Breach of Contract by Insurer as Insurance Fraud

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Abstract. Insurance was intended to be a risk management tool, but in practice, it has become a means of exacerbating the risks borne by insured because reality is not as beautiful as imagined. This study wants to ascertain whether or not many breaches of the contract were committed by the insurer. The object of this research uses 42 insurance cases in the form of court decisions by content analysis approach. Data show that there are 34 cases or 80,95% of the total 42 insurance cases are breach of contract committed by insurance companies. In these cases the insurer "refusing to pay the claim request from the insured." The insurer constantly argues that the insured's claim was rejected to enforce the insurance law. However, the results of the examination by the Panel of Judges generally place the insured or his heirs as the winning party.

Keywords: Breach of Contract; Insurance Fraud; Insurer; Insurance Cases

1 Introduction

Insurance is a legal mechanism[1] that allows individuals to be risk-averse by reducing the financial impact of uncertain future events.[2]With insurance, an individual can minimize the risk by combining a large number of objects[3] that threaten him due to natural actions that affect his life, [4] so that the overall loss can be predicted within certain limits [5]. Insurance is an effective risk management tool because of five characteristics: its ability to spread risk, its role in variance reduction, its ability to segregate risks, its encouragement for loss reduction actions, and its ability to monitor and control behavior [6]. Insurance was intended to be a risk management tool. Still, in practice, it has become a means of exacerbating the risks borne by the policyholder or insured because reality is not as beautiful as imagined. Aside from enjoying the benefits of the premiums paid, the insured finds it difficult to assert his rights due to the numerous procedures and provisions that must be followed. At the start of the contract, it is not well understood and is not informed to the insured. Later, the insured only realized he had been duped or cheated, which he had not realized previously.

With a favorable bargaining position, insurance companies, of course, try to protect themselves by preparing contract clauses that close as many opportunities that are detrimental to the company as possible. On the other hand, the policyholder or insured is present in their own capacity, with only a basic understanding of insurance and the principles that apply during the agreement. According to Singleton, fraud is an intentional offense committed by causing harm and taking the property of others.[7] Insurance fraud is an example of deliberate fraud in the insurance industry. According to Firas and Omar, insurance fraud occurs when an insurance company commits a deliberately fraudulent act to obtain illegal financial benefits

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during the insurance guarantee period [8] it can even happen after the insurer receives a claim from the insured or his heirs. In Indonesia, insurance fraud is frequently committed by insurers in order to obtain financial benefits illegally by refusing to fulfill the contents of the contract, rejecting claims from policyholders or the insured, and this is known as breach of contract (default).

2 Literature Review

2.1 Breach of Contract and Legal Consequences

When an agreement is valid, it is binding on both parties who made it. Article 1338 of the Indonesian Civil Code (the ICC) confirms that a legally binding agreement is binding on the parties who make it and cannot be rescinded unless the parties agree to do so or for legal reasons. In contract law, "performance" refers to the implementation of the things written in a contract by the party who has bound themselves to it, with the commission being by the "terms" and "conditions" specified in the relevant contract [9]. Economic interests are safeguarded by contract law. This responsibility stems from a breach of an agreement. When one of the agreement's parties fails to keep its promises, fails to fulfill its obligations, or fails to perform well, it means that the other party's interests have been violated or are not being realized. As a result, the rule of law protects the interests of the parties who have been violated. This responsibility stems from a breach of an agreement. Default is caused by the agreement or contract. If you believe a legal subject has breached his or her obligations, you must first reach an agreement with the other party. The contract requires the parties to carry out the terms of the agreement. According to Article 1234 of the ICC, achievements are classified into three types:

a) The capability of submitting something (this Achievement is contained in Article 1237 of the ICC).
b) Achievement in doing something or accomplishing something (this type of Achievement is contained in Article 1239 of the ICC).
c) Accomplishment as a result of not doing or failing to do something (this type is contained in Article 1239 of the ICC).

