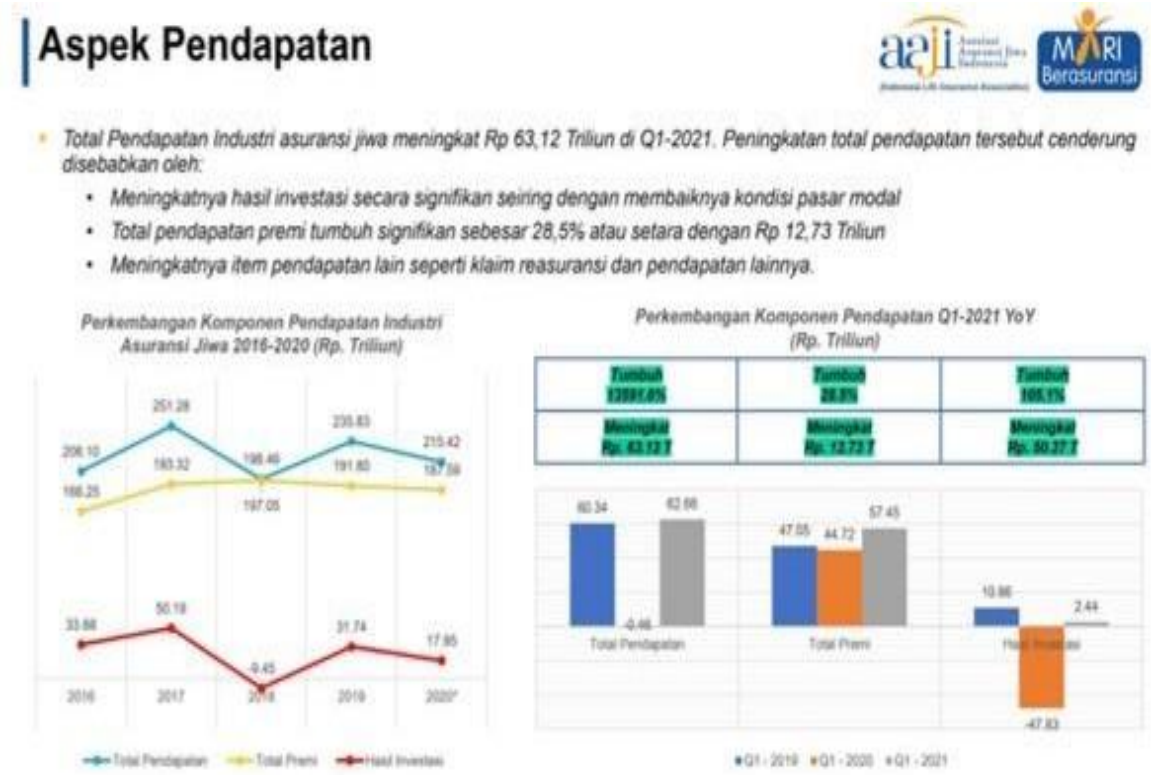
The purpose of Indonesia's independence as outlined in the Preamble to the 1945 Constitution, paragraph IV, is to realize general welfare, educate the nation's life and participatein carrying out world order based on freedom, eternal peace and social justice. The main substance contained in the fourth paragraph is the noble values of the Indonesian nation that are contained in Pancasila as the basis of the state, which has the main characteristic of balance.The values contained in Pancasila provide a balance between individual, community, and authorities interests, which are guided by the Divine Precepts.[1]

Following the ideals stated in the mandate of the Preamble to the 1945 Constitution, paragraph IV above, the State of Indonesia has proclaimed the concept of sustainable development in all areas of life, including development in the legal and economic fields. Indonesia's economic growth in 2007, was recorded at 5.9 per cent, exceeding the original expectation. Corporations have also begun to increase their expansion, as can be seen from thefaster pace of bank credit growth. Improved corporate performance has a positive impact on rising employment and employee welfare.[2]

[1] Otje Salman S dan Anton F. Susanto, *Teori Hukum (Mengingat, Mengumpulkan dan Membuka kembali)*, Refika Aditama, Bandung, 2004, hlm. 158-159.
[2] Direktorat Lembaga Keuangan Departemen Keuangan RI tahun 2008.

The following is complete data on life insurance performance in 2021.[3]

Data 1. Performance of Life Insurance Business 2021



Source: The Indonesian Life Insurance Association in 2021 (Data processed).

