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# Legal Liability of Insurance Companies for Unlawful Acts Arising from the Unilateral Cancellation of Life Insurance Policies: A Study of Decision No. 4943 K/Pdt/2024

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***Abstract***

*The development of Indonesian positive law has provided more detailed guidelines regarding procedures for policy cancellation, disclosure obligations, and mechanisms for objections by policyholders, affirming that insurance companies may not unilaterally cancel policies unless supported by clear legal grounds and carried out in accordance with lawful procedures. This study aims to analyze the legal liability of insurance companies for unlawful acts and to examine judicial considerations in Decision No. 4943 K/Pdt/2024. The research employs a normative juridical method using statutory, case, and conceptual approaches, with data obtained through library research and analyzed qualitatively using legal reasoning analysis. The findings indicate that unilateral cancellation of an insurance policy without lawful grounds constitutes a violation of law that gives rise to legal liability for the insurance company, as such actions fulfill all elements of an unlawful act under Article 1365 of the Indonesian Civil Code, namely the existence of an act, fault, damage, and a causal relationship. The Supreme Court emphasized that insurance companies cannot evade liability on unilateral grounds, as the refusal to pay claims and cancellation of policies contradict the principles of pacta sunt servanda and good faith; therefore, insurers are obliged to compensate the injured party. The implications of this decision confirm that the legal liability of insurance companies is firm and cannot be set aside, while also strengthening legal protection for policyholders and reinforcing the application of good faith and legal certainty in insurance practices in Indonesia.*

## INTRODUCTION

In Indonesian civil law, insurance is a form of special contract explicitly regulated under the Commercial Code (*Kitab Undang-Undang Hukum Dagang* / KUHD).[1] According to Prof. Emmy Pangaribuan Simanjuntak, the primary purpose of insurance is the transfer of risk from the insured, arising from unforeseen and undesired events, to the insurer.[2] Based on Sri Redjeki Hartono's view, the function of insurance encompasses all efforts aimed at mitigating uncertainty regarding certain losses, particularly pure losses rather than speculative ones.[3] The position of insurance in civil law has become increasingly important due to the growing public need for financial protection instruments that can provide guarantees when adverse risks occur.[4]

As a consensual agreement, the legal relationship between the insurance company and the policyholder arises once there is an agreement on the object of coverage, the premium, and the insurance benefits.[5] Nevertheless, insurance contracts possess distinctive characteristics grounded in the principle of *utmost good faith*, which distinguishes them from general civil agreements.[6] The parties, particularly the insurer, are under a legal obligation to act honestly, transparently, and diligently from the initial underwriting process until the end of the coverage period.[7]

Insurance contracts also have a public dimension, as they involve the interests of the broader community. Consequently, the state imposes strict limitations and supervision over insurance business activities through regulations established by the Financial Services Authority (*Otoritas Jasa Keuangan* / OJK).[8] This is intended to ensure that the rights of policyholders as consumers of financial services remain protected and are not harmed by potentially detrimental business practices of insurance companies.[9]

In civil law practice, the insurance policy serves as written evidence and, at the same time, as a contractual document reflecting the parties' intentions. Therefore, the substance of the policy must clearly set out the rights and obligations of both the insured and the

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[1] Kitab Undang-Undang Hukum Dagang (KUHD), Pasal 246.
[2] Emmy Pangaribuan Simanjuntak, *Hukum Pertanggungan* (Yogyakarta: Seksi Hukum Dagang Fakultas Hukum Universitas Gadjah Mada, 1990), p. 1–2.
[3] Sri Redjeki Hartono, *Hukum Asuransi dan Perusahaan Asuransi* (Jakarta: Sinar Grafika, 2001), p. 15.
[4] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2014), p. 6.
[5] R. Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2005), p. 1.
[6] Sri Redjeki Hartono, *Hukum Asuransi dan Perusahaan Asuransi* (Jakarta: Sinar Grafika, 2001), p. 92.
[7] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2014), p. 108.
[8] Undang-Undang Republik Indonesia Nomor 40 Tahun 2014 tentang Perasuransian.
[9] Otoritas Jasa Keuangan, Peraturan OJK Nomor 69/POJK.05/2016 tentang Penyelenggaraan Usaha Perusahaan Asuransi, Pasal 53.

insurer. If an insurance company acts contrary to the clauses in the policy or to statutory regulations, such conduct constitutes not only a breach of contract but may also be categorized as an unlawful act (*onrechtmatige daad*) as regulated under Article 1365 of the Indonesian Civil Code.[10]

An unlawful act in the context of insurance is not solely measured by violations of written norms but also includes actions that contravene principles of propriety, prudence, and consumer protection.[11] The courts, in various decisions, have emphasized that insurance companies cannot arbitrarily take actions that harm policyholders, particularly unilateral policy cancellations carried out without valid reasons or without adequate evidentiary processes.[12]

Life insurance, as one of the most widely used insurance products, has specific characteristics because it relates to protection against the risk of death.[13] Therefore, insurance companies bear stronger moral and legal obligations to provide fair and balanced protection to policyholders and their beneficiaries.[14] Unilateral cancellation of life insurance policies not only causes financial loss but may also undermine public trust in the insurance industry.[15]

