

Liability for Delay in Disbursement of Insurance Claims at Joint Life Insurance Bumi Putera 1912

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Abstract

Through the whole of the year 2020, the organization has been operating with a deficit that has a value of (5.4) five point four trillion Rupiah. Despite the fact that a number of policyholders have not been successful in obtaining scholarships up to this point, the policyholders have fulfilled their obligations by paying premiums in accordance with the minimum amount. The purpose of this study is to investigate the degree to which Joint Life Insurance Bumi Putera is able to fulfill its corporate duty to its clientele. Approaches of empirical research are used in this study. These approaches include conducting interviews and observations with policyholders and AJB Bumi Putera 1912, using a statutory analysis methodology. According to the findings of the data analysis, Joint Life Insurance Bumi Putera Company is going to have to deal with a lot of serious implications as a result of default. On the other hand, the corporation is only capable of meeting the solvency level of -1197.39 percent, which would be regarded to be lower than the goal solvency level of 120 percent that was established. Consequently, the researcher arrives to the ultimate conclusion that Joint Life Insurance Bumi Putera will make payments for insurance if the policyholder satisfies the standards that have been presented by the organization itself. This study has a number of consequences, one of which is that the procedure of submitting a claim for redemption should be accompanied with a deadline, such as a maximum of one month, in order to ensure that there is clarity about the time limit for claim payment.

1. Introduction

Most humans often experience things that are not expected when meeting their needs, for example loss and loss. In the opportunity of loss and uncertainty, several rights will arise, for example in economic uncertainty, nature, war, murder, theft.¹ Humans in facing this is a risk. Ways to overcome a risk such as preventing, avoiding, transferring accepting risk and sharing it. risk transfer means that the risk he will face or his responsibility is transferred to another party to bear it. Insurance companies are one example of a risk transfer organization.²

Insurance companies collect premiums and transfer risks. One of the earliest mutual life insurance organizations in Indonesia, Joint Life Insurance Bumiputera 1912 (hereinafter referred to as JLI Bumiputera 1912, will be studied. As JLI Bumiputera 1912 develops, more and more work and obligations must be completed to fulfill the promise of the company owner. Featured products of JLI Bumiputera 1912 include Mitra Beasiswa Berencana, Cerdas, Melati, and Permata. Article 57 paragraph 1 of Law Number 40 of 2014 concerning the

¹ Rosyidi Hamzah et al., "Imperfect Information of Bankers Clause in Credit Agreements in Banking Institutions: Further Legal Impact," *Lex Scientia Law Review* 7, no. 2 (November 29, 2023): 529-68, <https://doi.org/10.15294/LESREV.V7I2.76529>.

² Atikalina Aulia Sidabariba, M Hendra, and Pratama Ginting, "Perlindungan Hukum Terhadap Lembaga Perbankan Akibat Klaim Asuransi Jiwa Kredit Apabila Terdapat Penolakan Pembayaran Klaim," *Jurnal Notarius* 2, no. 2 (October 27, 2023), <https://jurnal.umsu.ac.id/index.php/notarius/article/view/17047>.

Insurance (hereinafter referred to as Law No. 40/2014) states that the Financial Services Authority regulates and supervises the insurance business. Based on Article 1 paragraph 1 and Article 2 paragraph 2 of Law Number 21 of 2011 concerning the Financial Services Authority (hereinafter referred to as Law No. 21/2011) in carrying out its duties and authorities is independent and free from interference from other parties. Insurance is a non-banking financial entity that manages risk, in accordance with law and economics. The aim is to avoid losses from unexpected situations. The Dutch term "verzekering" means "coverage" and "insurance."³ According to the policy, the insurer undertakes to compensate the insured (the other permitted party) with a premium.⁴ Since the insured pays a premium to the insurance company, insurance is both social and economic. If this insurance company wants to expand, this advantage is appropriate.⁵