The data above shows that the role of the life insurance business in national economic development is increasingly felt and has strengthened its position in the development of industry and trade in Indonesia. Article 3 of Law Number 2 of 1992 concerning Insurance Business divides the classification of insurance business as follows:[4]

[3] Direktorat Asuransi Departemen Keuangan RI, Iktisar Kegiatan Usaha Perasuransian di Indonesia Tahun 2007, Google related:www.djlk.depkeu.go.id/asuransi/ -18k.
[4] Desta Putra Widiyanto, fauziah, 2021. "Tanggung Jawab Hukum Agen Asuransi Terkait Praktik Fraud Pada Perusahaan Asuransi Yang Merugikan Nasabah", *Jurnal Program Pascasarjana Ilmu Hukum Universitas Islam As-Syafi'iyah*, 7 (1) : 104-119, DOI: https://doi.org/10.34005/veritas.v7i1

1) Insurance business, consisting of loss insurance business; life insurance business; and reinsurance business;
2) Insurance business supporting business, consisting of insurance brokerage business; reinsurance brokerage business; insurance loss assessment business; actuarialconsulting business; and insurance agent business.

The crucial thing related to the description above is that in marketing life insurance, bothby company agents and through the business of insurance agents, efforts are made to carry outobjective considerations without harming insurance service users.[5] This means the services provided by the company through the intermediary of agents must be based on mutual trust andoriented to the interests of consumers. In connection with the above, it is interesting what A.

Sonny Keraf said as follows:[6]

> "The development of economic dynamics in the country has produced manybenefits. However, it seems that there are still many dynamics that have not run according to ethical rails. The number of fraudulent practices in the business world, for example, is an indicator that ethical messages have not been imprinted in our business behaviour patterns. This happens because of the dilapidated and low mentality of business people on the one hand and poor social, political, economic systems on the other."

Currently, insurance companies in Indonesia are in the spotlight. This happened after Jiwasraya was shaken by problems due to failure to claim customer insurance funds, resulting in a loss of trillions of rupiah. Besides Jiwasraya, there are still several insurance companies in Indonesia that have stumbled into problems and even some have ended up going bankrupt. Starting from arrears in customer payments, breaking the rules, to being stuck in debt. The following are some Indonesian insurance companies that have problems, including:[7]

[5] Edi Hariyadi dan Abdi Triyanto, 2017. "Peran Agen Asuransi Syariah Dalam Meningkatkan Pemahaman Masyarakat Tentang Asuransi Syariah", 5 (1) : 19-38. https://doi.org/10.46899/jeps.v5i1.164
[6] A. Sonny Keraf, Persoalan Etis Bisnis Kita dalam "Menggugat Etika Bisnis", Afkar Jurnal Tiga Bulanan, CIDES, Vol. V Nomor 4 / 1998, hlm. 1.
[7] Cover Story: Asuransi dan Bank kenapa bermasalah, Legal Review, Nomor 15/Th.II. Oktober 2003, hlm. 6-17. [9] Ryan Virgiawan, *Ini 5 Perusahaan Asuransi Bermasalah di Indonesia, Termasuk Jiwasraya*, January 1st 2020 can be accessed at https://www.minews.id/kisah/ini-5-perusahaan-asuransi-bermasalah-di-indonesia-termasuk- jiwasraya [accessed on August 5th 2022].

1) Mutual Life Insurance (Asuransi Jiwa Bersama or AJB) Bumiputra 1912 failed to payits customers' insurance claims due to a mismatch between assets and liabilities. Theobligations that must be issued by AJB Bumiputra are greater than the assets owned.
2) The Financial Services Authority (Otoritas Jasa Keuangan or OJK) revoked the business license of Asuransi Bumi Asih Jaya (BAJ) on October 18, 2013. The revocation of the license was carried out after BAJ was unable to meet the provisions related to Risk-Based Capital and the ratio of investment considerations to technical reserves and claims payable. After being revoked, they still has not been able to pay their obligations.
3) On April 30 2019, OJK revoked Himalaya Insurance's general insurance business license. Previously, Himalaya Insurance had been given a Business Activity Limitation sanction by OJK.
4) Bakrie Life Insurance - A Diamond Investa product from the Bakrie Group went bankrupt after the global crisis in 2008. The company was very aggressive ininvesting in the stock market. Hence, during the global crisis triggered by the subprime mortgage case in the United States, the value of shares plummeted.
5) Asuransi Jiwasraya-Reported from Company Data, that it was noted that as of September 2019, Jiwasraya's equity was negative at IDR 23.92 trillion. Because the obligations that must be met are IDR 49.6 trillion, while the assets owned are only IDR 25.68 trillion. Errors in managing investments made Jiwasraya's Risk Base Capital (RBC) minus 800% below the OJK minimum requirement of 120%.