In Civil Law, if one of the parties fails to keep their promise, that party has breached the contract. In other words, as a debtor who is unable to meet the terms of the contract [10]. The term “wan prestatie; slechte prestatie” (bad performance);[11] is the Dutch language which in Indonesian means not fulfilling the obligations in the agreement[12] due to negligence or error [13] so that it cannot fulfill its promise [14]. In Anglo-Saxon law, breach of contract (default) is an act of violating contractual obligations by failing to fulfill one's promise and failing to recognize the other party's performance [15]. In another sense, as a form of failure without legal reasons to satisfy the agreement [16]. Thus, an insurer's default in insurance is a condition in which the insurer (insurance company) violates the terms of the insurance contract, fails to fulfill obligations, or performs in a bad, wrong, or bad manner, as agreed, to benefit oneself and inflict losses on policyholders, the insured, and their heir. There are several types of default, according to R. Setiawan. First and foremost, do not meet the achievements at all. Second, complete the task but not on time. Third, finish the achievement, but it is inappropriate or incorrect.[17] Subekti divides the types of default into four types. First, don't do what you're determined to do. Second, carry out what he promised, but wrongly or not as

promised. Third, not do what was promised, but it was too late. Fourth, do something that, according to the agreement, is not allowed to do [18].

Default actions can be identified by the fulfillment of 2 (two) conditions. The first condition is a material condition, specifically intentional and negligent behavior. On the other hand, the second condition is a formal requirement, namely a warning or a statement of negligence from the creditor [19]. As the default harms the party, the creditor can sue the debtor for restitution (Article 1243 of the ICC). The object used as the object of the engagement becomes the debtor's responsibility the moment the obligation is fulfilled (Article 1237 paragraph 2 of the ICC). If the meeting results from a reciprocal agreement, the creditor may cancel the contract (Article 1267 of the ICC). Compensation may include actual costs incurred, losses incurred as a result of the default, and interest. The fee is intended to cover any expenses incurred by the injured party due to a default. At the same time, the concept of interest refers to the loss of profits that the creditor has estimated or imagined if there is no default. When a debtor is negligent, he may or may not be obligated to pay compensation. As a result, the creditor must first submit a negligence statement to the debtor (Article 1243 of the ICC). To avoid loopholes that the debtor may exploit, the creditor should make a written statement of negligence or, if necessary, issue an official warning issued by the court bailiff.

In general, default actions committed by one party in agreements other than insurance agreements will, of course, result in losses for the other party. In the sale and purchase agreement (Article 1457 - 1540 of the ICC), a default by the buyer by not fulfilling his obligation to pay a specific price for the goods purchased will harm the seller, especially if the sale and purchase are made on credit, while the goods (as the object of the agreement) submitted by the seller. On the other hand, if the seller breaks his promise, is late, or fails to deliver the goods agreed upon as his obligation on a predetermined day, while the buyer has paid for the goods, the buyer suffers harm. In the practice of insurance agreements, one of the obligations that the insurer must carry out is to submit an insurance policy to the insured. Even though the insurance agreement was classified as a consensual agreement (Article 257 of the Commercial Code/the CC), the insurer is required to provide the policy to the insured as evidence so that the insured does not have difficulty filing an insurance claim when the policy is due. Article 255 of the CC expressly states that insurance must be made in writing in the form of a deed known as a policy. Then, Article 257 paragraph (2) of the CC emphasizes that the signing of the insurance agreement creates an obligation for the insurer to sign the policy within the time specified and then hand it over to the insured. Based on the District Court Decision Number 100/Pdt.G/2000/PN.Palu, dated February 27, 2001, in the case of Huitje vs. PT. Bumi Putera Life Insurance 1912, the panel of judges stated that according to law, the delay of the Defendant (the insurer/PT. Asuransi Jiwa Bumi Putera 1912) in issuing an insurance policy was an act of breach of contract or default.