Currently the JLI Bumi Putera 1912 Company is in the spotlight from a few years ago, which has experienced a deficit of twenty point nine trillion Rupiah right on December 31, 1997. JLI Bumi Putera 1912 has failed to pay its customers for years, efforts in restructuring have always been carried out since the deficit, but have not found a bright spot. Moreover, on December 31, 2018 JLI Bumi Putera wrote a deficit worth twenty trillion Rupiah, but a year later the arrears of claims experienced by JLI Bumi Putera 1912 obtained (4.2) four point two trillion Rupiah and simultaneously increased the risk of claims throughout 2020 with five point four trillion Rupiah.⁶

One such evidence shows that some of the customers failed to receive the scholarship, even though the customers had fulfilled their promise to pay the premium according to the nominal amount and for such at the time of receiving the education scholarship to continue their education to college.⁷ Events in default run by the JLI Bumi Putera 1912 Company that has not fulfilled its responsibility to pay the education guarantee that occurred reached all parts of the archipelago, which includes in North Sumatra Province. If this situation continues and the government does not take action to sanction JLI Bumi Putera 1912, it will have a negative impact on customers in Indonesia. Therefore, payment defaults will always occur, and all of its assets can be confiscated by the state to pay customers who are found in default.⁸

Policy holders protest against delays in disbursing insurance claims not only occur at the AJB Bumi Putera 1912 Head Office, but also take place at the JLI Bumi Putera 1912 branch

³ Ni Putu Purnama Wati, Ni Luh Made Mahendrawati, and Desak Gde Dwi Arini, "Tanggung Jawab Pihak Asuransi Terhadap Perjanjian Kredit Bank Dalam Hal Debitur Meninggal Dunia," *Jurnal Konstruksi Hukum* 2, no. 1 (March 1, 2021): 196–201, <https://doi.org/10.22225/JKH.2.1.2996.196-201>.

⁴ Dwi Evanti Andriani and Hardian Iskandar, "Penyelesaian Kredit Dari Debitur Yang Meninggal Dunia Dengan Klaim Asuransi Jiwa," *UNES Law Review* 6, no. 2 (January 18, 2023): 6981–89, <https://doi.org/10.31933/UNESREV.V6I2.1585>.

⁵ R Ratnaningsih, "Inkonsistensi Perlindungan Hukum Nasabah Pemegang Polis Asuransi Jiwa Bersama Bumi Putera 1912," *Journal of Economic and Business Law Review*, 2, no. 1 (2022): 16–30.

⁶ Pernita Hestin Untari, "Begini Cara AJB Bumiputera 1912 Hidup Di Tengah Kasus Gagal Bayar," *Bisnis.com*, 2023.

⁷ Indra Afrita and Wilda Arifalina, "Tanggung Jawab Hukum Perusahaan Asuransi Jiwa Terhadap Tertanggung Dalam Pembayaran Klaim Asuransi," *Jurnal Hukum Respublica* 20, no. 2 (May 28, 2021): 123–34, <https://doi.org/10.31849/RESPUBLICA.V20I2.7232>.

⁸ Silvana Nur Rahmat Lukum Mutia Cherawaty Thalib, "Tanggung Jawab PT. Terhadap Asuransi Bumi Putera Klaim Pelanggan Karena Tindakan Defaul," *Jurnal Hukum Damhil* 2, 2022.

office⁹ Medan branch office located at Jalan Iskandar Muda No. 138, Petisah Hulu, Kec. Medan Baru, Medan City, North Sumatra. Customers who were victims of JLI Bumi Putera's insurance default took simultaneous actions and peaceful actions to demand their rights. Many of the customers submitted claims for disbursement of funds because their contracts had expired.¹⁰ And even customers provided information, that their insurance claims had not been paid from 2017. Quoted from *Bisnis.com* in Sumatra business Thursday, February 11, 2021. Stating that they were very disappointed because it had not been paid for two to three years and even those who died had not been paid until now. JLI Bumi Putera 1912 North Sumatra-Aceh Regional Head Agus Patami agreed to the demands and sided with the policyholders.¹¹

Insurance as a very important role because in addition to providing protection against possible losses that will occur, insurance also encourages other economic growth.¹² However, the guarantee of legal protection for insurance policyholders is less protected in reality. Policyholders always have difficulty obtaining compensation after the event occurs. Irvan, an expert said that JLI Bumi Putera's efforts to fulfill claim obligations to customers are like an endless winding road. He stated that, although JLI Bumiputera 1912 has undergone several management changes, the mutual insurance company is still unable to pay claims to its customers.¹³ In accordance with the agreement in the JLI Bumi Putera 1912 policy, if AJB Bumi Putera insurance cannot fulfill its promises, the JLI Bumi Putera insurance company can claim compensation and be processed legally to provide legal certainty for aggrieved customers.