Unilateral cancellation of insurance policies continues to occur in practice, often without a clear legal basis.[16] Common reasons cited by insurance companies include discrepancies in information or alleged misrepresentation by the insured. However, in many cases, such reasons are not supported by sufficient evidence, resulting in injustice for policyholders. From a civil law perspective, such actions may fulfill the elements of an unlawful act, as they violate the subjective rights of policyholders and contradict the insurer's obligation to uphold the principle of good faith.[17]

The development of Indonesian positive law through Law Number 40 of 2014 concerning Insurance and Financial Services Authority Regulation (POJK) Number 69/POJK.05/2016 has provided more detailed guidelines regarding procedures for policy cancellation, disclosure obligations, and mechanisms for objections by

[10] Kitab Undang-Undang Hukum Perdata (KUHPerdata), Pasal 1365.
[11] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 7.
[12] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[13] Sri Redjeki Hartono, *Hukum Asuransi dan Perusahaan Asuransi* (Jakarta: Sinar Grafika, 2001), hlm. 132.
[14] Emmy Pangaribuan Simanjuntak, *Hukum Pertanggungan* (Yogyakarta: Seksi Hukum Dagang Fakultas Hukum Universitas Gadjah Mada, 1990), p. 45.
[15] Adrian Sutedi, *Hukum Asuransi* (Jakarta: Sinar Grafika, 2013), p. 88.
[16] Tuti Rastuti, *Aspek Hukum Perjanjian Asuransi* (Yogyakarta: Medpress Digital, 2016), hlm. 112.
[17] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 25.

policyholders.[18] These regulations affirm that insurance companies may not unilaterally cancel policies unless there are clear legal grounds, and such cancellations must follow lawful procedures.[19] This is essential to ensure that legal protection for consumers is maintained at every stage of the insurance relationship.[20]

Decision No. 4943 K/Pdt/2024 serves as a concrete example of how unilateral cancellation by an insurance company can be examined through judicial proceedings.[21] In this case, the Supreme Court assessed whether the insurer's act of canceling a life insurance policy met the elements of an unlawful act, as well as how the principle of good faith is applied in insurance practice.[22] The Court's ruling illustrates how the obligations of insurance companies in providing legal protection to policyholders are interpreted.[23]

Previous studies have generally focused only on the liability of insurance companies from the perspective of breach of contract or have been limited to normative analyses of insurance agreements without deeply examining the shift in legal construction toward unlawful acts.[24] Moreover, earlier research has not comprehensively analyzed the conflict between Article 251 of the Commercial Code regarding misrepresentation and modern consumer protection principles.[25]

On the other hand, prior research also tends not to critically examine judicial reasoning, particularly regarding the tendency of decisions that favor consumers (pro-consumer approach) and their implications for the insurance industry from a law and economics perspective.[26] Furthermore, there has been no specific study comparing the legal construction of unilateral policy cancellation in Indonesian judicial practice with international practices, nor one that clearly delineates the boundary between breach of contract and unlawful acts in the context of life insurance disputes.[27]

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[18] Undang-Undang Republik Indonesia Nomor 40 Tahun 2014 tentang Perasuransian.
[19] Otoritas Jasa Keuangan, Peraturan OJK Nomor 69/POJK.05/2016 tentang Penyelenggaraan Usaha Perusahaan Asuransi, Pasal 53.
[20] Shidarta, *Hukum Perlindungan Konsumen Indonesia* (Jakarta: Grasindo, 2006), p. 45.
[21] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[22] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2014), p. 110.
[23] Tuti Rastuti, *Aspek Hukum Perjanjian Asuransi* (Yogyakarta: Medpress Digital, 2016), p. 118.
[24] Muhamad Alif Rivelino Ramadhan, "Tanggung Jawab Perusahaan Asuransi terhadap Tertanggung (Studi Komparasi Wanprestasi)," *Jurnal Magister Ilmu Hukum*, Vol. 9 No. 1 (2024).
[25] Karin Elizabeth & Christine Kansil, "Penerapan Tanggung Jawab Asuransi terhadap Kerugian Kendaraan," *Ranah Research Journal*, Vol. 6 No. 4 (2024).
[26] Rahma Selina Yustika Yanti & Arief Suryono, "Analisis Yuridis Tanggung Jawab Asuransi Jiwa Kredit (Studi Putusan)," *Jurnal Terang*, Vol. 1 No. 1 (2024).
[27] Muhammad Akhsan, "Tinjauan Yuridis Tanggung Jawab Perusahaan Asuransi terhadap Pemegang Polis," *Jurnal Desentralisasi*, Vol. 1 No. 4 (2023).