The Indonesian Consumers Foundation (YLKI) received 535 complaints throughout 2021, with the majority of complaints related to services in the financial services sector. Based on the report on commodities, the highest complaints from the financial services sector reached 49.60 per cent throughout 2021. The sector consists of banks, online loans, leasing, insurance,digital money and investment. Specifically for the financial services sector, the data increased rapidly from 2020 was 33.5 per cent.[8]

Furthermore, complaints to the Indonesian Insurance Consumer Institute Foundation (YLKAI) for the 2017-2021 period from various business sectors

[8] Rahmi Yati dan Azizah Nur Alfi YLKI Terima 535 Pengaduan Sepanjang 2021, Jasa Keuangan Mendominasi, can be accessed at -**Error! Hyperlink reference not valid.**. [accessed on August 5th 2022]

including the life insurance sector can be seen in the following table:

Table. 2 Data on Complaints to YLKAI 2017-2021

No	Year	Total
1	2017	642 Complaints
2	2018	564 Complaints
3	2019	563 Complaints
4	2020	402 Complaints
5	2021	535 Complaints

Source: Indonesian Insurance Consumer Institute Foundation, 2022 (Data processed).

In addition to the problems described above, insurance companies in carrying outtheir company operations often face other obstacles, both internal and external constraints. Internal constraints are obstacles faced by companies from within (internally), for example, the weak capital structure of the company due to lack ofattention to good corporate governance, lack of understanding of agents regarding underwriting, and weak company capabilities in the field of information and technology.External constraints are constraints that came from outside the company, for example, government policies, business climate and competitors (business competition), social, political, and economic situations such as the 1997 monetary crisis, lack of consumerknowledge, and mistakes caused by insurance agents. Insurance agents can be called thespearhead of insurance marketing. In deciding on the sale of insurance to prospective customers or their customers representing insurance companies, the agents can cause changes or problems in the insurance business.[9]

[9] Dita Aprilia, Rahmi Syahriza, 2022, "Analisis Faktor-Faktor Yang Mempengaruhi Pertumbuhan Asuransi Syariah Di AJS, Bumiputera 1912 Kantor Wilayah Medan", *Jurnal Manajemen Akuntansi* (JUMSI), 2 (2): 254- 263 https://doi.org/10.36987/jumsi.v2i3.2627

II. METHODOLOGY

This research used a normative juridical approach. It is a method that focuses on research on library data or called secondary data through legal principles. The data obtained were then analyzed by qualitative methods and presented in descriptive form.A normative juridical approach was also carried out through field research to support the existing data. The approach through legal principles was carried out through research on legal norms which were benchmarks for proper behaviour.

III. RESULT AND DISCUSSION

Responsibilities of Agents in Life Insurance Marketing Practices in the context of Legal Protection for Consumers

Consumers have basic social rights including the right to obtain clear, correct and honestinformation, the right to get security and safety, the right to vote, the right to be heard, the rightto receive compensation, the right to obtain basic human needs, and the right to get a good andclean environment as well as the obligation to protect that environment and the right to get a basic education. The main issue related to consumer protection is product liability, which is a legal responsibility of a person or entity that produces a product (producer, manufacturer) or aperson or entity engaged in a process to produce a product (processor, assembler) or a person or entity that sell or distribute (agent, seller, distributor) the product.[10]

Article 7 of the consumer protection law stipulates seven obligations of business actors,including:

a. have good intentions in carrying out their business activities;
b. provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services as well as explain the use, repair and maintenance;
c. treat or serve consumers correctly, honestly, and non-discriminatory;
d. guarantee the quality of goods and/or services produced and/or traded

[10] Husni Syawali dan Neni Sri Imaniyati (ed), *Hukum Perlindungan Konsumen*, Mandar Maju, Bandung, 2000, hlm. 46.

based onthe provisions of the applicable quality standards of goods and/or services;

e. provide opportunities for consumers to test, and/or try certain goods and/orservices as well as provide guarantees for goods manufactured and/or traded;
f. provide compensation for losses resulting from the use, use and utilization oftraded goods and/or services; and
g. provide compensation and/or replacement if the goods and/or services receivedor utilized are not following the agreement.