The AJB Bumi Putera company will face a number of significant consequences of default. These include the company's poorer financial health, with its Risk Based Capital (RBC) declining to 1,164.77 percent by December 2021, well below the minimum required by Financial Services Authority. On February 10, 2023 Financial Services Authority approved the company's Financial Restructuring Plan (FSP), which is expected to help improve the company's financial condition and settle pending claims.¹⁴ JLI Bumi Putera 1912 failed to settle consumer claims. Fien Mangiri, Coordinator of the Jabodetabek Region of Bumiputera Education Insurance Policyholders, said that 5 million consumers who have children's education funds or education insurance have not been able to withdraw payments. In early September 2021, 324 Bumi Putera policyholders sent a collective summons to the management

⁹ Vinsensia Pale, "Analisis Keterbukaan Informasi AJB Bumi Putera 1912 Terkait Kasus Keterlambatan Pembayaran Klaim Asuransi Pada Pemegang Polis (Jatuh Tempo 2017-2019)," *Repository.Uppnj.Ac.Id*, 2021.

¹⁰ MAR Ramadhan, "Tanggung Jawab Perusahaan Asuransi Terhadap Tertanggung (Studi Komparasi Dalam Kasus Wanprestasi Di PT Asuransi Jiwa Bersama Bumiputera Cabang Maumere)," *Jurnal Magister Ilmu Hukum* 9, no. 1 (May 6, 2024): 72-91, <https://doi.org/10.36722/JMIH.V9I1.2812>.

¹¹ Cristine Evifania Manik, "Pemegang Polis Datangi Kantor Bumiputera Medan," *Bisnis.com*, 2021.

¹² Antonio. Niko, "Analisis Yuridis Penolakan Klaim Asuransi Jiwa Yang Dilakukan Oleh Pihak Penanggung Terhadap Tertanggung Yang Terjadi Di Pt. Axa Mandiri Finance Service," *Novum: Jurnal Hukum* 1, no. 4 (October 15, 2024): 43-55, <https://doi.org/10.2674/NOVUM.V1I4.11573>.

¹³ Rika Anggraeni, "Pemegang Polis Bumiputera 1912 Lakukan Sidang Ke-14, Ini Kata Saksi Ahli Artikel Ini Telah Tayang Di *Bisnis.Com* Dengan Judul "Pemegang Polis Bumiputera 1912 Lakukan Sidang Ke-14, Ini Kata-Saksi-Ahli.," *Bisnis.com*, 2024.

¹⁴ Francisca Christy Rosana, "Rencana Penyelesaian Klaim Bumiputera Disetujui, Titik Terang Masalah Gagal Bayar," *Bisnis.com*, 2022.

of JLI Bumi Putera 1912. This subpoena was sent to Financial Services Authority on Thursday, September 2, 2021.

Previous research aims to obtain comparison and reference materials. In addition, to avoid the assumption of similarity with this research. So in this case the researcher lists the results of previous research. According to Rama Agung Wijaya¹⁵ AJB Bumi Putera 1912 and the government created internal and external obstacles. The similarities and differences between this research and the researcher's research make it important. This research and Rama Agung Wijaya's research have similarities and differences. These two studies both use the study of Joint Life Insurance (AJB) Bumi Putera 1912 regarding the right to disburse policyholder claims. Unlike the previous research on Mitra Proteksi Mandiri, this new research will not concentrate on the topic and will not change the location or year.