Accordingly, this research is relevant to further examine how the liability of insurance companies is established when they are deemed to have committed unlawful acts due to unilateral cancellation of life insurance policies, as well as how judges in Decision No. 4943 K/Pdt/2024 at the cassation level assess such actions.[28] This study is expected to provide both theoretical and practical contributions to the development of civil law in Indonesia and to strengthen legal protection for consumers of insurance services.[29]

## METHODS

This study employs a normative legal research method (juridical-normative), which is an approach that focuses on examining legal principles, legal norms, and statutory regulations related to the liability of insurance companies for unlawful acts arising from the unilateral cancellation of life insurance policies.[30] The study emphasizes conceptual and juridical analysis of positive legal provisions and their application in judicial practice.[31]

The research approaches explicitly used include the statutory approach, case approach, and conceptual approach.[32] The statutory approach is used to examine various regulations related to insurance law and unlawful acts.[33] The case approach is applied to analyze court decisions, which are further examined using legal reasoning analysis, with a focus on the judges' *ratio decidendi*.[34] Meanwhile, the conceptual approach is employed to understand legal doctrines and principles such as good faith, *pacta sunt servanda*, and unlawful acts.[35]

The object of the research consists of two main aspects: the forms of legal liability of insurance companies that unilaterally cancel life insurance policies, and the judicial considerations in determining the existence of an unlawful act in Decision No. 4943 K/Pdt/2024 at the cassation level.[36]

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[28] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 34.
[29] Shidarta, *Hukum Perlindungan Konsumen Indonesia* (Jakarta: Grasindo, 2006), p. 53.
[30] Soerjono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat* (Jakarta: RajaGrafindo Persada, 2015), p. 13.
[31] Peter Mahmud Marzuki, *Penelitian Hukum* (Edisi Revisi, Jakarta: Kencana, 2021), p. 35
[32] Peter Mahmud Marzuki, *Penelitian Hukum* (Edisi Revisi, Jakarta: Kencana, 2021), p. 133–136.
[33] Irwansyah, *Penelitian Hukum: Pilihan Metode dan Praktik Penulisan Artikel* (Yogyakarta: Deepublish, 2021), p. 98–101.
[34] Johnny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif* (Malang: Bayumedia, 2020), p. 306–310.
[35] Dyah Ochtorina Susanti dan A'an Efendi, *Penelitian Hukum (Legal Research)* (Jakarta: Sinar Grafika, 2022), hlm. 115–118.
[36] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.

The research data are derived from legal materials classified hierarchically. Primary legal materials include relevant statutory regulations and jurisprudence, particularly the Indonesian Civil Code, the Commercial Code, Law Number 40 of 2014 concerning Insurance, as well as the Supreme Court decision under study.[37] Secondary legal materials consist of scholarly literature, legal textbooks, and academic works that provide explanations and interpretations of legal norms. Meanwhile, tertiary legal materials are used as conceptual support, such as legal dictionaries, encyclopedias, and legal terminology references.[38]

Data collection is conducted through library research, by systematically reviewing legal documents, scholarly literature, and Supreme Court decisions.[39] The analysis is focused on an in-depth examination of the Supreme Court decision as the basis for assessing the application of legal norms in practice.

Data analysis is carried out qualitatively using a deductive approach, namely by interpreting data based on general legal provisions and then drawing conclusions regarding the specific issues under study.[40] This approach enables the researcher to assess the consistency between legal norms, judicial practice, and the legal liability of insurance companies in cases of unilateral cancellation of life insurance policies.

## RESULT AND DISCUSSION

### 1. Liability of Insurance Companies for Unlawful Acts Arising from the Unilateral Cancellation of Life Insurance Policies

An insurance contract is a special type of agreement regulated under Article 246 of the Indonesian Commercial Code (KUHD), whereby the insurer binds itself to the insured by receiving premiums in exchange for providing compensation for potential losses.[41] This legal relationship is reciprocal (*reciprocal agreement*), and therefore also subject to the general provisions of contract law in the Indonesian Civil Code (KUHPerdata).[42] As a consensual agreement, an insurance policy serves as written evidence outlining the rights and obligations of the parties.[43] In life insurance, the primary obligation of the insured is to pay premiums and provide accurate information

[37] Penelitian Hukum oleh Peter Mahmud Marzuki (Jakarta: Kencana, 2017), p. 181.
[38] Soerjono Soekanto, *Pengantar Penelitian Hukum* (Jakarta: UI Press, 2014), p. 52.
[39] Bambang Sunggono, *Metodologi Penelitian Hukum* (Jakarta: RajaGrafindo Persada, 2013), p. 112.
[40] Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2017), p. 47.
[41] Kitab Undang-Undang Hukum Dagang (KUHD), Pasal 246.
[42] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2014), p. 6.
[43] Emmy Pangaribuan Simanjuntak, *Hukum Pertanggungan* (Yogyakarta: Fakultas Hukum Universitas Gadjah Mada, 1990), p. 45.

