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Legal Analysis of Insurance Defaults: A Review of Decision No. 209/Pdt.G/2024/PN Jkt.Pst Jo. Supreme Court Decision No. 3803 K/Pdt/2025

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Abstract

This study addresses two problems: (1) the application of breach of contract (wanprestasi) concerning insurance claim payments, and (2) the judges' considerations in Decision Number 209/Pdt.G/2024/PN.Jkt.Pst. Employing a normative juridical method with statutory and case approaches, the research analyzes primary legal materials (the Civil Code, the Commercial Code, Law Number 40 of 2014, OJK regulations, court decisions), secondary materials, and tertiary materials through qualitative descriptive-prescriptive techniques. The findings reveal. First, under the Civil Code, breach of contract encompasses non-performance, late performance, defective performance, and prohibited acts, while Decision 83/PUU-XXII/2024 restricts unilateral claim rejections. Second, judges across three levels ruled the defendant committed a breach of contract because the insured object was coal, making the vessel's accident immaterial; the Loss Ratio interpretation was reasonable; the insurer was negligent during underwriting; force majeure was proven; and the rejection lacked legal basis. Ultimately, this decision strengthens consumer protection, elevates insurer standards, ensures legal certainty, and aligns with Constitutional Court's ruling, marking a new era in Indonesian insurance law.

Keywords: *Breach of Contract, Insurance, Insurance Claim, Duty of Disclosure, Insurance Agreement*

Abstrak

Studi ini membahas dua masalah: (1) penerapan pelanggaran kontrak (wanprestasi) terkait pembayaran klaim asuransi, dan (2) pertimbangan hakim dalam Putusan Nomor 209/Pdt.G/2024/PN.Jkt.Pst. Dengan menggunakan metode yuridis normatif dengan pendekatan hukum dan kasus, penelitian ini menganalisis materi hukum primer (Kitab Undang-Undang Perdata, Kitab Undang-Undang Hukum Perdata, Undang-Undang Nomor 40 Tahun 2014, peraturan OJK, putusan pengadilan), materi sekunder, dan materi tersier melalui teknik deskriptif-preskriptif kualitatif. Temuan menunjukkan: Pertama, berdasarkan Kitab Undang-Undang Perdata, pelanggaran kontrak mencakup tidak melaksanakan, terlambat melaksanakan, pelaksanaan yang cacat, dan tindakan terlarang, sedangkan Keputusan 83/PUU-XXII/2024 membatasi penolakan klaim sepihak. Kedua, hakim di tiga tingkatan memutuskan bahwa tergugat melakukan pelanggaran kontrak karena objek yang diasuransikan adalah batubara, sehingga kecelakaan kapal menjadi tidak relevan; interpretasi Rasio Kerugian masuk akal; penanggung lalai selama proses underwriting; force majeure terbukti; dan penolakan tersebut tidak memiliki dasar hukum. Pada akhirnya, keputusan ini memperkuat perlindungan konsumen, meningkatkan standar penanggung, memastikan

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kepastian hukum, dan selaras dengan putusan Mahkamah Konstitusional, menandai era baru dalam hukum asuransi Indonesia.
Kata kunci: Asuransi, Klaim Asuransi, Kewajiban Pengungkapan, Pelanggaran Kontrak, Perjanjian Asuransi

Introduction

Insurance is an agreement between two parties, namely the insurer and the insured, where the insurer is the insurance company and the insured is a legal subject, namely a person or legal entity. According to the Financial Services Authority (OJK), insurance is an agreement between the insurer and the insured that requires the insured to pay a certain amount of premium to provide compensation for the risk of loss, damage, death, or loss of expected profits, which may occur due to unforeseen events (Saputra, Listiyorini & Muzayanah, 2021). In general, insurance agreements are regulated in Book III of the Civil Code concerning Contracts, namely in Article 1233 which states: "Every contract is born either by agreement or by law" (Siregar, *et al*., 2023).

Insurance is currently regulated by Law Number 40 of 2014 concerning Insurance, which revokes Law Number 2 of 1992 concerning Insurance Business. Insurance is currently divided into two categories general or conventional insurance, often simply referred to as "insurance," and sharia insurance. Sharia insurance is insurance management based on sharia principles. The term "insurance" in Dutch is called "verzekering," meaning coverage or insurance, and in English it is called "Insurance" (Adam & Anwar, 2021). For the general public, insurance is synonymous with health or a health guarantee that is beneficial when the owner experiences a health problem at some time. The insurance agreement in question is an agreement to transfer a risk experienced by the insured or also called the insurance policy holder (a policy is proof as an insured in an insurance company by paying a certain amount of premium, the risk can be transferred to the insurer or insurance company) (Rambe & Sekarayu, 2022). The types of risks that can be transferred include the risk of accidents, the risk of natural disasters, including the risk of death, where these risks depend on the object of the agreement. Further information regarding insurance and sharia insurance, as per Law Number 40 of 2014 concerning Insurance, Article 1 numbers 1 and 2 (Putri, 2024).