Information on insurance programs needed by consumers, such as the benefits of insurance programs for consumers; the type of insurance program offered; insurance coverage offered; promised conditions and warranties; insurance program rates; guarantee of services provided; terms and contents of the policy; and the liability of the insurance company (agent) in the event of a consumer loss. The type of life insurance program offered by the agent must be following the consumers' needs. The types of life insurance programs are based on the interests of human life and usually consist of life insurance programs; health insurance programs; and personal accident insurance programs. In practice, the three types of insurance products can be sold under the program alone or a combination of the three. Based on researchdata, insurance programs marketed by agents are usually in the form of standard insurance programs, executive insurance programs and group insurance programs. The program is in rupiah and dollar standards.[11]

Based on the results of research in life insurance marketing practices, agents often provide wrong information, such as misrepresentation, namely giving statements that are not following the provisions and contents of the policy or not providing information according to the provisions and contents of the policy.[12] Besides, agents often do rebates in marketing insurance programs for their benefit. Rebating is an agent's action when offering life insurance products to prospective customers. The insurance agent gives a share of the commission to prospective customers so that sales can run more smoothly. Though, these actions disrupt the market mechanism.

[11] Annual Report AJB Bumiputera tahun 2001.
[12] I Wayan Agus Satriya Wedhana Putra dan Ida Ayu Sukihana , "Kedudukan Agen Asuransi Di Era Digital Dalam Menawarkan Produk Asuransi", *Jurnal Kertha Semaya*, Vol. 8 No. 3 Tahun 2020, hlm. 350-367. https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/57420

Agents often make grandiose promises to attract consumers to buy insurance programs, when in reality the agents are unable to carry them out. for example, in the case of premium collection in the agreement will be billed by the agent but the agent does not collect. One of the rights of consumers as regulated by Article 4C of the consumer protection law is the right to information that is honest, with correct conditions and guarantees regarding it. This right is inversely proportional to the obligations of business actors or insurance agents as stated in Article 7B of the consumer protection law, namelyto provide correct, clear, and honest information regarding conditions, guarantee goods and services, and provide explanations for use, repair, and maintenance.

Efforts that can do to avoid deviations as above, agents when offering insurance to consumers should follow the steps of professional agents through several stages, as follows:[13]

1) The agent determines the prospective customers to be prospected (offered byinsurance);
2) Gradually stimulate the growth of customer awareness for insurance;
3) Identify the insurance needs of prospective customers;
4) If the prospective customer wants a different insurance pattern, the agent must be ableto provide a solution; and
5) After the prospective customer signs the contract, the agent must maintain a relationshipso that the agent can help consumers with excellent service.

During the insurance closing process by agents, the issue of concern for consumer protection efforts is related to standard agreements. Black is defined as a standardized contractform offered to consumers of goods and services on an essentially "take it or leave it" basis without affording consumers a realistic opportunity to bargain and under such conditions that consumers cannot obtain products or services accepted by acquiescing in from contracts.

This phenomenon does not always have a negative connotation because standard agreements are made to provide convenience (practical) for the parties concerned. However, it should be noted that the existence of this standard agreement should not be detrimental to the parties. Moreover, the interests of

[13] Ketut Sendra, *Panduan Sukses Menjual Asuransi*, PPM, Jakarta, 2002, hlm 67-68.

consumers must be prioritized because they are always in a weak position. Entrepreneurs need this agreement for the practicality of running a business, especially entrepreneurs who manage financial services, such as banking, insurance, and otherfinancial services. This is intended to have a quick, cheap, effective, and efficient transaction.

According to Hondius, a standard agreement is an agreement with the terms of a writtenconcept contained in an agreement that is still to be made, the amount of which is not certain,without discussing its contents first. Besides, there are other standard conditions calledconditions of exoneration or conditions that free a certain person from the burden ofresponsibility because something happens as a result of an act. So the conditions of exonerationlead to the release of certain people from a burden of responsibility. An agreement with termsof exoneration is also called an agreement with terms of limitation or elimination of liability.The purpose of making this condition is an attempt by one of the parties to be limited or freedfrom any liability under the law. The burden of responsibility that may be given by laws and regulations is removed from the preparation of an agreement with the terms of the exoneration.