According to Muhammad Tharman¹⁶ the results of his study show that there are several violations committed by the AJB Bumi Putera company, the company did not fulfill its obligations as the insurer. From this research, it is relevant to the research that the researcher will do because it has similarities and differences. The difference from this research that I will do is located in the formulation of the problem, namely that the researcher focuses on the causes of arrears and how to improve the process of disbursing insurance claims, besides that PNM has been established. This research will analyze the causes of insurance claim arrears at AJB Bumi Putera 1912, based on the background of the difficulties that have been mentioned. The role of AJB Bumi Putera in facilitating insurance claims and reducing customer arrears. Researchers conducted research directly at AJB Bumi Putera 1912 Medan by raising the research title to "Liability for Arrears in Disbursement of Insurance Claims at AJB Bumi Putera 1912".

2. Methods

Researchers use research methods to collect data and gain new insights. This empirical study relies on direct experience, observation, experimentation, and real observation of reality. Researchers use the Statute Approach in this research. Article 1313 of the Indonesian Civil Code defines an agreement as an act that binds one or more parties, and the statutory approach examines the regulations and provisions of Article 1365 of the Civil Code on tort.¹⁷ Article 1243 of the Indonesian Civil Code regulates breach of promise, and Law No. 40/2014 limits insurance objects to insurance companies in Indonesia. Related to the delay of insurance claims, which includes tort and breach of the insurer-insured agreement. Sourced from laws, papers, books, and other sources.

¹⁵ Rama Agung Wijaya, "Hambatan Yuridis Dalam Pembayaran Klaim Riestrukturisasi," *Dspace.Uii.Ac.Id*, February 15, 2019, <https://dspace.uui.ac.id/handle/123456789/13930>.

¹⁶ Muhammad Tharman et al., "Tanggung Jawab AJB Bumiputera Kepada Pemegang Polis Gagal Bayar Menurut Pasal 1365 KUHPerdara," *Aufklarung: Jurnal Pendidikan, Sosial Dan Humaniora* 2, no. 4 (December 2, 2022): 484-90, <https://www.pijarpemikiran.com/index.php/Aufklarung/article/view/334>.

¹⁷ Moch Syamsuddin and Cynthia Satifa Putri, "Proteksi Hukum Bagi Pemegang Polis Asuransi Terhadap Pailitnya Perusahaan Asuransi," *Salam: Jurnal Sosial Dan Budaya Syar-I* 9, no. 2 (March 8, 2022): 491-502, <https://doi.org/10.15408/SJSBS.V9I2.25112>.

This research uses descriptive research.¹⁸ Researchers discuss populations (Policyholders) or phenomena (JLI Bumi Putera) and evaluate events that occur. Researchers describe and analyze claim disbursement arrears and settlement of JLI Bumi Putera default cases descriptively. This research relies on interviews with JLI Bumi Putera 1912 and insurance policyholders as the main data source. It has primary legal documents. Books, magazines, papers, and other publications that explain core legal elements are secondary legal sources. According to Muhaimin¹⁹ suggests observation, interviews, and literature research for the collection of legal materials. Researchers use descriptive data analysis based on decision materials and the results of interviews with respondents or informants to collect data that meets the requirements. The author uses field research data from observations, interviews, and literature studies. Interviews and literature and legal references will accompany the findings of researchers. So that the research results can lead to problem solving.²⁰

3. Results and Discussion

The insurer and the insured legally recognize an insurable interest as a right to account for financial risk. The insurer pays for the insured's financial loss as compensation for the risk through indemnity.²¹ The insurer must explain its rights and obligations to both parties in utmost good faith during the insurance term. In addition, Proximate Cause insurance is an active and efficient cause that produces events in a chain or sequence without additional variables.²² Subrogation is the insurer's power to sue third parties, and contribution is a logical consequence of indemnification to help compensate the insured. Abdulkadir Muhammad defines liability theory as liability in civil law, which applies to insurance.²³ This approach includes intentionality (International Tort culpability), negligence (Negligence Tort Liability), and absolute liability for illegal acts without fault.²⁴ There is a link in the liability theory with JLI Bumi Putera, namely that there is a responsibility carried out due to negligence (Negligence Tort Liability), which is caused by JLI Bumi Putera itself and caused by the government. The onset of the event, the insurer is obliged to compensate the policyholder in order to pay off the arrears in the disbursement of the insurance claim.