Insurance companies act as financial institutions that collect funds from the public through the provision of insurance services (takaful) to provide protection to service users against the possibility of losses due to an unforeseen event (Pasaribu, 2023). This protection is realized in the form of funds that are always ready to be used when the person concerned experiences a disaster. A disaster is an unpleasant situation that occurs at any time and can affect anyone. In the case of insurance, of course, the disaster is experienced by the insured party as the holder or owner of the insurance policy of an insurance company based on an agreement between the two parties, namely the insurer and the insured party. A disaster in the world of insurance can also be in the form of the bankruptcy status of an insurance company due to mismanagement by its management, both at the level of commissioners, directors and managers, which clearly impacts its ability to provide benefits to all its customers as insurance policy holders of the insurance company in question or the insurance company that is experiencing bankruptcy. The responsibility of an insurance company to provide benefits to its insured as policy holders, sometimes cannot be realized due to something, namely default because the insurance company or insurer does not pay insurance claims to the insured according to the agreement agreed by both parties. As with breach of contract, it can be interpreted that in insurance, it means that the insurance company has

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broken its promise regarding the insurance agreement to the insurance policy holder issued by the insurer or insurance company. A breach of contract can also be interpreted as the failure to fulfill an obligation by one of the parties to a promise due to intentional factors or negligence, as explained in Article 1238 of the Civil Code (Oswari, 2024).

A breach of contract, or breach of promise, can occur intentionally or unintentionally, leading one of the aggrieved parties to seek legal redress. One case that caught the author's attention regarding the issue of breach of contract, particularly in the insurance sector, involved PT Rajawali Bara Makmur as Plaintiff, PT Great Eastern General Insurance Indonesia as Defendant, and PT Sukses Utama Sejahtera as Co-Defendant. In mid-February 2023, PT Rajawali Bara Makmur entered into a marine cargo insurance contract through Marine Cargo Open Policy number 19-C0001444-OCP. This insurance transaction was facilitated by PT Sukses Utama Sejahtera, acting as an intermediary between the insured and the insurer. The insured object was the coal cargo, not the vessel used for transportation, a distinction that later became crucial in legal considerations. The policy included two separate certificates of insurance. The first certificate, Marine Cargo Certificate I, covers the transportation of coal from Satui to Gresik with an effective date of March 1, 2023. The second certificate, Marine Cargo Certificate II, provides coverage for the Tapin-Banten route with an effective date of May 17, 2023.

The first disaster occurred on March 6, 2023, when the TB Hector 777 ship towing the barge BG Charles 207 experienced bad weather conditions in the form of high waves that caused severe shaking. As a result of this force majeure, part of the plaintiff's coal cargo was swept away by the sea current, resulting in a financial loss of Rp 787,084,060, - (seven hundred eighty-seven million eighty-four thousand sixty rupiah). This incident is included in the coverage area of the first certificate covering the Satui-Gresik route. The second, larger disaster occurred on May 20, 2023, involving the TB Hector 106 vessel towing the BG Alika 101 barge. This maritime accident took place in the waters of Karimunjawa, an area known for its unique navigational challenges. The plaintiff's entire coal cargo spilled into the sea, causing a total loss of Rp 16,422,142,100 (sixteen billion four hundred twenty-two million one hundred forty-two thousand one hundred rupiah). The combination of these two losses resulted in a total claim of Rp 17,209,226,160 (seventeen billion two hundred nine million two hundred twenty-six thousand one hundred sixty rupiah). PT Great Eastern General Insurance Indonesia refused to pay the claim with legal arguments focused on the alleged breach of duty of disclosure. The insurer claims that the plaintiff and the insurance broker concealed material facts regarding the BG Charles 209 shipwreck that occurred between December 24-25, 2022, prior to the policy closing in February 2023.

