



## Research Article

© 2022 Windiantina et al.

This is an open access article licensed under the Creative Commons Attribution-NonCommercial 4.0 International License (<https://creativecommons.org/licenses/by-nc/4.0/>)

Received: 15 October 2021 / Accepted: 30 November 2021 / Published: 5 January 2022

# Implementation of Ex-Gratia Claim Payment in Insurance Agreement

Wiwin Wintarsih Windiantina

Eman Suparman

Isis Ikhwansyah

Nyulistiowati Suryanti

Law Faculty, Padjadjaran University,  
Jl. Raya Bandung Sumedang KM.21,  
Hegarmanah, Jatinangor, Kabupaten Sumedang,  
Jawa Barat 45363, Indonesia

DOI: <https://doi.org/10.36941/mjss-2022-0007>

## Abstract

*This study aims to explain descriptively about the implementation of ex-gratia claims on life insurance agreements, how to pay and settle ex-gratia claims and ex-gratia claim terms. In the Life Insurance agreement, the insured party when experiencing an unexpected risk of obtaining its rights in the settlement of claims. The occurrence of rejection of claims on life insurance, becomes the cause of a lack of understanding of the actual articles and regulations must be understood before deciding to use insurance. In fact, not all losses suffered by the insured in the insurance agreement can be paid according to the agreement. It is caused by several factors that are considered to violate the principles of insurance and regulations that have been determined in the insurance agreement, resulting in the cancellation of the insurer pays its obligations to the insured or commonly called rejected claims. But customers sometimes still demand that the company pay, therefore the insurance company takes the initiative to pay claims rejected through Ex-gratia. But many people do not know about the ex-gratia claim. Some insurers take the initiative to pay ex-gratia rejected claims. Implementation of ex gratia claims can be done by negotiation, good faith from the insurer to the insured.*

**Keywords:** Insurance Claim, Ex-Gratia, Life Insurance, Indonesia Insurance

## 1. Introduction

Humans cannot escape risk. Uncertain circumstances cause insecurity commonly referred to as risk (Hartono, 1995, p. 2). The presence of insurance companies today can minimize unwanted risks.

Eliminating the potential for suffering is a natural human action that greatly affects the development of world civilization. The development and utilization of science has a significant impact in anticipating things that are not expected to happen, but there is no denying that there are certain events that cannot be controlled by man and his mind.

Certain events that humans cannot control will pose a risk. Landslide disasters will pose a risk

of loss of settlements, as well as earthquakes that will pose a risk of damage to the city's infrastructure.

A one way to minimize the suffering is to divert risk. Diverting risk means asking others to accept and take responsibility for the risks we should be at our own risk. The transfer of risk will certainly result in the party who submits the risk has obligations that must be fulfilled to the party who accepts the risk. Special agreements are held to transfer risk and or divide this risk is called an insurance agreement. One way people overcome that risk is through the transfer of risk to other parties in this case insurance institutions.(Badruzaman, 2019)

Insurance as a risk transfer institution has positive benefits for the community, companies, and the state. That's because they're tied up in insurance agreements. With insurance agreements they feel at ease because they get protection from possible losses. As for companies that divert their risk through insurance agreements can increase their business.(Badruzaman, 2019)

There are many methods of dealing with risk, but insurance is the most widely used method. Insurance promises protection to the insured against the risks faced by individuals as well as risks faced by the company. Insurance is an agreement that is consensual. Where the things that have been agreed in the insurance agreement are set forth in a deed called a policy. The policy serves as a means of evidence in the implementation of coverage. (Abdullah & Fathuddin, 1993; Badruzaman, 2019)

In the event of providing a guarantee of indemnification for the occurrence of uncertain events or risks arising. The coverage policy plays an important role because it is very useful at the time of filing a claim for compensation or a claim for a contract. There are many causal elements that are the lack of knowledge of policyholders in using their rights and obligations. With these rights and obligations known as achievements or counter achievements, it allows the parties to prosecute their rights, but also the obligation is the obligation of the other party to fulfill them. (Badruzaman, 2019)