¹⁸ Wiwin Wintarsih Windiantina, "Permohonan Penundaan Kewajiban Pembayat Utang (PKPU) Bagi Asuransi Yang Mengalami Pailit," *Innovative: Journal Of Social Science Research* 3, no. 3 (July 22, 2023): 5647-55, <https://doi.org/10.31004/INNOVATIVE.V3I3.2350>.

¹⁹ Muhaimin.

²⁰ Devi Syukri Azhari et al., "Aspek Hukum Perlindungan Terhadap Pegawai Dinas Pemadam Kebakaran Kabuapten Konawe Melalui Program Asuransi Kesehatan," *Innovative: Journal Of Social Science Research* 3, no. 3 (August 2, 2023): 8025-35, <https://doi.org/10.31004/INNOVATIVE.V3I3.3080>.

²¹ Alwi Alwi, "Tinjauan Yuridis Upaya Pengajuan Kepailitan Terhadap Perusahaan Asuransi Oleh Nasabah Asuransi," *JPPi (Jurnal Penelitian Pendidikan Indonesia)* 7, no. 4 (December 30, 2021): 722-28, <https://doi.org/10.29210/020211225>.

²² Deborah Intan Paulina and Siwi Talinta Fitra Medica, "Problematika Pencairan Hak Jasa Layanan Rumah Sakit Oleh BPJS Kesehatan," *Al Qodiri : Jurnal Pendidikan, Sosial Dan Keagamaan* 20, no. 2 (August 23, 2022): 267-87, <https://doi.org/10.53515/QODIRI.2022.20.2.267-287>.

²³ Salisa Dwi Ceysa et al., "Implementasi Perlindungan Hukum Terhadap Pemegang Polis Asuransi Dalam Menyelesaikan Sengketa Asuransi," *Jurnal Pendidikan Tambusai* 8, no. 1 (January 23, 2024): 4595-99, <https://doi.org/10.31004/JPTAM.V8I1.13099>.

²⁴ Hasbi Tarmum and Henny Marlyna, "Implementasi Dan Penguatan Lembaga Perlindungan Konsumen Nasabah Asuransi," *Syntax Literate ; Jurnal Ilmiah Indonesia* 8, no. 4 (April 29, 2023): 3074-87, <https://doi.org/10.36418/SYNTAX-LITERATE.V8I4.11738>.

3.1. Causes of Delay in Disbursement of Insurance Claims at JLI Bumi Putera 1912

Fault and risk are the main categories of liability in civil law. As such, liability without fault and liability without fault are recognized to exist.²⁵ Risk liability or strict liability is another thing. If someone injures another person, they should be held liable under the concept of fault-based liability. Risk liability holds the plaintiff's customers harmless if the defendant manufacturer directly caused their company. Article 1365 of the Indonesian Civil Code defines tort as an unlawful act that harms another person. A claim is a request for compensation from the insured. Thus, a claim is a request for the rights of a terminated insurance agreement.²⁶

According to the Civil Law states that default-based civil liability begins with an agreement that provides rights and obligations. Based on the agreement, insurers who breach commitments can be declared negligent or in default and held legally liable. Although based on criminal activity, civil liability is based on legal rights and responsibilities.²⁷ So in accordance with the agreement in the JLI Bumiputera 1912 policy, if AJB Bumiputera insurance cannot fulfill its promise, the JLI Bumiputera company can claim compensation and be processed legally to provide legal certainty for aggrieved customers.

Financial Services Authority urges JLI Bumiputera 1912 to pay the claims of policyholders who receive Reduced Benefit Value with Benefit Value Reduction (BVR) is an Indonesian State-Owned Enterprise engaged in financial services. Ogi Prastomiyono, Financial Services Authority Chief Executive of Insurance, Guarantee, and Pension Fund Supervision, said this in his written response at the press conference of the October 2023 Monthly Board of Commissioners Meeting. Ogi reported on Wednesday (1/11/2023) that "Financial Services Authority strongly requests JLI Bumiputera 1912 to immediately pay claims from policyholders who have agreed to the Reduced Benefit Value policy." JLI Bumiputera 1912 announced that it will use the Financial Services Authority guarantee fund to pay customer claims. This has not been able to be done until now because it has not yet received approval from the Financial Services Authority. As shown in the Life Insurance Company's quarterly financial report.²⁸