(the principle of *utmost good faith*), while the insurer's main obligation is to pay insurance benefits when the insured risk occurs.[44] In the context of Indonesian civil law, insurance contracts are governed by both the general provisions of the Civil Code and specific insurance regulations.[45] Article 1338 paragraph (1) of the Civil Code states:

"All legally formed agreements shall bind the parties as law".[46]

This provision affirms the principle of *pacta sunt servanda*, meaning that every valid agreement must be executed in good faith and cannot be unilaterally terminated without lawful grounds. In the present case (*a quo*), the insurance company issued Policy Number 4259659185 on August 12, 2020.[47] However, after the insured passed away, the company unilaterally canceled the policy and refused to pay the claim. This action became the basis of the lawsuit, which ultimately resulted in Supreme Court Decision No. 4943 K/Pdt/2024.[48]

The legal relationship between the policyholder and the insurance company is contractual in nature and subject to the following provisions: Article 1320 of the Civil Code (validity requirements of contracts), Article 1338 of the Civil Code (*pacta sunt servanda* principle), and Article 1365 of the Civil Code (unlawful acts).[49]

The relevant provisions applied in Decision No. 4943 K/Pdt/2024 are as follows:

a. Article 1365 of the Civil Code (Unlawful Act)

"Every unlawful act that causes damage to another obliges the person whose fault caused the damage to compensate for such damage."[50] In this case, the Supreme Court assessed whether the Defendant's actions fulfilled the elements of an unlawful act. Based on its cassation judgment, the Court upheld the findings of the *judex facti* that these elements had been satisfied, and thus declared the Defendant to have committed an unlawful act.[51]

b. Article 1865 of the Civil Code (Burden of Proof)

"Whoever claims to have a right or asserts an event to support such right must prove the existence of that right or event."[52] In this case, the burden of proof lay with the Plaintiff to demonstrate the existence of a harmful act, the extent of the damage, and the

[44] Sri Redjeki Hartono, *Hukum Asuransi dan Perusahaan Asuransi* (Jakarta: Sinar Grafika, 2001), hlm. 92.
[45] Undang-Undang Republik Indonesia Nomor 40 Tahun 2014 tentang Perasuransian.
[46] Kitab Undang-Undang Hukum Perdata (KUHPerdata), Pasal 1338 ayat (1).
[47] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2014), p. 108.
[48] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[49] Kitab Undang-Undang Hukum Perdata (KUHPerdata), Pasal 1320, Pasal 1338, dan Pasal 1365.
[50] KUHPerdata, Pasal 1365.
[51] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[52] KUHPerdata, Pasal 1865.

causal relationship between the act and the damage, and the Supreme Court held that the evidentiary process complied with civil procedural law and that there was no error in the application of the law.[53]

Insurance provisions under Law Number 40 of 2014 concerning Insurance establish,[54] hat an insurance policy is a special agreement requiring performance based on the principles of good faith, balance of rights and obligations, and legal certainty.[55] In the context of unilateral cancellation, civil law theory recognizes two possible legal constructions: 1. Breach of contract (wanprestasi), if the cancellation contradicts the terms of the agreement or fails to follow agreed procedures;[56] 2. Unlawful act (perbuatan melawan hukum), if the action violates legal obligations, infringes upon the subjective rights of another party, or contravenes principles of propriety, prudence, and good faith.[57] To establish an unlawful act, all elements under Article 1365 of the Civil Code must be cumulatively fulfilled: act, unlawfulness, fault, damage, and causal relationship.[58]

In Supreme Court Decision No. 4943 K/Pdt/2024, the Court emphasized that the insurance company failed to fulfill its obligation to pay the claim and carried out a unilateral cancellation without lawful grounds. Therefore, the act constituted not only a breach of contract but also fulfilled the elements of an unlawful act.[59]According to legal doctrine, an act may be classified as an unlawful act if it satisfies four elements: the existence of an unlawful act, fault, damage, and a causal relationship between the act and the damage.

Based on Decision No. 4943 K/Pdt/2024.[60] these elements were fulfilled as follows: the unlawful act consisted of the insurance company's failure to pay the claim under Policy Number 4259659185 and its unilateral cancellation of the policy, which was declared legally invalid and in violation of the principles of *pacta sunt servanda*, good faith, and legal certainty;[61] 2. fault was established as the company canceled the policy without

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[53] M. Yahya Harahap, *Hukum Acara Perdata* (Jakarta: Sinar Grafika, 2017), p. 498.
[54] Undang-Undang Republik Indonesia Nomor 40 Tahun 2014 tentang Perasuransian.
[55] Sri Redjeki Hartono, *Hukum Asuransi dan Perusahaan Asuransi* (Jakarta: Sinar Grafika, 2001), p. 92.
[56] Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2005), p. 45.
[57] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 10.
[58] Kitab Undang-Undang Hukum Perdata (KUHPerdata), Pasal 1365.
[59] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[60] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 23.
[61] Agus Yudha Hernoko, *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial* (Jakarta: Kencana, 2014), p. 108.

proving any misrepresentation or breach by the insured;[62] the Supreme Court found that the cancellation lacked lawful justification; damage was evidenced by the material loss arising from the non-payment of insurance benefits amounting to IDR 525,000,000 to the insured's heirs;[63] and a causal relationship existed as there was a direct link between the unilateral cancellation and the non-payment of the claim and the loss suffered by the Plaintiff, and with all these elements fulfilled, the insurance company is legally liable under Article 1365 of the Civil Code..[64]