Furthermore, the defendant disputes the interpretation of the Loss Ratio data presented during the underwriting process. The insurer interprets L/R as "Loss Record" and considers the information presented misleading because it does not reflect the actual historical loss experience. This rejection is based on the provisions of Article 251 of the Commercial Code, which regulates the cancellation of insurance due to incorrect or incomplete notification from the insured, as well as violations of the "Duty of Disclosure" clause, a fundamental principle in insurance contracts. In the evidence, the Panel of Judges is of the opinion that the Interpretation of L/R as a Loss Ratio is considered reasonable because the object of insurance is coal, not a ship, the grounding of BG Charles 209 is not a material fact, so in this case PT Great Eastern General Insurance Indonesia as the Defendant is considered negligent in providing clarification during underwriting. The lawsuit filed by PT Rajawali Bara Makmur was partially granted by the Panel of Judges of the Central Jakarta District Court (PN) through

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Decision Number 209/Pdt.G/2024/PN. Jkt.Pst dated October 4, 2024 with the verdict stating that the two Policies dated March 1, 2023 and May 17, 2023 are valid and binding. The Panel of Judges also declared PT Great Eastern General Insurance Indonesia to have committed a breach of contract (Breach of Promise) and ordered PT Rajawali Bara Makmur to pay material damages in the amount of Rp 17,209,226,160 (seventeen billion two hundred nine million two hundred twenty-six thousand one hundred and sixty rupiah) to PT Rajawali Bara Makmur in the form of an insurance claim.

Dissatisfied with the decision, PT Great Eastern General Insurance Indonesia filed an appeal on October 21, 2024, accompanied by an appeal memorandum dated October 28, 2024. PT Rajawali Bara Makmur, as the Plaintiff, filed a counter-appeal memorandum on November 6, 2024, and the Co-Defendant followed with a counter-memorandum on November 18, 2024. After a thorough examination of the files and legal review, the Panel of Judges of the DKI Jakarta High Court, through Decision Number 1379/Pdt/2024/PT DKI dated December 9, 2024, declared all the arguments outlined in the appeal memorandum to be legally groundless and rejected. The Central Jakarta District Court's decision was fully upheld, including the determination of default and the amount of insurance claim compensation. PT Great Eastern General Insurance Indonesia, as the Appellant, was then ordered to pay the costs of the appeal. The Panel of Appellate Judges stated that the District Court had made appropriate and comprehensive legal considerations, particularly in assessing the Plaintiff's obligation to disclose material facts and good faith in the performance of the agreement. The Defendant's rejection of the claim was declared an act of default, and there was insufficient legal basis to overturn the first instance decision.

Disagreeing with the Appellate Decision, PT Great Eastern General Insurance Indonesia filed a cassation appeal with the Supreme Court. In Decision No. 3803 K/Pdt/2025, the Panel of Judges, in its consideration, concluded that the Judex Facti/Jakarta High Court's decision in this case did not conflict with the law and/or regulations. Therefore, the cassation appeal filed by PT Great Eastern General Insurance Indonesia should be rejected. Because the Appellant was the losing party, the Panel of Judges ordered PT Great Eastern General Insurance Indonesia to pay the costs of the case. On January 3, 2025, the Constitutional Court ruled that Article 251 of the Commercial Code was "conditionally unconstitutional." The impact of this ruling was the elimination of insurance companies' authority to unilaterally cancel claims and coverage based on the insured's dishonesty. This allowed insurance companies to easily reject claims solely due to incomplete disclosure of information from the insured. With the change in wording in Article 251 of the Commercial Code, the insured's rights are better protected. This ruling marks a new era in the Indonesian insurance industry, where insurance companies must be more careful in rejecting claims and cannot arbitrarily cancel policies based on incomplete information from the insured. Based on the background of the problem described above, the author intends to conduct research as a final assignment using the literature study method, entitled " Legal Analysis of Insurance Defaults: A Review of Decision No. 209/Pdt.G/2024/PN Jkt.Pst Jo. Supreme Court Decision No. 3803 K/Pdt/2025". The title was chosen solely for the purposes of writing the author's thesis and is not intended to support either party in the case in decision Number 209/Pdt.G/2024/PN Jkt.Pst. Instead, it is used as legal material by the author to sharpen his analysis of default in the insurance sector.

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Methods Research

This research employs a normative juridical legal research approach, focusing on the application of rules or norms within applicable positive law. In its implementation, the research adopted two primary approaches: the statute approach and the case approach. The statute approach was used to comprehensively examine various regulations related to contract law and insurance. Meanwhile, the case approach was applied to analyze the ratio decidendi, or legal reasoning of the panel of judges, in the Central Jakarta District Court Decision Number 209/Pdt.G/2024/PN Jkt.Pst, along with subsequent decisions that supported it.