Engels mentions that there are three juridical forms of agreement with these exonerationconditions:[14]

1) Responsibility for legal consequences because it is not good at carrying out contract obligations.
2) Own obligations that are usually borne by the party for which the conditions are madelimited or abolished (eg, emergency agreement).
3) The obligations created (conditions for release) by one of the parties are charged with assuming the other party's responsibilities that may exist for the losses suffered by the third party.

The following is an illustration of insurance problems by agents. X took life insurance,and then X was sick until he died at the hospital. Then, X's heirs take care of his insurance claim. It turned out that the insurance agent stated that he could not withdraw the funds or hisclaim because the name X listed on the ID card was not the same as the name X as stated at theinsurance company's office. All requirements for cashing out a claim are complete, due to different names, the

[14] RHJ Engels, *Syarat-syarat Eksonerasio dan Syarat-syarat untuk Pengecualian Tanggung Jawab*, termuat dalam Compedium Hukum Belanda, Leiden, April 1978, hlm 159-192.

claim cannot be cashed. Unfortunately, the agent never provided a solutionto be able to disburse the claim. Furthermore, the agent even said, that's the procedure the namemust be the same. The agent's action ignores the consumer's right to be served. Based on the illustrative example, it turns out that insurance agents have ignored the consumer's right to getexcellent service in insurance coverage.

After-sales service is an issue that cannot be separated from the stages of consumer transactions. The principle applied is caveat vendor, meaning the company and the agent are responsible. This is commonly known as product responsibility, including the professional responsibility of agents. In another sense, the responsibility of the company and the parties who distribute their products jointly and severally is absolute responsibility and responsibility without fault. The problem is Indonesia has no regulation related to this responsibility. The BPHN Academic Paper Working Team once suggested that a new system of legal accountability for products be developed, but only for the pharmaceutical sector. Whilst, an after-sales service guarantee is an automatic engagement that is charged to the company (agent). In practice, the guarantee provided by this law is tried to be minimized by utilizing a unilateral statement (exoneri clause).

Regarding the guarantee or guarantee referred to, Article 26 of the consumer protectionlaw seeks to obtain maximum protection for consumers. The full text of the article is Businessactors who trade in services are required to fulfil the agreed guarantees. Therefore, if thebusiness actor does not fulfil this provision, it can be given administrative sanctions by BPSK following the provisions of Article 60 of the consumer protection law. As a consequence of theenactment of the consumer protection law, every business actor (including agents) who sells goods and services to consumers, either directly or indirectly, is responsible for the quality of goods and services and the losses suffered by consumers. The problem of agent responsibility in life insurance marketing practices, as described above, can also be applied to severalprinciples of commitment to demand the responsibility of insurance agents as business actors.

The first is the principle of absolute liability. This principle in consumer protection law is generally used to 'ensnare' business actors, both agents and companies in marketing insuranceservices that are detrimental to consumers. This principle is known as product or professional liability According to this principle, both the agent and the insurance company are responsiblefor the loss suffered by the consumer by purchasing the insurance program.

Product or professional responsibilities by many experts are included in different legalsystems. Some enter into the law of engagement either by using the default (overmacht) or actsagainst the law (tort law), accident law (ongevallen recht), consumer law, and a separate law (product liability law).

will collect the consumer's premium; or in the case of an element of negligence in the manufacture of insurance programs which are indicated to be detrimental to consumers. The issue of product responsibility in the Civil Code contains several articles such as Articles 1322,1473, 1474, 1491, 1504, up to Article 1511 of the Civil Code. Meanwhile, the consumer protection law implies the existence of product responsibility, as contained in Articles 7 to 11 of the consumer protection law. According to Article 62 of the consumer protection law, violations of these articles are qualified as criminal acts.

Professional responsibility is different from product responsibility. The fundamental difference is in the type of product marketed. Professional responsibility is related to service delivery, while product responsibility is related to the marketing of goods. Professional responsibility is a legal responsibility for professional services provided to consumers, in this case, the policyholder or the insured. Professional responsibility by Article 1601 of the Civil Code is qualified as an agreement to perform work and an agreement to provide services, while according to Article 1792 of the Civil Code, it is qualified as an authorization.