A similar case can also be observed in the High Court Decision Number 475/Pdt/1999/PT.DKI, October 6, 1999, in the case between Iskandar Soerianto (Plaintiff/Insured) vs. Citibank NA Jakarta (Defendant I) and PT. Cigna Life Insurance (Defendant II), the panel of judges of the DKI High Court (Appeal), granted the claim of the plaintiff (the insured). The High Court stated the Defendant (I and II) had broken their promise because they did not issue the insured's insurance policy at the specified time. This decision of the DKI Jakarta High Court was later strengthened by the Supreme Court Decision Number 2407 K/PDT/2000, which rejected the appeal from the Cassation Petitioners, namely Citibank NA Jakarta and PT. Cigna Life Commercial Insurance. Based on the two insurance cases above, the court stated that the insurer had defaulted because it had caused a loss to the insured. The insured has fulfilled his obligations, but the insurer ignores or even violates the

insured's rights. The right to copy the policy and insurance money is a pipe dream that the insurer has never realized. In the author's opinion, the acts of default committed by the insurer in the two cases above have created legal uncertainty regarding the insured's rights. The absence of a policy as proof of an insurance agreement has caused great concern for the insured. It will have an impact on discomfort or psychological disturbances for themselves and their heirs. In addition, it will also be an obstacle in submitting an insurance claim.

2.2 Breach of Contract in Insurance Tends to Increase

One of the most commonly encountered legal problems in contractual relationships, including insurance, is a breach of contract. The party mentioned above will be denied the insurance claim to which they are entitled. This action has legal ramifications for the injured parties, such as the policyholder, the insured, or the heir. Usually, going to court will be a way out of resolving the problem. Data show that the number of insurance cases filed with the court increases from year to year. In 2011, there were 31,398 insurance cases reported to the court. It grew to 38,158 points in 2012. The number of cases increased from 38,158 the previous year to 39,676 in 2013. Furthermore, the number of cases increased in 2014 from 39,676 the last year to 40,980. Finally, the number of cases registered in court increased to 44,041 in 2015. Thus, between 2011 and 2015, 194,253 insurance cases were filed in court [20]. Among the various types of insurance disputes, breach of contract is one of the most common types of conflict and is a specific legal problem that has yet to be resolved. In line with the general increase in insurance disputes, disputes over insurance contract violations (a type of insurance fraud) also increase year after year, as shown in Table 1.

Table 1. The number of cases of insurance contract breach registered and successfully settled by the courts between 2011 and 2015

Year	Registered	Judged
2011	759	1459
2012	1174	1875
2013	1615	3021
2014	2124	3931
2015	2420	4477
Sum	8.092	14.763

Source: Processed from the Indonesian Supreme Court Decision Directory 2011-2015

According to table 1, from year to year, the number of cases of insurance contract breaches has increased (2011-2015). There were 759 cases filed with the court in 2011. The number of insurance contract breaches increased to 1174 in 2012. The number of cases increased again in 2013, reaching 1615. It grew to 2124 cases in 2014. Meanwhile, in 2015, the number increased to 2420 cases. There is also an improvement in court performance. The number of cases of breach of contract successfully resolved by court judges attests to this. The court successfully decided on a total of 1459 cases in 2011. In 2012, there were 1875 cases. In 2013, the number successfully resolved increased dramatically, reaching 3021. In 2014, it increased to 3931 points, and in 2015, it grew to 4477 points. Although the number of breaches of insurance contracts has increased yearly, it is still much lower than the number of breaches of contracts in bank loans. In 2011-2015, the number of disputes over breaches of insurance contracts remained around 8,092 cases, while the number of breaches of banking credit

contracts was 35,734 cases. Thus, contract violations such as insurance fraud continue to be far less common when compared to fraud in banking credit agreements, as shown in Table 2 below.

Table 2. Comparison of the Number of Disputes of Breach of Insurance and Banking Credit Contract in Courts 2011-2015

Year	Insurance Cases	Banking Cases
2011	759	3240
2012	1174	4817
2013	1615	7061
2014	2124	8797
2015	2420	11819
Sum	8.092	35.734

Source: Processed from the Indonesian Supreme Court Decision Directory 2011-2015

3 Research Methodology

This study is a type of qualitative research that uses content analysis techniques. The object of this research uses 43 insurance cases in the form of court decisions by purposive sampling, which only focused on 26 issues of breaches of insurance contracts by insurers. The first stage, starting with collecting court decisions in insurance disputes, entered the courts between 2011 and 2015. In the second stage, the court's decision is read one by one and analyzes its contents (content analysis approach) based on the research problem's formulation. The third stage is compiling qualitative data, and some of it is in the form of quantitative data in tabular form. The fourth stage determines whether there is a breach of contract by the insurer.