In accordance with Article 164 HIR, the evidentiary tools in civil cases include:[65] 1. Documentary Evidence: the Plaintiff submitted written documents as proof of the legal relationship and the basis of loss, which were deemed valid and relevant by the court;[66] 2. Witness Testimony: witnesses provided statements regarding the events, and their testimonies were consistent and supported the Plaintiff's claims;[67] 3. Admissions and Presumptions: the judge formed conviction based on a series of interconnected facts.[68] At the cassation level, the Supreme Court affirmed that the evaluation of evidence falls within the authority of the *judex facti* and cannot be re-examined unless there is an error of law.[69]

The Medan High Court Decision No. 677/PDT/2023/PT MDN, which was later upheld by the Supreme Court in Decision No. 4943 K/Pdt/2024, ruled as follows: 1. Declared the unilateral cancellation of the policy invalid; 2. Ordered the insurance company to pay compensation of IDR 525,000,000; 3. Ordered the payment of court costs.[70] This liability is both reparative (compensating for losses incurred) and restorative (restoring the rights of the heirs).[71] The decision reflects legal protection for policyholders as parties structurally weaker than insurance companies.[72]

The legal theories applied in this case include: 1. Consumer Protection Theory: emphasizing that consumers are in a weaker position and therefore require legal

[62] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[63] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[64] KUHPerdata, Pasal 1365.
[65] Herziene Indonesisch Reglement (HIR), Pasal 164.
[66] M. Yahya Harahap, *Hukum Acara Perdata* (Jakarta: Sinar Grafika, 2017), p. 552.
[67] M. Yahya Harahap, *Hukum Acara Perdata* (Jakarta: Sinar Grafika, 2017), p. 629.
[68] Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia* (Yogyakarta: Liberty, 2009), p. 168.
[69] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[70] Pengadilan Tinggi Medan, Putusan Nomor 677/PDT/2023/PT MDN; Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[71] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 85.
[72] Shidarta, *Hukum Perlindungan Konsumen Indonesia* (Jakarta: Grasindo, 2006), p. 54.

protection.[73] In the insurance context, policyholders must be protected from unilateral actions by insurance companies;[74] 2. Law and Economics Theory: from this perspective, decisions that overly favor consumers may create moral hazard, where the insured may provide inaccurate information due to the expectation of continued protection.[75] If such practices persist, insurance companies may increase premiums to cover risks, ultimately harming the industry as a whole.[76]

**2. Judicial Considerations in Determining the Existence of an Unlawful Act by an Insurance Company Based on Decision No. 4943 K/Pdt/2024**

This case constitutes a civil dispute concerning the rejection of a life insurance claim between Molohon Hasibuan as the Plaintiff and PT Asuransi Jiwa Manulife Indonesia as the Defendant.[77] The dispute began when the late Masli Samosir, as the insured, held a life insurance policy with PT Asuransi Jiwa Manulife Indonesia under Policy Number 4259659185, issued on August 12, 2020. The policy stipulated that in the event of the insured's death, the beneficiary would be entitled to receive insurance benefits amounting to IDR 525,000,000, with a monthly premium obligation of IDR 609,400.[78] During the coverage period, the insured duly paid the premiums as agreed. However, on June 9, 2021, the insured passed away. Following this event, the Plaintiff, as the beneficiary, submitted a life insurance claim to the Defendant. Nevertheless, the Defendant rejected the claim on the grounds that, based on the investigation, there was a discrepancy in the data provided in the Life Insurance Application Form (SPAJ), particularly regarding the insured's income, which was stated as IDR 300,000,000 per year. Based on this reason, the insurance company declared the coverage null and void from the outset and only refunded the premiums that had been paid.[79]

The Plaintiff did not accept this decision and argued that the Defendant's actions constituted an unlawful act, as the rejection of the claim was carried out unilaterally and contradicted the agreed insurance contract. Therefore, the Plaintiff filed a lawsuit before

[73] Siti Nurjanah, "Perlindungan Konsumen dalam Perjanjian Asuransi di Indonesia," *Jurnal RechtsVinding*, Vol. 11 No. 2 (2022), p. 145–147.
[74] Ahmad Rizki Pratama, "Tanggung Jawab Perusahaan Asuransi terhadap Pemegang Polis," *Jurnal Yudisial*, Vol. 15 No. 1 (2022), p. 55–57.
[75] Dwi Hapsari, "Pendekatan Law and Economics dalam Analisis Hukum Kontrak," *Jurnal Ius Quia Iustum*, Vol. 29 No. 3 (2022), p. 412–415.
[76] Rina Fitriani, "Analisis Ekonomi terhadap Tanggung Jawab dalam Perjanjian Asuransi," *Jurnal Arena Hukum*, Vol. 16 No. 1 (2023), p. 88–91.
[77] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[78] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[79] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.

the Medan District Court, demanding that the Defendant pay the insurance benefit of IDR 525,000,000 as well as immaterial damages.[80]

In its decision, the Medan District Court rejected the Plaintiff's claim in its entirety, reasoning that there was a discrepancy in the information provided in the SPAJ, thus entitling the insurance company to cancel the coverage based on the principle of utmost good faith in insurance law.[81] issatisfied with this ruling, the Plaintiff filed an appeal to the High Court. At the appellate level, the High Court overturned the District Court's decision and granted the Plaintiff's claim, reasoning that the insurance contract, having been issued and performed by the parties, possessed binding legal force, and therefore the insurance company could not unilaterally reject the claim.[82] Subsequently, the Defendant filed a cassation appeal to the Supreme Court; however, the Supreme Court rejected the appeal and upheld the High Court's decision.