The report from JLI Bumiputera 1912 reveals that the solvency level ratio of the firm has declined from -645% on December 31, 2019, to -662% on March 31, 2020, -1145.06% on June 31, 2020, -1139.79% on September 30, 2020, and -1170.70% on December 31, 2020. This reduction occurred from the previous year's figure of -645%. Provide a description of the term, and then shorten it. It is reported in the annual financial report for 2019 that the solvency status is -

²⁵ Rickson Winaldy, Moody Rizqy, and Syailendra Putra, "Tinjauan Yuridis Terhadap Permohonan Kepailitan Pada Perusahaan Asuransi Jiwa Kresna," *JERUMI: Journal of Education Religion Humanities and Multidisciplinary* 1, no. 2 (December 1, 2023): 787–92, <https://doi.org/10.57235/JERUMI.V1I2.1495>.

²⁶ Winaldy, Rizqy, and Putra.

²⁷ Ratnaningsih, "Inkonsistensi Perlindungan Hukum Nasabah Pemegang Polis Asuransi Jiwa Bersama Bumi Putera 1912."

²⁸ Melinda Christiani, Yoan Nursari Simanjuntak, and Irta Windra Syahrial, "Tanggung Gugat Pengelola Statuter OJK Terhadap Kerugian Nasabah Atas Penundaan Pembayaran Klaim Asuransi Yang Sudah Jatuh Tempo Ditinjau Dari Undang-Undang Nomor 40 Tahun 2014 Tentang Perasuransian," *Al Qodiri: Jurnal Pendidikan, Sosial Dan Keagamaan* 21, no. 2 (August 21, 2023): 435–51, <https://doi.org/10.53515/QODIRI.2023.21.2.435-451>.

1197.39%, which is lower than the aim of 120%. Due to the fact that its obligations were more than its assets, the firm was unable to meet the requirements for solvency.²⁹

The cause of the failure of insurance companies to fulfill their promises is always due to the fact that they cannot fulfill their responsibilities in accordance with the agreement made between the customer and AJB Bumiputera.³⁰ One of them can be seen from the existence of several causes of the company's education insurance failure to pay premiums after the customer has fulfilled the obligation to pay premiums for approximately 12 (twelve) years, because the coverage is at elementary, junior high, and high school age. In terms of contract failure, it can be caused by internal factors of the company parties as well as external factors that affect the existence of the contract. The causes of internal obstacles include available funds, the company's deficit that continues to increase every year, and the management of the dwindling organs in JLI Bumiputera. And the causes of external factors such as incomplete documents and not meeting policy requirements.

Aside from that, specifically in the issues that are occurring inside the firm. A reduction in the budget for redemption claims has been implemented, which has a negative impact on claim payments. This is due to the fact that the claims and finance departments sometimes prevent policyholders from making redemption claims. The special statutory manager has imposed a moratorium that forbids redemption claims, which will have an effect on slowing down the payment process. This moratorium will stop redemption claims from being submitted. The fact that the government and parliament did not adopt a specific statute for joint ventures until the Constitutional Court's maximum limit of two years and six months, which is widely anticipated by consumers, is the external challenge that the firm is facing.³¹ The government will treat mutual insurance carriers unjustly in front of the law as a result of this special statute, which will also produce legal confusion and unfairness. The addition of provisions that pertain to mutual insurance businesses is one of the ways that the Government and the House of Representatives (HoR) altered the insurance legislation. Article 6 of Law No. 40/2014, which was enacted by the Government and the House of Representatives, was designed to provide legal entity status to mutual insurance firms that currently exist. In light of the fact that the article has an inferred meaning for the state, the only JLI Bumiputera 1912 that has been recognized by law up to this point is the one. Mutual businesses are the business operations of insurance companies. There will be more provisions on mutual legal entities that will be provided by a government regulation; however, the government has not yet accomplished this.