Data collection techniques focused on library research, classified into three legal materials. Primary legal materials consist of binding regulations, including the Civil Code (KUHPerdata), the Commercial Code (KUHD), Law Number 40 of 2014 concerning Insurance, the Financial Services Authority Regulation (POJK), and relevant court decisions. Secondary legal materials used include textbooks, legal scientific journals, and expert doctrines that provide in-depth explanations of the primary legal materials. Furthermore, they are supported by tertiary legal materials such as legal dictionaries to clarify specific terms. All of these legal materials are then processed and analyzed qualitatively with a descriptive-prescriptive nature. The descriptive approach aims to systematically present facts and legal rules, while the prescriptive approach is used to provide assessments, arguments, and solutions to legal problems regarding the conformity of default actions and judges' decisions with applicable civil law principles.

Results and Discussion

The case that is the object of this research involves an insurance policy holder who suffered a loss and filed an insurance claim as the plaintiff, and an insurance company that did not pay the insurance claim in accordance with the agreement as the defendant (Suparidho & Muhammad, 2025). The case began with an insurance agreement between the plaintiff as the insured and the defendant as the insurer. After an event covered by the insurance policy occurred, the plaintiff filed a claim against the defendant. However, the defendant failed to fulfill its obligation to pay the insurance claim in accordance with the terms agreed upon in the insurance policy. The plaintiff demanded that the defendant pay the insurance claim at the value stated in the policy, pay compensation for the late payment of the claim, and pay legal costs. In contrast, the defendant denied the plaintiff's demands, arguing that the claim did not meet the terms and conditions stated in the policy, that there was a breach of obligation by the insured, and that it denied the allegation of breach of contract.

At the appeal level, the Panel of Judges of the Jakarta High Court accepted the appeal from the appellant (PT Great Eastern General Insurance Indonesia) and upheld the decision of the Central Jakarta District Court. In its consideration, the Panel of Judges of the High Court adopted the legal considerations of the First Instance Court on the grounds that the legal considerations of the First Instance Court which stated that the defendant was in breach of contract were appropriate and correct. The Panel of Judges was of the opinion that the plaintiff had fulfilled its legal obligations in the insurance coverage, so that the denial of the claim by the defendant was a form of breach of contract, and no new matters were found in the appeal memorandum that could overturn the first instance decision. Furthermore, at the cassation level, the Supreme Court rejected the cassation application from the cassation applicant (PT Great Eastern General Insurance Indonesia) and ordered the cassation applicant to pay court costs. The Supreme Court was of the opinion that Judex Facti (Jakarta High Court) did not err

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in applying the law, with the main consideration being that the reason for rejecting the claim alleging a violation of the duty of disclosure was an unjustifiable reason. The legal facts show that the plaintiff's coal carrier did indeed experience an accident which is a risk covered by the policy, so the rejection of the claim payment does not conflict with the law and/or statutes.

The results of the research on the case study of decision number 209/Pdt.G/2024/PN Jkt. Pst show that the insurance company's failure to fulfill its legitimate claim payment obligations constitutes a clear form of default that contradicts the provisions of the Civil Code, the Insurance Law, and the Financial Services Authority (OJK) regulations regarding claim settlement standards. The insured's legal position is now increasingly protected by the Constitutional Court's decision which unconstitutionalizes the insurer's unilateral authority to cancel a policy or reject a claim solely on the grounds of incomplete information disclosure. The link between the principle of default and insurance regulations provides a strong legal basis for the panel of judges at all levels—from the first instance, appeal, to cassation in deciding the a quo dispute. The courts have consistently declared the insurer guilty of default because it refused to pay for a risk event legally covered by the policy. At the final level, the Supreme Court firmly rejected the reasons for rejecting claims based on allegations of violations of the duty of disclosure, while also emphasizing that technical administrative arguments cannot be used arbitrarily by insurance companies to avoid the obligation to fulfill performance towards insured parties who have acted in good faith.