Thus, in this case, the insurance company is obligated to fulfill its obligations in accordance with the agreed insurance contract.[83]

a. Judicial Considerations from a Juridical Perspective.

Juridical considerations are those based on statutory regulations, legal doctrines, evidence, and legal facts revealed during the trial.[84]

1) Validity of the Insurance Contract

In this case, the judge considered that the legal relationship between the parties was an insurance contractual relationship, in accordance with Article 246 of the Commercial Code, which defines insurance as an agreement whereby the insurer binds itself to the insured by receiving premiums in exchange for compensation for potential losses.[85] The judge also considered Article 1320 of the Civil Code concerning the validity requirements of a contract, namely: (1) agreement of the parties, (2) legal capacity, (3) a certain object, and (4) a lawful cause. In this case, all these elements were fulfilled, as the policy had been issued by the insurance company and agreed upon by the policyholder.[86] Furthermore, based on Article 1338 of the Civil Code, every valid agreement binds the parties as law (*pacta sunt servanda*).[87] Therefore, the insurance company is obligated to perform the contract as stipulated in the policy.

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[80] Pengadilan Negeri Medan, Putusan Perkara Perdata mengenai sengketa klaim asuransi jiwa antara Molohon Hasibuan dan PT Asuransi Jiwa Manulife Indonesia.
[81] Sri Redjeki Hartono, *Hukum Asuransi dan Perusahaan Asuransi* (Jakarta: Sinar Grafika, 2001), p. 92.
[82] Pengadilan Tinggi Medan, Putusan Nomor 677/PDT/2023/PT MDN.
[83] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[84] Sudikno Mertokusumo, *Penemuan Hukum: Sebuah Pengantar* (Yogyakarta: Liberty, 2009), p. 54.
[85] Kitab Undang-Undang Hukum Dagang (KUHD), Pasal 246.
[86]Kitab Undang-Undang Hukum Perdata (KUHPerdata), Pasal 1320.
[87] KUHPerdata, Pasal 1338.

2) Rejection of Claims as an Unlawful Act

The Plaintiff argued that the rejection of the claim constituted an unlawful act under Article 1365 of the Civil Code.[88] To qualify as an unlawful act, the following elements must be met: (1) an unlawful act, (2) fault, (3) damage, and (4) a causal relationship between the act and the damage.[89] In this case, both the High Court and the Supreme Court found that the insurance company failed to fulfill its obligation to pay the claim in accordance with the policy, thereby satisfying the elements of an unlawful act.[90]

3) Obligations of Insurance Companies under Insurance Law

The judge also considered the provisions of Law Number 40 of 2014 concerning Insurance. Article 31 of the law requires insurance companies to handle claims in a prompt, simple, and fair manner and prohibits actions that delay claim payments.[91] In this case, the rejection of the claim was deemed inconsistent with these obligations.

4) Unilateral Cancellation of the Policy

One of the key legal issues in this case was the unilateral cancellation of the policy by the insurance company. The judge referred to Article 1266 of the Civil Code, which stipulates that the termination of reciprocal agreements must be requested through the court.[92] Therefore, the insurance company's unilateral declaration that the policy was void from the outset, without a court decision, was deemed to lack a strong legal basis.[93]

b. Judicial Considerations from a Non-Juridical Perspective

In addition to formal legal aspects, the judge also considered non-juridical aspects related to the sense of justice.[94]

1) Good Faith of the Parties

The principle of good faith requires parties to perform contracts honestly and fairly.[95] The judge found that the policyholder had fulfilled their obligation by paying premiums regularly, demonstrating good faith, whereas the rejection of the claim after the insured's death did not reflect good faith on the part of the insurance company.[96]

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[88] KUHPerdata, Pasal 1365.
[89] Munir Fuady, *Perbuatan Melawan Hukum: Pendekatan Kontemporer* (Bandung: Citra Aditya Bakti, 2017), p. 10.
[90] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[91] Undang-Undang Nomor 40 Tahun 2014 tentang Perasuransian, Pasal 31.
[92] KUHPerdata, Pasal 1266.
[93] Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2005), p. 45.
[94] Sudikno Mertokusumo, *Penemuan Hukum: Sebuah Pengantar* (Yogyakarta: Liberty, 2009), p. 57.
[95] Kitab Undang-Undang Hukum Perdata, Pasal 1338 ayat (3).
[96] Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2005), p. 41.