Based on the description above, shows that there is equality regarding the relationship status between agents and companies. Services provided by insurance agents, for example, require professional responsibility for agents, so agents are responsible for all their actions in marketing insurance programs. The professional responsibility of insurance agents is to ensure the consumers' interests, policyholders or the insured can be protected as optimally as possible. An agent will assist consumers by providing data regarding the losses received and will be a defender if it turns out that the company does not want to admit the loss.[15]

Seeing this situation, the agent's position is like a double-edged sword. On the one hand,the agent must protect the interests of the principal or the company. On the other hand, the agent must also protect the interests of the policyholder or the insured. Violation of this professional responsibility can endanger the interests of

[15] Muhammad Fahmul Iltiham & Dian Wahyuni, 2016, "Strategi Agen Asuransi Syariah Dalam Meningkatkan Jumlah Nasabah (Studi Kasus Di Pt. Asuransi Takaful Indonesia Malang)", *Malia,* 7 (1)-26. https://doi.org/ 10.35891/ml.v7i1.368

consumers, both material and immaterial. Article 19 paragraph (1) of the consumer protection law confirms that the responsibilities stipulated in this law include the commitment of business actors in the service sector. Apart from being regulated by law, professional associations through the provisions of the professional code of ethics for agents, in this case, the Indonesian Life Insurance Association (AAJI).

Second, the principle of responsibility based on error can be applied to an insurance agent if the person concerned based on the provisions of Article 1365 of the Civil Code has been qualified to take an action that harms the insurance consumer. The agent's error must be proven by the plaintiff, namely the consumer following the provisions of Article 163 HIR or Article 283 RBG. This is also determined by Article 1865 of the Civil Code. Based on this principle, not only the agent can be prosecuted, but the company where the agent works can also be sued. Prosecutions against insurance companies are based on the doctrines of vicariousliability and corporate liability. For consumers, the application of this doctrine sees the status of the agent and the insurance company as a single entity, the consumer does not see the statusof the relationship between the agent and the company. This doctrine is called ostensible agency. This principle states that the defendant is always held responsible until he can prove his innocence.[16]

Third, the principle of responsibility is based on the presumption of guilt. This principleuses reverse evidence (omkering van bewijslast) in prosecutions by consumers. The principle of reverse proof was adopted by the consumer protection law as confirmed in Articles 19, 22, and 23 following the provisions of Article 28 of the consumer protection law. This principle determines that the defendant is considered guilty until the defendant can prove his innocence.This principle is used to ensure that consumer interests are protected by law because consumershave always been in a weak position compared to business actors (agents).

Fourth, the principle of responsibility is based on the presumption of innocence. This principle is the opposite of the third principle, this principle is only known in a very limited scope of consumer transactions, but in common sense, it can be justified. An example of the application of this case in the legal field of air transportation is as stated in Article 44 paragraph (2) of Government

[16] Dudi Badruzaman, 2019, "Perlindungan Hukum Tertanggung Dalam Pembayaran Klaim", *Jurnal Ekonomi dan Keuangan Syariah* 3 (1) : 91-114, https://ejournal.unisba.ac.id/index.php/amwaluna/article/view/4217

Regulation Number 40 of 1995 concerning Air Transportation. This principle is no longer applied absolutely but leads to the principle of responsibility with a limitation on compensation.

Fifth is the principle of liability with limitations. This principle means that the insurer is responsible for the insured to the extent of what was agreed in the insurance policy.[17] This principle is highly favoured by business actors through the inclusion of an exoneration clause in the standard insurance agreement that they make. Some insurance companies place standard clauses in insurance application letters that must be filled out by consumers who want to cover insurance, like "I/we (insurance consumers) free this application letter from every statement made by an agent that is contrary to the provisions stipulated contained in the standard policy of the insurer (business actor)".

The standard clause above contradicts the role of agents in insurance marketing, who act for and on behalf of the insurer. Moreover, it is emphasized that all actions of the insuranceagent related to insurance transactions are the responsibility of the insurance company that is the agent. The insurance company should state that all statements or explanations of the agentand the provisions contained in the policy are inseparable units. This principle is verydetrimental to consumers if it is unilaterally determined by business actors. However, the flexibility of business actors in conducting transactions with the standard and exoneration clauses is limited by the provisions of Article 18 Paragraphs (2) and (3) of the consumer protection law.