4 Result and Discussion

4.1 Court Proved Insurer Committed Breach of Contract

The subject of this research is the legal problem of insurance fraud in the form of contract violations committed by the insurer identified through a court decision.

Table 3. Number of Insurance Fraud Cases Committed in the Form of Contract Breach and Unlawful Acts in 2011-2015

Year	Breach of Contract	Unlawful Acts	Sum of Cases
2011	9	0	9
2012	7	2	9
2013	7	1	8
2014	4	3	7
2015	7	2	9
Sum	34	8	42
%	80,95	19,05	100%

Source: Processed from the Indonesian Supreme Court Decision Directory 2011-2015

Based on table 3 above, 34 cases, or 80.95% of the total 42 insurance cases, are the object of this research, including breach of contract committed by insurance companies. The remaining 8 cases, or equivalent to 19.05%, fall into the category of unlawful acts. Suppose contract breaches are seen as a case arising from the non-fulfillment of an agreement, either written or unwritten. In that case, the case of unlawful acts is a case that occurs as a result of the loss of one party by another party, and there is no prior agreement [21]. According to Article 1234 of the ICC, the engagement is intended to give something, do something, or not do anything. According to this article, default is a condition in which one of the parties in an agreement or contract is unable to give something, unable to do something, or unable to refrain from doing something to the other party. The ICC further states that there is an obligation to deliver the goods (Article 1235). But suppose the debtor causes himself to be unable to deliver the goods. In that case, the law states that he has breached the contract and is obligated to compensate the creditor for costs, losses, and interest (Article 1236). In the insurance contract, the company's obligation to deliver goods in the form of insurance money is a right that must be enjoyed by the insured.

The ICC divides "goods" as the object of the agreement into tangible goods and intangible goods (Article 503). As a result, two types of goods exist: movable and immovable (Article 504). Insurance money, as an insurance company's obligation, includes both intangible and movable goods. In an insurance contract, if the insurer violates it, it means that the debtor declares himself to have broken a promise, such as submitting insurance money, which should be enjoyed by the insured and his heirs. Therefore, as the debtor, the insurer is required to provide compensation for the policyholder, the insured, or the insurance beneficiary whose name is mentioned in the policy (Article 1243 of the ICC). As a result, a breach of an insurance contract should be referred to as a deviation from contractual obligations in order to obtain illegal financial benefits that harm the other party. Such actions fall under the category of insurance fraud. The court judge has the authority to order the insurer to pay compensation for costs, losses, and interest, or at the very least compensation for losses suffered by the policyholder, the insured, or his heirs. Following facts examination, it is clear that many violations by the insurer. The offense is in the form of a rejection of an insurance claim. The insurer constantly argues to enforce insurance law so that the insured's claim is rejected, and it is not uncommon to even accuse the insured of violating insurance law—namely, the principle of utmost good faith as regulated in Article 251 of the CC. According to the insurance company, a violation of this principle by the insured causes his insurance claim to be rejected as either a breach of the duty of disclosure or misrepresentation. But the examination of the results of the Panel of Judges generally places the insurance company as the losing party. It is proven to have violated the insurance contract, as shown in Table 4 below.

Table 4. Judges' Reasons for Declaring the Insurer Breached the Contract

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
1.	No.216/Pdt.G/2011/PN.Sby PT. Lestari Karya Makmur (Plaintiff) vs. PT. Asuransi Rama Satria Wibawa Cab Sby (Defendant 1) & PT. Asuransi Wahana Tata (Defendant 2)	After examining the evidence that Plaintiff has submitted, Defendant 1 and Defendant 2. The Panel of Judges stated Defendant 1 had committed a breach of contract. (p.28)	a) Granted Plaintiff's claim in part; b) Stated Defendant 1 had committed a breach of contract; c) Sentencing Defendant I to pay the Plaintiff in cash and immediately.