2) Consumer Protection

Another consideration relates to the protection of financial service consumers. Policyholders are generally in a weaker position compared to insurance companies, which possess greater economic capacity and access to information. Therefore, the court must provide legal protection to policyholders to prevent unfair treatment.[97]

3) Impact of Loss on the Plaintiff

The rejection of the claim caused financial loss to the Plaintiff due to the non-receipt of the insurance benefits. In addition to material loss, the Plaintiff also suffered immaterial damages due to prolonged claim processing and lengthy legal proceedings.[98]

c. Analysis of the Judgments

1) Medan District Court Decision

The Medan District Court Decision No. 257/Pdt.G/2023/PN Mdn rejected the Plaintiff's claim entirely. The court based its reasoning on trial facts, policy provisions, and insurance law principles.[99] The court found that discrepancies in the SPAJ, particularly regarding the insured's income, constituted inaccurate information.[100] Under Article 251 of the Commercial Code, such misrepresentation can render the insurance coverage void. The court concluded that the insurer acted within its authority and that the rejection of the claim did not constitute an unlawful act.[101]

The panel of judges at the District Court held that the discrepancy in the data constituted the provision of inaccurate information in the insurance contract. In insurance law, the relationship between the insurer and the insured is based on the principle of *utmost good faith*. This principle requires the insured to provide accurate and complete information to the insurance company regarding their condition. The obligation to provide truthful information is also stipulated in Article 251 of the Indonesian Commercial Code (KUHD), which states that any incorrect statement or concealment of facts known to the insured may render the insurance coverage void if the true circumstances had been known to the insurer.[102]

Based on these provisions, the panel of judges was of the view that the insurance company has the right to verify the information provided by the insured. Furthermore, the policy provisions also allow the insurance company to investigate the accuracy of the insured's data, particularly if a claim arises within a certain period after the policy is

[97] Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Pasal 4 dan Pasal 7.
[98] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[99] Pengadilan Negeri Medan, Putusan Nomor 257/Pdt.G/2023/PN Mdn.
[100] Mahkamah Agung Republik Indonesia, Putusan Nomor 4943 K/Pdt/2024.
[101] Putusan Pengadilan Negeri Medan Nomor 257/Pdt.G/2023/PN Mdn.
[102] Kitab Undang-Undang Hukum Dagang (KUHD), Pasal 251.

issued. In this case, the death claim was submitted within a relatively short period after the issuance of the policy, prompting the insurance company to conduct further investigation. Based on the results of that investigation, the insurance company decided to cancel the coverage and reject the claim submitted by the Plaintiff. The panel of judges at the District Court considered that such actions were still within the scope of the insurance company's authority as regulated under the policy provisions and insurance law. Therefore, the court held that the rejection of the claim by the insurance company could not be categorized as an unlawful act.[103]

Accordingly, the District Court concluded that the arguments put forward by the Plaintiff were not legally substantiated, and therefore the Plaintiff's claim was dismissed in its entirety.[104]

2) Medan High Court Decision

Contrary to the District Court, the High Court overturned the decision and granted the Plaintiff's claim. It emphasized the validity of the insurance contract, noting that the policy had been issued and premiums paid. Under Articles 1320 and 1338 of the Civil Code, the contract was legally binding. The High Court also found that the unilateral cancellation of the policy without a court ruling violated Article 1266 of the Civil Code and contradicted consumer protection principles under the Insurance Law. Thus, the insurer's actions lacked sufficient legal basis and harmed the policyholder.[105]

In contract law, an agreement is considered valid if it fulfills the requirements set out in Article 1320 of the Indonesian Civil Code, namely: (1) the consent of the parties; (2) the legal capacity of the parties; (3) a specific object; and (4) a lawful cause. If these conditions are met, then based on Article 1338 of the Civil Code, the agreement shall bind the parties as law (*pacta sunt servanda*).[106]

In this case, the High Court found that the insurance agreement between the insured and the insurance company fulfilled the essential elements of a valid contract. This was evidenced by the issuance of the insurance policy and the payment of premiums by the insured. Therefore, the insurance company, as the insurer, is obligated to perform the terms of the agreement, including paying the insured amount when the risk covered by the policy occurs. Furthermore, the High Court also considered that the cancellation of the policy by the insurance company was carried out unilaterally without a court decision. Under Indonesian civil law, the termination of an agreement must generally be

[103] Pengadilan Negeri Medan, Putusan Nomor 257/Pdt.G/2023/PN Mdn.
[104] Putusan Pengadilan Negeri Medan Nomor 257/Pdt.G/2023/PN Mdn.
[105] Kitab Undang-Undang Hukum Perdata, Pasal 1338.
[106] KUHPerdata, Pasal 1338.

carried out through a lawful legal mechanism. This is reflected in Article 1266 of the Civil Code, which stipulates that the cancellation of a reciprocal agreement must be requested before the court.[107]

Accordingly, the insurance company's unilateral declaration that the coverage was void from the outset was deemed inconsistent with applicable legal provisions. In addition, the High Court also took into account the aspect of policyholder protection as regulated under Law Number 40 of 2014 concerning Insurance, which requires insurance companies to handle claims in a prompt, simple, and fair manner and prohibits actions that delay claim payments.[108]

Based on these considerations, the panel of judges at the High Court concluded that the rejection of the claim by the insurance company lacked sufficient legal basis and had caused harm to the policyholder. Therefore, the High Court ruled in favor of the Plaintiff and declared that the insurance company is obligated to fulfill its obligations in accordance with the agreed insurance contract.[109]