3.2. Liability of JLI Bumi Putera in an Effort to Improve the Insurance Claim Disbursement Process and Minimize Delays to Customer Services

The company is again disbursing policyholder claims that have been postponed. To get the disbursement, AJB Bumiputera 1912 policyholders must fulfill several requirements set by

²⁹ Agnes Widananti, "Tanggung Jawab Hukum Berdasarkan Pasal 1365 KUH Perdata Terhadap Tertanggung Yang Mengalami Kerugian Dalam Kasus Gagal Bayar Asuransi Jiwa," *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 1, no. 6 (January 16, 2024), <https://doi.org/10.5281/ZENODO.10516229>.

³⁰ Anggraeni, "Pemegang Polis Bumiputera 1912 Lakukan Sidang Ke-14, Ini Kata Saksi Ahli Artikel Ini Telah Tayang Di Bisnis.Com Dengan Judul "Pemegang Polis Bumiputera 1912 Lakukan Sidang Ke-14, Ini Kata-Saksi-Ahli."

³¹ Untari, "Begini Cara AJB Bumiputera 1912 Hidup Di Tengah Kasus Gagal Bayar."

the management.³² The company, which was established in 1912, has decided to lower the benefit value Indonesian state-owned enterprise engaged in financial services (BVR) or abbreviated as PNM of JLI Bumiputera 1912 policies from 0 to 50 percent. According to Irvandi Gustari, President Director of JLI Bumiputera 1912, the BVR decision is used as a guideline to reduce the value of benefits for policies that currently have outstanding claim payments and/or cut the value of benefits for policies that are still active.

Benefit Value Reduction (BVR) from active policies that Individual Life insurance, single or lump sum down 42.5 percent, Irregular down 50 percent, The Supreme Audit Agency down 50 percent, Student Representative Council down 50 percent, Business Process Outsourcing (BPO) more than 3 years (Policy Age at Lapse) down 50 percent and BPO less than 3 years (Policy Age at Lapse) down 75 percent. Life Insurance: AJK did not decrease or decreased by 0 percent, NonCredit Life Insurance (NonCLI) decreased by 50 percent, Family Welfare Empowerment State-Owned Enterprises and NonState-Owned Enterprises decreased by 40 percent, and Family Welfare Empowerment Government-Owned Enterprises and Government-Owned Enterprises decreased by 40 percent. As for the terms and documents that policyholders are required to submit in order to submit delayed claim payments after Benefit Value Reduction (BVR), JLI Bumiputera 1912 states that policyholders who are eligible to submit delayed claim payments after Benefit Value Reduction (BVR) are those who have already submitted the claim payment process that came before it. In addition, the policyholder has been checked to ensure that the papers are comprehensive and suitable, which has resulted in the system being ready (status 7). In addition to paying the stamp duty, the policyholder is responsible for filling out and signing the Claim Payment Approval Statement form. Identity card photocopy is required. A copy of the family card. Please provide a copy of the first page of the account book, which includes the account holder's name and number. It is important to keep in mind that the account that is utilized must be the same account that was used when the insurance claim was first filed.³³

The benefit value reduction (BVR), the policy of PNM, and the availability of money will all be taken into consideration when making payments for claims that are still outstanding. In addition, it will be given priority if it has a claim benefit value that is lower than the Benefit Value Reduction (BVR) amount, with a maximum amount of IDR 5,000,000 (five million rupiah). In addition, for the value of the benefits that the claim provides. Following the BVR, the amount of IDR 5,000,001, which is equivalent to five million one rupiah, will be paid in two parts respectively. Then, in the technical submission of the BVR claim, payments will be handled at the individual branch offices, with the form being filled out and the form being complete. By filing a Financial Restructuring Plan (FRP) to the Financial Services Authority, JLI Bumiputera 1912 made an effort to ameliorate the default scenario that they were in. On the 10th of February in the year 2023, this FRP was granted approval by the Financial Services Authority. Revisions were made to the Activity Implementation Plan (AIP), which was then submitted to the Financial Services Authority for further approval. Implemented ongoing attempts to restructure the financial system ever since the deficit was incurred, despite the fact

³² Tharman et al., "Tanggung Jawab AJB Bumiputera Kepada Pemegang Polis Gagal Bayar Menurut Pasal 1365 KUHPerduta."