Regarding the issue of the standard and exoneration clauses, there is the possibility of disputes between the parties. If there is a dispute in the insurance agreement, then the policyholder/insured and the insurance agent must be involved because the suitability of the will to cover insurance is carried out by the following Article 1320 of the Civil Code. Besides that, the application of the institution of abuse of circumstances (misbruik van omstandigheden)in consumer transaction disputes can be accepted as an alternative principle. So it can become one of the important principles in positive Indonesian law. According to van Dunne, the abuse of circumstances occurs due to two elements, the loss to one

[17] Muhammad Shafwan Hadi, 2022, "Pengawasan Hukum Terhadap Pemegang Polis Akibat Kesalahan Agen Asuransi Dalam Penawaran Polis Asuransi Yang Diperjanjikan (Studi Putusan Nomor 837/Pdt.G/2018/Pn.Mdn)", *Jurnal Ilmiah Mahasiswa Hukum [JIMHUM]*, 2 (2) : 1-10 http://jurnalmahasiswa.umsu.ac.id/index.php/jimhum /article/view/1298

party and the abuse of opportunityby the other party.

The problem is this principle has not been formally accepted in the Indonesian Civil Code. However, throughout the history of the judiciary in Indonesia, according to Henry P. Pangaribuan, there are two judges' decisions that can be considered jurisprudence, which in their preamble contains considerations of abuse of circumstances by one party. The consumerprotection law opens up the possibility that consumers will use the excuse of abuse of circumstances to sue business actors. For example, one of the rights of consumers contained inArticle 4 Letter (g) of the consumer protection law is the right of consumers to be treated or served correctly and honestly and not discriminatory. These provisions can be interpreted as aprohibition of abuse of circumstances.

Based on the description above, it can be concluded that the consumer protection law provides legal protection for consumers through the regulation of rights and obligations for consumers and business actors. Therefore, the enactment of consumer protection law creates new hope for consumers because the rights and interests of consumers related to their needs can be protected. However, it has not been fully implemented because of the constrained by several problems such as the lack of understanding of consumers and business actors regardingthe substance of the consumer protection law, lack of responsiveness and weakness of supporting institutions such as BPSK in handling consumer disputes and the lack of supervisionand political will of the government (financial department cq financial institutions) in encouraging the creation of a proper insurance business.

IV. CONCLUSION

The consumer protection law provides legal protection for consumers through the regulation of rights and obligations for consumers and business actors. It also specifies the responsibilities of agents in marketing a product, either in the form of goods or services. However, in its implementation, it has not been fully implemented because it is constrained byseveral problems such as the lack of understanding of consumers and business actors regardingthe substance of the consumer protection law, lack of responsiveness and weakness of supporting institutions such as BPSK in handling consumer disputes and the lack of supervision and political will of the government (financial department cq financial institutions) in encouraging the creation of a health insurance business.

REFERENCES

Books

Engels, RHJ. 1978.. Syarat-syarat Eksonerasio dan Syarat-syarat untuk Pengecualian Tanggung Jawab, termuat dalam Compedium Hukum Belanda, Leiden.

Guidelines for Consumer Protection of 1985 PBB.

Syawali, Husni. dan Imaniyati, Neni Sri. 2000. Hukum Perlindungan Konsumen, MandarMaju, Bandung.

Ketut Sendra. Panduan Sukses Menjual Asuransi, PPM, Jakarta, 2002.

Shofie, Yusuf. 2003. Perlindungan Konsumen dan Instrumen-Instrumen Hukumnya, CitraAditya Bakti, Bandung.

S., Otje Salman. Susanto. Anton F. 2004. Teori Hukum (Mengingat, Mengumpulkan danMembuka kembali), Refika Aditama, Bandung.

Yayasan Lembaga Konsumen Indonesia. 1985. *Panca Hak Konsumen*, YLKI, Jakarta.