In Indonesia life insurance is one of the most popular types of insurance by the public. According to AAJI (Indonesian Life Insurance Association) the life insurance industry recorded an improving trend in performance in Q4/2020, namely benefits to customers. The improvement in performance in the fourth quarter of 2020 was driven by improving macroeconomics. Increasing public awareness of the need for life insurance protection, especially the socialization of Covid-19 vaccination by the government and the impact on the life insurance industry strategy throughout 2020. (AAJI, 2020). Life insurance is intended to make payment of some money by receiving premiums in the relationship of life or death of a human being. (Dr. Agoes Parera, 2019). As a product of civil law life insurance is a form of agreement between the insurer and the insured. The insurer here is an insurance company while the insured is an insurance customer or beneficiary of life insurance. (Muhammad, 1999)

Insurance is a business system, an action that refers to financial protection or financial compensation, whether loss of life, loss of property, health and so on. Where the insured or customer gets reimbursement from unforeseeable events such as death, damage, or illness. Where it must be in accordance with the premium paid regularly in a certain period in exchange for a policy that guarantees the protection of a person. (Hartono, 1995)

Judging from the type of insurance, it can be distinguished into three. It is based on Law No. 40 of 2014 on Insurance, namely: 1) Loss insurance (non-life insurance), which is an agreement that provides services in reducing risk or loss; 2) Life Insurance (life insurance), insurance agreements that provide services and risk coverage faced by loss insurance companies and for life insurance companies. In this case life insurance is one of the insurances that is important for family life and society, which is one of the insurances that aims to cover people against unexpected financial losses due to death. (Abis, 1993; Widagdo & Lestari, 2018)

The high number of insurance customers in the community is directly proportional to the potential dispute between insurance companies and insurance policyholders. Insurance policy is a deed that is a written proof that there has been an insurance agreement between the insured and the insurer (Muhammad, 1999). The policy will contain an agreement on special terms and special promises; therefore, the policy becomes a very important part to determine the rights and obligations

of the parties in an insurance agreement. The often-disputed agreements by insurance companies and policyholders are different interpretations of points in insurance policies. (Prime & Knox, 1994; Syahmin, 2006)

One of the most disputed things that the insured has in an insurance agreement is the rejection of a claim by the insurer. If the insured experiences one of the events that are a risk listed in the policy, then the insured has the right to file a claim for damages for the event, but not all claims submitted can be accepted by the insurer. In the dispute of rejection of insurance claims, the insurer and the insured will provide arguments that support the interests of each party. The insurer will state that the claim requested is not in accordance with the agreed terms and conditions and vice versa. Disputes against such claims are not infrequently resolved by the way insurance companies provide compensation to policyholders on an ex-gratia basis. (Lewis & Lewis, 2017)

Ex-gratia can briefly be interpreted as discretionary payment of claims for claims that are actually liable, the payment of these claims solely for consideration of non-technical factors, including business considerations. If applied in the context of insurance law, the payment of insurance claims ex-gratia means claims provided by the insurer given voluntarily, although there is no obligation from the insurer to provide compensation to the insured. (Ali et al., 2017; Lewis & Lewis, 2017)

The word ex-gratia comes from Latin which if translated means "voluntarily" In The Law Dictionary ex-gratia is defined as:

*"Out of grace; as a matter of grace, favor, or indulgence; gratuitous. A term applied to anything accorded as a favor; as distinguished from that which may be demanded ex debit, as a matter of right."*

Ex-gratia claim payment is the payment of claims in discretion for claims that are not liable. The insurer that makes the payment of insurance claims ex-gratia provides voluntary compensation to the insured even though there is no obligation from the insurer to provide compensation to the insured.

Ex-gratia claim payment practices can be motivated by a variety of things. In some insurance claims disputes between insurance companies and policyholders, insurers refuse to pay claims on the grounds that the claims are not appropriate. Insurance companies are only willing to pay a portion of the number of claims requested by policyholders. The insurance company provides compensation to the insurance policyholder on the grounds that the claim is paid ex-gratia. In addition, to maintain good relations between insurance companies and policyholders is also one of the reasons insurance companies provide claims ex-gratia.