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
2.	241 PK/Pdt /2011 PT. Asuransi Jiwa Sequis Life (Petitioner for Judicial Review /Respondent of Cassation /Appellant/Defendant) vs. Evi Margaretha Sinaga (Respondent for Judicial Review/Petitioner for Cassation/Defendant Appeal/Plaintiff)	a) The reason for the petition only repeats the arguments justified at the District Court trial and have been considered by the Court of Appeal and Cassation at the Supreme Court; b) Plaintiff's insurance policy is valid because the policyholder dies, Defendant must pay the insurance claim to the policyholder's heirs. (p.15)	a) Reject defendant's exception; b) Granted Plaintiff's claim in part; c) State the life insurance agreement made by the late. Harris Ependi Sitorus as the husband of Plaintiff and Defendant, on February 1, 2004, is legally valid.
3.	423/Pdt.G/2011/PN.Jkt.Pst. PT.Djakarta Lloyd (Plaintiff) vs. PT. Asuransi Bringin Sejahtera Artamakmur (PT. BSAM) (Defendant)	Because Defendant is declared to have committed an act of breaking a promise, Plaintiff's petition requests that Defendant be punished for paying compensation to Plaintiff in the amount of USD. 1,029,170.86 is quite reasonable and can be granted (p.25)	a) Granted Plaintiff's claim in part; b) Stated Defendant I had committed a breach of contract.
4.	873 K/Pdt /2011 PT. Asuransi Sinar Mas (Petitioner for Cassation /Appellant/Defendant 1) vs. Wijanto (Respondent of Cassation/Defendant Appeal/Plaintiff)	a) Defendant as an Insurance Company has breached the contract, did not pay the loss insurance claim submitted by the Plaintiff; b) The Judex Facti decision in this case does not contradict the laws and regulations, the cassation petition filed by the Cassation Petitioner: PT. Asuransi Sinar Mas must be rejected (p.18)	Rejecting the cassation request from the Cassation Petitioner: PT. Asuransi Sinar Mas.

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
5.	1819 K/Pdt/2011 PT. Berdikari Insurance (Petitioner for Cassation/ Appellant/Defendant) vs. Doni Irawan (Respondent of Cassation /Defendant Appeal/Plaintiff)	The reasons for this cassation cannot be justified, because Judex Facts has not wrongly applied the applicable law, because it is proven that the Plaintiff has fulfilled all the requirements stipulated in the Open Cover Cash In Transit, by the contract in the Insurance Policy, so that the Defendant has breached his promise and was sentenced to pay for Cash In Transit insurance on behalf of Donny Irawan, SE. amounting to IDR 267,154,000,-(p.11)	Rejecting the cassation request from the Cassation Petitioner: PT. Berdikari Insurance.
6.	2506 K/Pdt/2011 Mrs.Milo Herlina (Petitioner for Cassation/Plaintiff/ Defendant Appeal) vs. Asuransi Jiwa Mega Life (Respondent of Cassation/Defendant/Appellant)	According to the Supreme Court, there are sufficient reasons to grant the Cassation Petitioner: NY. Milo Herlina, and annul the Pontianak High Court, annuls the Pontianak District Court and the Supreme Court tried this case itself.	Granted Plaintiff's claim in part; Stated Defendant I had committed a breach of contract; Sentencing the Defendant to pay losses to the Plaintiff, amounting to Rp. Three hundred million in cash, immediately and at once.
7.	873 K/Pdt /2011 Wijanto (Plaintiff / Respondent of Cassation) vs. Asuransi Sinar Mas (Defendant/Petitioner for Cassation)	a) The objection of the Cassation Petitioner cannot be justified because the High Court did not misapply the law; (p.18); b) Defendant, as an insurance company, has breached the contract because it did not pay the insurance claim for the loss suffered by Plaintif (p.18)	Rejecting the cassation request from the Cassation Petitioner: PT Sinar Mas
8.	560 K/Pdt.Sus/2012 Hermi Sinurat (Petitioner for Cassation/Plaintiff) vs. PT. Avrist Assurance (Respondent of Cassation/Defendant	a) The reasons for the cassation are justified; the Court of Appeal has misapplied the law (p.32); b) In the opinion of the Supreme Court, there are sufficient reasons to grant the cassation request from the Cassation Petitioner: Hermi Sinurat and cancel the Tangerang District Court Decision and the Supreme Court tried this case himself. (p.33)	a) Granted the cassation request from the Cassation Petitioner: Hermi Sinurat; b) Canceling the decision of the Tangerang District Court