3) Supreme Court Decision

As the highest judicial authority, the Supreme Court reviewed the case at the cassation level and upheld the High Court's decision. The Court adopted a consumer protection approach, positioning the policyholder as the party deserving protection. However, this approach raises academic debate regarding whether it overly favors consumers at the expense of the *utmost good faith* principle. From a consumer protection perspective, the decision is justified, but from classical insurance law, it may weaken the obligation of honesty on the part of the insured. Ultimately, the Supreme Court rejected the cassation appeal and affirmed the High Court's ruling.[110]

In this context, an academic question arises: does the Supreme Court overly favor consumers? From the perspective of consumer protection theory, the decision can be justified as it aims to protect the party that is structurally weaker; however, from the perspective of classical insurance law, this approach may weaken the principle of honesty on the part of the insured.[111]

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[107] KUHPerdata, Pasal 1266.
[108] Undang-Undang Nomor 40 Tahun 2014 tentang Perasuransian, Pasal 31.
[109] Pengadilan Tinggi Medan, Putusan Nomor 677/PDT/2023/PT MDN.
[110] Dwi Hapsari, "Prinsip Utmost Good Faith dalam Perjanjian Asuransi," *Jurnal Ius Quia Iustum*, Vol. 29 No. 3 (2022), p. 410–412.
[111] Ahmad Rizki Pratama, "Tanggung Jawab Perusahaan Asuransi terhadap Pemegang Polis," *Jurnal Yudisial*, Vol. 15 No. 1 (2022), p. 60–62.

Accordingly, the Supreme Court held that the grounds for cassation submitted by the insurance company were not legally justified. Therefore, the Supreme Court decided to reject the cassation petition and uphold the decision of the High Court.[112]

d. Author's Analysis of the Decision

Based on the judicial considerations in Decision No. 257/Pdt.G/2023/PN Mdn, this case lies at the intersection between liability for breach of contract and unlawful acts under Article 1365 of the Civil Code.[113] It is crucial to distinguish between breach of contract and unlawful acts: breach of contract arises when a party fails to fulfill contractual obligations, whereas unlawful acts encompass broader violations of legal norms, propriety, and subjective rights. Not all unilateral cancellations qualify as unlawful acts; if conducted based on valid policy clauses, they may constitute lawful actions. However, in this case, the cancellation lacked legal grounds and proof of misrepresentation, thereby fulfilling the elements of an unlawful act. There is also a need to consider the potential for abuse of rights by policyholders who may provide inaccurate information while still claiming benefits.[114]

Normatively, the Supreme Court's decision is justifiable, but theoretically it remains debatable. An overly consumer-oriented approach risks undermining the balance between parties in insurance contracts. Ideally, judges should balance the principles of *utmost good faith*, consumer protection, and legal certainty. Without such balance, decisions may create legal uncertainty in the insurance industry.

In conclusion, an insurance company that unilaterally cancels a policy and refuses to pay claims is liable under Article 1365 of the Civil Code, as all elements of an unlawful act are fulfilled. The judicial considerations in Decision No. 4943 K/Pdt/2024 are appropriate in affirming that unilateral cancellation without lawful grounds constitutes an unlawful act, and the insurance company is therefore obligated to pay the insurance benefits to the heirs.

## CONCLUSION

The unilateral cancellation of an insurance policy cannot automatically be classified as an unlawful act; rather, it must be assessed based on its legal grounds, proof of misrepresentation, and the principle of good faith. In Decision No. 4943 K/Pdt/2024, the

[112] Rahma Selina Yustika Yanti & Arief Suryono, "Analisis Putusan Sengketa Asuransi Jiwa di Indonesia," *Jurnal Terang*, Vol. 1 No. 1 (2024), p. 25–27.
[113] Rahma Selina Yustika Yanti dan Arief Suryono, "Analisis Yuridis Tanggung Jawab Perusahaan Asuransi terhadap Asuransi Jiwa Kredit (Studi Putusan)," *Jurnal Terang*, Vol. 1 No. 1 (2024), p. 15–17
[114] Rina Fitriani, "Analisis Ekonomi terhadap Tanggung Jawab dalam Perjanjian Asuransi," *Jurnal Arena Hukum*, Vol. 16 No. 1 (2023), p. 88–90

Supreme Court emphasized a consumer protection approach by declaring the actions of the insurance company as an unlawful act. However, this decision also reflects a shift from the principle of *utmost good faith* toward a pro-consumer approach, which may have implications for the insurance industry.

This study contributes to clarifying the boundary between breach of contract and unlawful acts, while emphasizing the importance of balancing consumer protection and legal certainty. Therefore, clearer regulations from the Financial Services Authority (OJK) are required, along with greater prudence by insurance companies in carrying out policy cancellations.

Practical recommendations include the need for OJK to provide clearer rules on policy cancellation to avoid multiple interpretations, for insurance companies to enhance transparency in underwriting processes, for judges to balance consumer protection with the principle of good faith, and for the establishment of stricter standards of proof regarding misrepresentation.

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