ABSTRAK

PENOLAKAN KLAIM ASURANSI JIWA DALAM PENYELESAIAN KREDIT DEBITUR YANG MENINGGAL DUNIA (Studi Putusan No. 86/Pdt.G/2023/PN Pwt)

Oleh

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Menurut Pasal 1 angka 6 UU Nomor 40 Tahun 2014 tentang Perasuransian, Usaha Asuransi Jiwa adalah usaha yang menyediakan jasa penanggungan risiko dengan memberikan pembayaran kepada pemegang polis atau pihak yang berhak jika tertanggung meninggal dunia. Namun, dalam putusan No. 86/Pdt.G/2023/PN Pwt terjadi penolakan klaim asuransi oleh PT Asuransi Jiwasraya dalam penyelesaian kredit debitur yang meninggal dunia, sehingga menimbulkan sengketa hukum terkait kewajiban pembayaran utang oleh ahli waris debitur. Penelitian ini bertujuan untuk mengkaji mengenai: Pertama, tanggung jawab ahli waris dan perusahaan asuransi dalam penyelesaian kredit debitur yang meninggal. Kedua, dasar pertimbangan hakim dalam memutus perkara. Ketiga, akibat hukum dari penolakan klaim asuransi jiwa terhadap penyelesaian kredit pada putusan No. 86/Pdt.G/2023/PN Pwt.

Metode yang digunakan adalah penelitian hukum normatif dengan pendekatan deskriptif dan studi kasus hukum. Penelitian ini mengkaji peraturan perundang-undangan yang relevan, dan putusan pengadilan. Data penelitian bersumber dari bahan hukum primer, sekunder, dan tersier, yang dikumpulkan melalui studi pustaka dan studi dokumen. Data diolah secara sistematis melalui pemeriksaan, penandaan, rekonstruksi, dan penyusunan berdasarkan kerangka masalah.

Hasil penelitian menunjukkan bahwa ahli waris bertanggung jawab melunasi utang debitur berdasarkan prinsip saisine dalam Pasal 833 KUH Perdata, namun, ahli waris memiliki hak untuk menolak warisan atau menerima dengan syarat. Sedangkan Perusahaan asuransi wajib memenuhi klaim sesuai ketentuan polis dan peraturan yang berlaku. Selain itu, dasar pertimbangan hakim memutus perkara dalam putusan No. 86/Pdt.G/2023/PN Pwt adalah adanya hubungan hukum yang sah antara penggugat dan tergugat terkait perjanjian kredit dan penolakan klaim asuransi yang dianggap sah karena ketidakjujuran dalam pengisian data kesehatan oleh tertanggung. Hal tersebut menimbulkan akibat hukum penolakan penghapusan utang kredit dan hak tanggungan atas barang jaminan karena klaim asuransi jiwa ditolak akibat ketidakjujuran informasi kesehatan debitur.

Kata Kunci: ***Ahli Waris, Asuransi Jiwa, Klaim Asuransi, Kredit***

ABSTRACT

REJECTION OF LIFE INSURANCE CLAIMS IN THE SETTLEMENT OF CREDIT FOR DECEASED DEBTORS (A Case Study of Decision No. 86/Pdt.G/2023/PN Pwt)

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According to Article 1, point 6 of Law Number 40 of 2014 concerning Insurance, Life Insurance Business is a business that provides risk protection services by making payments to policyholders or entitled parties if the insured person passes away. However, in Decision No. 86/Pdt.G/2023/PN Pwt, there was a rejection of an insurance claim by PT Asuransi Jiwasraya in the settlement of a debtor's credit following their death, resulting in a legal dispute regarding the obligation of the debtor's heirs to settle the debt. This research aims to examine: First, the responsibilities of the heirs and the insurance company in settling the credit of a deceased debtor. Second, the basis of the judge's considerations in deciding the case. Third, the legal consequences of rejecting a life insurance claim on credit settlement as reflected in Decision No. 86/Pdt.G/2023/PN Pwt.

The method used is normative legal research with a descriptive approach and case study analysis. This study examines relevant statutory regulations and court decisions. Research data are derived from primary, secondary, and tertiary legal materials, collected through literature and document studies. The data are systematically processed through examination, marking, reconstruction, and arrangement based on the problem framework.

The results indicate that heirs are responsible for settling the debtor's debts based on the principle of saisine in Article 833 of the Civil Code; however, heirs have the right to reject the inheritance or accept it conditionally. Meanwhile, the insurance company is obligated to fulfill claims in accordance with the policy terms and applicable regulations. Furthermore, the judge's consideration in deciding the case in Decision No. 86/Pdt.G/2023/PN Pwt was the existence of a valid legal relationship between the plaintiff and the defendant concerning the credit agreement and the rejection of the insurance claim, which was deemed valid due to dishonesty in the health data provided by the insured. This led to the legal consequence of rejecting the write-off of the credit debt and the retention of security rights over the collateral, as the life insurance claim was denied due to the debtor's dishonesty in disclosing health information.

Keywords: Heirs, Life Insurance, Insurance Claim, Credit