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
9.	738/Pdt G/2012/PN.Jkt.Sel. Ny. Kwee Lanny (Plaintiff 1) dan David Laurence Christian (Plaintiff 2) vs. PT. Commonwealth Life (Defendant)	a) The Insurer (Defendant) deliberately wants to avoid the responsibility to pay the life insurance claim to the Insured, to Plaintiff 1 and Plaintiff 2 as Beneficiaries of the insurance claim; b) The main argument of the Plaintiffs' lawsuit can be proven that Defendant has committed a breach of contract. Therefore, the main claim of the plaintiff must be granted (p.45).	c) Stating that the Defendant has committed an act of breach of contract; d) Sentencing the Defendant to pay the nominal value of the insurance sum insured at once and immediately amounting to Idr. 250,000,000,-
10.	3046 K/Pdt/2012 PT. Asuransi Sequis Life (Defendant/ Defendant Appeal/Petitioner for Cassation) vs. Riama Hotlina Sitompul & Raja Philip Sebayang (Plaintiff/Appellant/Respondent of Cassation)	a) The High Court, both in its consideration and decision, has been correct and has not been wrong in applying the law; b) Based on written information from Doctor Handoyo Harsono's letter, the cause of death of the late Winnard Sebayang was the presence of bruising on the front and back of the head, which proved an accident. Therefore, Defendant must pay the insurance claim. (p.9).	Rejecting the cassation request from the Cassation Petitioner: PT. Asuransi Sequis Life
11.	9 K/Pdt.Sus/2012 Rusli SH (Petitioner for Cassation/Defendant) vs. PT.Asuransi Bina Dana Arta, TBK (Respondent of Cassation/Plaintiff)	a) The District and High Courts have decided on matters that are far deviant and not included in the demands submitted by the Cassation Respondent in this case; (p.9) b) According to the Supreme Court, there are sufficient reasons to grant the cassation request from the Cassation Petitioner.	Granted the cassation request from the Cassation Petitioner: Rusli

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
12.	1949 K/Pdt/2012 PT.Asuransi Jiwa Sequis Life (Petitioner for Cassation/ Appellant/Defendant) vs. Eva Hernita (Respondent of Cassation/ Defendant Appeal/Plaintiff)	The Cassation Petitioner's cassation request must be denied because the previous court did not misapply the law. Reasons for refusing to pay insurance claims cannot be justified and are frequently fabricated in order to avoid liability when the insured dies. Furthermore, the insurance policy has never been canceled by the insurer.	a) Stating that the Defendant has committed an act of breach of contract; b) Rejecting the cassation request from the Cassation Petitioner: PT. Asuransi Jiwa Sequis Life.
13.	320/Pdt.G/2013/PN.Jkt.Sel. Rahmad Irwan (Plaintiff) vs. PT.AXA Mandiri Finacial Service (Defendant)	According to the panel of judges, if Defendant does not pay the Insured cost to Plaintiff, Defendant has breached the contract. (p.39)	a) Granted the Plaintiff's claim in part; b) Stating Defendant has committed an act of breach of contract.
14.	392 / Pdt. G / 2013 / PN. Mdn Zulfiandi (Plaintiff) vs PT. Asuransi Multi Artha Guna, Tbk Cab. Medan (Defendant 1); PT. Asuransi Multi Artha Guna, Tbk Cab. Medan (Defendant 2); PT. Clifan Finance Indonesia, Tbk Cab. Medan (Defendant 3)	According to the Panel of Judges, after seeing and studying the contents of the Indonesian Motor Vehicle Insurance Standard Policy, in particular, Chapter IV Article 8, there is no specified clause regarding the type of security standard that must be met by the insured to avoid the risk of losing the vehicle. Therefore, the reason for the refusal of Defendants 1 and 2 regarding insurance claims can not be justified (p.48).	a) Stating Defendant 1 and 2 has committed an act of breach of contract; b) Sentencing Defendants 1 and 2 to pay the Plaintiffs jointly and severally
15.	488/Pdt.G/2013/PN.Jkt.Pst PT.CHIS (Plaintiff) vs PT.Asuransi Harta Aman Pratama (Defendant)	Because Defendant has not paid the loss claim submitted by Plaintiff, Defendant has been declared in breach of contract (p.23)	According to the Panel of Judges, Defendant's actions did not satisfy Plaintiff's claim for compensation due to the earthquake as an act of breach of contract.