³³ Rosana, "Rencana Penyelesaian Klaim Bumiputera Disetujui, Titik Terang Masalah Gagal Bayar."

that this process takes time and has not yet produced any positive results. There are outstanding claims that total to 126.82 billion IDR that will be paid until June 2023, with the goal of settling all of the pending claims by the year 2025.

Irvandi said that maintaining AJB Bumiputera 1912's operations was the best way to save policyholders through the Activity Implementation Plan (AIP) Benefit Value Reduction (BVR) policy. The management took this step with a heavy heart because it realized the struggle of the policyholders. It added that the corporation had to cut the value of benefits to keep the joint operation running and provide pending claim payments to policyholders at a lower value.³⁴ There were three factors that influenced the choice of benefit reduction. First, in accordance with Bumiputera's Articles of Association, the Extraordinary Session of the Members' Representative Body on May 27, 2022 decided to continue the joint business. Secondly, Law Number 4 of 2023 concerning the Financial Sector Development and Strengthening (hereinafter referred to as Law No. 4/2023) Chapter VII contains the Insurance Joint Venture. The Articles of Association of the Joint Venture and Law No. 4/2023, which regulate the sharing of profits and losses, emphasize teamwork in the management of the company. Third, Financial Services Authority supports Bumiputera's Activity Implementation Plan (AIP) which reduces the value of benefits.³⁵

The findings of the interviews that were carried out by researchers with JLI Bumiputera 1912 Medan about issues that were caused by delays in the distribution of insurance claims on the part of the JLI Bumiputera firm, namely that JLI Bumiputera issued an official press release to all policyholders who were still waiting for their claims to be processed. Reducing the value of the benefits that are included in the Activity Implementation Plan is the best action that has to be made in order to save policyholders, as this notice indicates in the policy. The Financial Services Authority keeps a strict eye on the spending of operating expenses in order to ensure that there are no more instances of arrears in the payment of claims. This is accomplished by means of depositing or investing money. The business operates a BVR program that has been sanctioned by the Financial Services Authority. This program takes into account the priority level of payments that have been validated in order to reduce the amount of time that service delays affect customers.³⁶ Both inadequate financial management and external issues of the organization are equally responsible for arrears that are the consequence of delayed claims. The ratio of these two variables is fifty-fifty. The entire amount of arrears owed by customers in North Sumatra exceeds fifty thousand, and there have been Disbursements of Benefit Value Reduction (BVR) in the tens of billions of dollars.

4. Conclusion

Responsibility for Arrears in Disbursement of Insurance Claims at JLI Bumiputera 1912, the researcher can draw conclusions, the cause of arrears in claim disbursement is due to internal and external factors that affect the existence of the contract. In addition, there is no special law for joint ventures made by the Government and the HoR. Government Insurance

³⁴ Manik, "Pemegang Polis Datangi Kantor Bumiputera Medan."

³⁵ Pale, "Analisis Keterbukaan Informasi AJB Bumi Putera 1912 Terkait Kasus Keterlambatan Pembayaran Klaim Asuransi Pada Pemegang Polis (Jatuh Tempo 2017-2019)."

³⁶ Thalib, "Tanggung Jawab PT. Terhadap Asuransi Bumi Putera Klaim Pelanggan Karena Tindakan Default."

claims are official requests made by insurance companies to request money based on the provisions in the JLI Bumiputera 1912 insurance policy in paying customer claims using guarantee funds at the Financial Services Authority with the target of paying pending claims to be completed in 2025, the company has experienced a decrease in the solvency level ratio which has not met the value of the established solvency level. To get the disbursement, AJB Bumiputera 1912 policyholders must fulfill several requirements set by management. In BVR JLI Bumiputera 1912 does from 0 to 50 percent, the payment of pending claims will be made in two stages and according to BVR policy and availability of funds. So if the policyholder has carried out the requirements for disbursement of insurance claims submitted by JLI Bumiputera, AJB Bumiputera will make disbursements to customers.

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