Default is the failure to fulfill contractual obligations. According to Subekti, default is divided into four forms: failure to perform at all, performance but not as promised, performance but late, and prohibited conduct (Sari, Rasmiaty & Anggraini, 2023). To be proven, four conditions must be met: a valid agreement, unfulfilled performance, a warning/statement of negligence, and an element of fault (Sari, 2024). Default in insurance includes failure to pay valid claims, late payment (beyond 30 business days as per the OJK Regulation), underpayment, or unilateral cancellation of the policy (Syafi'I, et al., 2024). Legal consequences include forced enforcement, contract cancellation, compensation (costs, damages, interest), and risk transfer (Syed, 2023). The principles of utmost good faith, indemnity, and proximate cause govern insurance contracts (Maunah, Sunargo & Mahadewi, 2023). The 2025 Constitutional Court Decision limits an insurance company's authority to cancel a policy to a valid agreement or court decision, not a unilateral one (Tinambunan & Jalianery, 2025). This strengthens the insured's protection and makes unilateral claim rejection a default (Syafitri, Kamello & Purba, 2025). PT Rajawali insured a coal cargo (not a ship) worth IDR 17.2 billion. Two maritime accidents led to the claim, but PT Great Eastern rejected the claim, citing a breach of duty of disclosure, including the failure to disclose the BG Charles 209 ship accident three months earlier.

Consistent Decisions by Three Courts: The District Court, High Court, and Supreme Court consistently declared the breach proven. First, the insured object is different; the insurance covers coal, not the ship. The ship accident is not a material fact because it is irrelevant to the cargo risk. Second, the interpretation of "Loss Ratio" is reasonable, as L/R data refers to the loss ratio (not accident records), consistent with cargo industry practice. Third, the insurer's obligation to clarify matters requires that professional insurers clarify matters during underwriting and not reject claims after they have occurred. Fourth, regarding the principle of good faith, rejection without substantial basis violates Article 1338 paragraph (3) of the Civil Code. This decision strengthens the protection of the insured, establishes stricter underwriting standards, creates legal certainty, and aligns with the Constitutional

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Court's decision marking a new paradigm in Indonesian insurance law that balances the rights of the insured and the insurer.

Conclusion

The application of default to insurance claim payments is based on the provisions of the Civil Code (KUHPerdata), specifically Articles 1238, 1243, and 1267, which define default as a debtor's failure—due to their own fault—to fulfill contractual obligations. This default can manifest itself in the form of no performance at all, late performance, performance but not in accordance with the agreement, or doing something prohibited by the agreement. Legally, fulfilling the elements of default requires a valid agreement, failure to fulfill performance, a summons, and an element of error, which results in the obligation to compensate or the right to cancel the agreement for the creditor. In the insurance ecosystem, the concept of default is closely tied to fundamental principles such as utmost good faith, insurable interest, indemnity, subrogation, contribution, and proximal cause. Furthermore, the dynamics of insurance law in Indonesia have undergone a crucial paradigm shift following Constitutional Court Decision No. 83/PUU-XXII/2024. The ruling declared Article 251 of the Commercial Code conditionally unconstitutional, thus depriving insurance companies of their unilateral authority to cancel policies or reject claims solely on the grounds of a violation of the duty of disclosure. Instead, it must be done through an agreement between the parties or a legally binding court decision.

Regarding the a quo dispute, the Panel of Judges at the Central Jakarta District Court, the DKI Jakarta High Court, and the Supreme Court consistently ruled that PT Great Eastern General Insurance Indonesia was proven to have committed a breach of contract by rejecting PT Rajawali Bara Makmur's marine cargo insurance claim. This legal consideration is based on the validity of a binding agreement in accordance with Article 1320 of the Civil Code in conjunction with Article 257 of the Commercial Code. The judge firmly rejected the insurer's argument regarding a violation of the duty of disclosure, considering that the object of insurance was coal cargo, not a transport vessel (BG Charles 209). Therefore, the interpretation of the Loss Ratio (L/R) reasonably refers to the ratio of goods losses and not the history of ship accidents, making previous ship accidents not a material fact. The insurer was also deemed negligent for not providing clarification from the underwriting stage. In addition, the maritime accidents that befell the cargo in March and May 2023 were recognized as force majeure events due to bad weather that were legally covered by the policy without any negligence by the insured. Because the claim rejection did not have a strong legal basis, the insurer's actions were qualified as a breach of contract of "no performance at all" which is contrary to Article 246 of the Commercial Code and Article 1338 paragraph (1) of the Civil Code. As a legal consequence, the insurer was sentenced to pay material claim compensation of IDR 17,209,226,160,- based on the principle of indemnity. The consistency of this tiered decision not only provides legal certainty and strengthens the standards of insurance professionalism, but also strongly resonates with the spirit of Constitutional Court Decision Number 83/PUU-XXII/2024 in protecting the rights of the insured from arbitrary unilateral claim rejections.

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