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
16.	826 K/Pdt/2013 Prudential LifeAssurance (Petitioner for Cassation/ Defendant/Appelant) vs. Victor Joe Sinaga (Respondent of Cassation/ Plaintiff/Defendant Appeal)	a) Defendant (the Insurer) in the Life Insurance Agreement stated in Policy Number 31499813., dated September 1, 2008, on behalf of Eva Pasaribu (Plaintiff's wife), is obliged to pay the insurance claim upon the death of the Insured; (p.20) b) Because Defendant did not fulfill his obligation to pay the insurance claim to Plaintiff, Defendant broke his promise. (p.20)	Rejecting the cassation request from the Cassation Petitioner: PT. Prudential LifeAssurance
17.	1997 K/PDT/2013 AXA Mandiri (Petitioner for Cassation) vs. Syamsuddin Ka'in (Respondent of Cassation)	Defendant 1 is proven to have violated the contract, and Defendant should have examined the whereabouts of the Insured before entering into an insurance contract. (p.18)	Rejecting the cassation request from the Cassation Petitioner: PT.AXA Mandiri
18.	88/PDT/G/2014/PN.BDG BPD Jabar Banten (Plaintiff) vs PT. Asuransi Jasindo (Tergugat) & PT. Cipta Inti Parmindo (Defendant)	The claim submitted by Plaintiff includes a loss guaranteed by insurance, so Defendant's reason for rejecting the claim can not be used as a basis for rejecting the claim because Defendant can not cancel the policy unilaterally. Defendant has been bound by an insurance contract with Plaintiff so that Defendant is qualified to have a breach of contract. (p.76)	a) Stating Defendant has committed an act of breach of contract; b) Sentencing the Defendant to pay compensation for costs, losses, and interest for his negligence in fulfilling his obligations to the Plaintiff.
19.	438/Pdt.G/2014/PN.JKT.Se l RR Nuning Lestari (Plaintiff) vs Asuransi Jiwa Sequis Life (Defendant 1) & Bank CIMB Niaga (Defendant 2)	Before approving the insurance application, the Insurer (Defendant 1) should conduct a due diligence on the prospective insured, not submit a questionnaire to be answered by the insured. Thus, the reason for Defendant 1 cannot be justified, and the act of rejecting the Plaintiff's claim is said to be a breach of contract, so that the Panel of Judges can grant the plaintiff's claim. (p.84-85)	a) Declaring that Defendant 1 has breached the contract in paying the sum insured; b) Punish the Defendant to fulfill his obligation to pay the sum insured.