Journal

Aprilia, Dita. & Syahriza, Rahmi. 2022, "Analisis Faktor-Faktor Yang Mempengaruhi Pertumbuhan Asuransi Syariah Di AJS, Bumiputera 1912 Kantor Wilayah Medan", Jurnal Manajemen Akuntansi (JUMSI), 2 (2): 254-263 https://doi.org/10.36987/jumsi.v2i3.2627

Badruzaman, Dudi. 2019. "Perlindungan Hukum Tertanggung Dalam Pembayaran Klaim", Jurnal Ekonomi dan Keuangan Syariah 3 (1) : 91-114, https://ejournal.unisba
.ac.id/index.php/amwaluna/article/view/4217

Butarbutar, E. Nurhaini. 2011. "Asas Praduga Tidak Bersalah: Penerapan dan PengaturannyaDalam Hukum Acara Perdata", Jurnal Dinamika Hukum, 11 (3): 470-479,. http://dx.doi .org/10.20884/1.jdh.2011.11.3.175

Hadi, Muhammad Shafwan. 2022. "Pengawasan Hukum Terhadap Pemegang Polis Akibat Kesalahan Agen Asuransi Dalam Penawaran Polis Asuransi Yang Diperjanjikan (Studi Putusan Nomor 837/Pdt.G/2018/Pn.Mdn)", *Jurnal Ilmiah Mahasiswa Hukum [JIMHUM],* 2 (2) : 1-10 http://jurnalmahasiswa.umsu.ac.id/index.php/jimhum/article/ view/1298

Iltiham, Muhammad Fahmul & Wahyuni, Dian. 2016. "Strategi Agen Asuransi Syariah Dalam Meningkatkan Jumlah Nasabah (Studi Kasus Di Pt. Asuransi Takaful Indonesia Malang)",Malia, 7 (1)-26. https://doi.org/10.35891/ml.v7i1.368

Keraf, Sonny. 1998. "Persoalan Etis Bisnis Kita dalam "Menggugat Etika Bisnis". A*fkar Jurnal Tiga Bulanan,* CIDES, Vol. 5 (4).

Putra, I Wayan Agus Satriya Wedhana. Sukihana, Ida Ayu "Kedudukan Agen Asuransi Di Era Digital Dalam Menawarkan Produk Asuransi", Jurnal Kertha Semaya, Vol. 8 No. 3 Tahun 2020, hlm. 350-367. https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/57420

Widiyanto, Desta Putra. Fauziah. 2021. "Tanggung Jawab Hukum Agen Asuransi Terkait Praktik Fraud Pada Perusahaan Asuransi Yang Merugikan Nasabah", *Jurnal Program Pascasarjana Ilmu Hukum Universitas Islam As-Syafi'iyah,* 7 (1) : 104-119, DOI: https://doi.org/10.34005/veritas.v7i1

Hariyadi, Edi dan Abdi, Triyanto. 2017. "Peran Agen Asuransi Syariah Dalam MeningkatkanPemahaman Masyarakat Tentang Asuransi Syariah", 5 (1) : 19-38. https://doi.org/ 10.46899/jeps.v5i1.164

Purba, Onan dan Silalahi, Rumelda. 2019. "Perlindungan Konsumen Terhadap Wansprestasi Pelaku Usaha", Jurnal Darma Agung, 27 (3) : 1072– 1081 http://dx.doi.org/10.46930 /ojsuda.v27i3.368

Web and Others

Direktorat Asuransi Departemen Keuangan RI. 2007. Googlerelated:www.djlk.depkeu.go .id/asuransi/- 18k.

Indonesian Life Insurance Association, March 12nd 2022, Total Pendapatan Asuransi Jiwa 2021 Naik 11.9 persen capai Rp 241.17 T. can be accessed at https://www.aaji.or.id/ Articles/total-pendapatan-asuransi-jiwa-2021-naik-11.9-persen-capai-rp-241.17-t [accessed in August 5th 2022].

Ryan Virgiawan, *Ini 5 Perusahaan Asuransi Bermasalah di Indonesia, Termasuk Jiwasraya*, January 1st 2020, can be accessed at https://www.minews.id/kisah/ini-5-perusahaan- asuransi-bermasalah-di-indonesia-termasuk-jiwasraya [accessed on August 5th 2022].

Rahmi Yati dan Azizah Nur Alfi YLKI Terima 535 Pengaduan Sepanjang 2021, Jasa Keuangan Mendominasi, can be accessed at - https://finansial.bisnis.com/read/20220107/90/14 86477/ylki-terima-535-pengaduan-sepanjang-2021-jasa-keuangan-mendominasi. [accessed on August 5th 2022]