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20.	1040K/Pdt/2014 Samrida (Petitioner for Cassation) vs. PT.Asuransi Adira Dinamika (Respondent of Cassation)	a) The reasons for the cassation can be justified. The District and High Courts applied the law incorrectly. (p.18); b) According to the Supreme Court, there are sufficient reasons to grant the cassation request from Cassation Petitioner Samrida and cancel the High Court Decision, which upheld the District Court's decision. The Supreme Court tried this case himself. (p.19)	a) Canceling Decisions of the District Court and the High Court; b) Declaring that Defendant has breached the contract.
21.	2587 K/Pdt/2014 PT.Commonwealth Life (the Applicant for cassation) vs. Ny Kwee Lanny & David Laurence Christian (Respondent of Cassation)	a) Decision consideration of the High Court, which upheld the decision of the District Court, did not misapply the law (p.20); b) Defendant was found to be in breach of contract because he failed to pay the insurance proceeds to the Plaintiffs (beneficiaries) after the insured died. (p.20).	Rejecting the cassation request from the Cassation Petitioner : PT. AXA Mandiri Commonwealth Life.
22.	69 K/Pdt/2015 Imas K br Singa (the Applicant for cassation) vs. Commonwealth Life & MA Fachrudin (Respondent of Cassation)	The decision of the Bandung High Court does not conflict with the law or legislation. Therefore, the appeal from PT. Commonwealth Life must be rejected. (p.17)	Declaring that Defendant 1 (PT. Commonwealth Life) has breached the contract.
23.	169/Pdt.G/2015/PN.SBY Rachmah Fazariah (Plaintiff 1); Jeannita (Plaintiff 2) vs Kpl Cab Mega Lifa (Defendant 1); Brach Manager Bank Mega Sby (Defendant 2); Kepala Kantor KPKNL (Defendant 3)	Defendant 1 did not fulfill the insurance claim submitted by Plaintiff, then the Panel of Judges thought Defendant 1, who rejected the Plaintiffs' claim, had no legal basis. (p.55)	The actions of Defendant 1, not paying the life insurance claim submitted by the heirs of the late Kokoh Hendra Wiryawan, namely Plaintiff 1 and Plaintiff 2, was an act of breach of contract.

No.	Case Number & Litigation Parties	Description Judges' Considerations	Verdict
24.	548 K/Pdt.Sus-BPSK/2015 PT..Asuransi Cigna (the Applicant for cassation) vs Dio Utama Putra & PT. Bank CIM Niaga Kab Pssr Selatan (Respondent of Cassation)	Because the applicant for cassation is on the losing side, it must be punished by paying court fees at all levels of the judiciary. (p.37)	a) To declare that the Consumer Dispute Settlement Agency (CDSA) is ineligible to hear this case; b) The Cassation Appellant was sentenced to pay court fees at all levels of the judiciary.
25.	1490 K/Pdt/2015 PT.AXA Mandiri FS (Petitioner for Cassation) vs Rahmad Irwan (Respondent of Cassation)	The Cassation Petitioner's reason is incorrect because the High Court did not apply the law incorrectly and the court's judgment was correct and correct. The cassation applicant has been proven to have violated the contract and must pay the sum assured.	Rejecting the cassation request from the Cassation Petitioner from PT. AXA Mandiri FS
26.	521 PK/Pdt/2015 PT.Asuransi Jasa Indonesia (Petitioner for Judicial Review) vs PT.Baruna Shipping Line (Respondent for Judicial Review)	That Petitioner for Judicial Review's reasoning is invalid. In their legal considerations, the Jakarta High Court and the Supreme Court were correct (p.37). The Petitioner for Judicial Review, as the Insurer, fails to fulfill its contractual obligations (breach of contract), resulting in a loss to the Insured. (p. 38)	Reject the application of PT. Asuransi Jasa Indonesia. Sentencing the petitioner for judicial review to pay court fees.

According to the table above, the insured won 26 (76.47 percent) of the 34 cases that became the object of this research. In other words, insurance cases in this study generally place the insurer in a losing position because there are only 8 (eight) insurance case decisions, or equivalent to 23,53%, putting the insurance company as the winner.

5 Conclusion

Following facts examination, it is clear that many violations by the insurer. The offense is in the form of a rejection of an insurance claim. The insurer constantly argues to enforce insurance law so that the insured's claim is rejected—namely, the principle of utmost good faith as regulated in Article 251 of the CC. According to the insurance company, a violation of this principle by the insured causes his insurance claim to be rejected as either a breach of the duty of disclosure or misrepresentation. But the examination of the results of the Panel of Judges generally places the insurance company as the losing party.

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