Arrangements for ex-gratia claims payments have not been regulated in Indonesia's positive laws, although in practice ex-gratia claims payments have often been made by insurance companies. Ex-gratia payment of claims is entirely the policy of the insurance company concerned. For example, in the implementation of mandatory insurance, in cases of accidents that are not guaranteed in the provisions of Law No. 33 of 1964 concerning Mandatory Insurance Fund for Passenger Accidents. Law No. 34 of 1964 concerning Mandatory Coverage of Road Traffic Accidents, the insured will receive compensation voluntarily.

Ex-gratia claims payment is often used as an alternative to resolving disputes between the insured and the insurer. Although the insurer states that the claim is not in accordance with the requirements of the claim submission, the insurer will be willing to pay some, or part of the compensation requested by the insured. The absence of arrangements regarding the payment of claims ex-gratia positions the insurance company in a strong enough position that is as the determining party to the payment of claims on an ex-gratia basis. This will create uncertainty about whether any insured whose insurance claim is rejected can get a claim payment on an ex-gratia basis. (Kumaraswamy, 1997)

The expected and achievable purpose of this research is to reveal that in life insurance agreements can be applied the implementation of Ex-gratia claims when there is a rejection of claims

so that customers still get their rights even if not completely. Therefore, it is necessary to conduct a review in the settlement of insurance agreement claims on an Ex-gratia basis.

## 2. Research Methods

The research method used in this study is qualitative method with normative empirical approach. In this study did not require much data and more monographic or tangible cases (Soekanto, 2006). Normative research or literature studies i.e. law is conceptualized as a rule or norm that is a benchmark of human behavior that is considered appropriate. The source of normative legal research is only secondary data consisting of primary legal materials of secondary legal materials and tertiary legal materials. (Dr. Jonaedi Efendi & Prof. Dr. Johnny Ibrahim, 2018)

### 2.1 Discussion / Analysis of the

#### 2.1.1 The Role of Insurance in Risk Transfer

The need for insurance services is one of the important means in the current economic life system, both in the face of the most basic risks, namely, the natural risks of illness, accident, job loss, retirement, death, or in the face of various risks to property owned. (Sumarauw, 2013). Insurance or coverage is an agreement, by which an insurer binds itself to the insured by receiving a premium, to provide reimbursement to him for a loss, damage or loss of profit that may be suffered due to an indenceal event (Book of Trade Law (Kitab Undang-undang Hukum Dagang - KUHD) of the Republic of Indonesia Article 246).

Insurance in Indonesia is quite popular. The number of insurance users in Indonesia is getting higher. The high number of insurance users is dominated by various insurance products such as life insurance, health insurance and property protection insurance, cars, houses, and others. Public awareness of the importance of insurance has been heightened but it does not necessarily make all insurance users understand what exactly the benefits and benefits obtained in insurance. This is due to a lack of understanding of the provisions and policies in insurance.

Insurance or coverage is familiar to the people of Indonesia. The growth of insurance companies in Indonesia is quite rapid. In 2013 the number of insurance companies reached 140 (one hundred and forty), and the number of insurance support companies reached 260 (two hundred sixty). The rapid development of insurance companies is often not balanced with the readiness of human resources in managing this insurance business. This arises assorted conflicts or insurance disputes. One of the sources of conflict of dispute comes from contracts/ insurance agreements. (Lewis & Lewis, 2017; Wikantari, 2014)

Literacy about insurance is now a global community culture, even some people including the Indonesian government have cooperated with insurance companies, both state-owned and nationally privately owned insurance companies. Kasmir (Kasmir, 2001) in his opinion says that insurance means the existence of two parties mentioned one as the insurer and the other party as the insured from an event that may occur. (Muhammad, 1999)

According to article 1 paragraph 1 of law No. 40 of 2014 mentioned that insurance is an agreement between two or more parties with the insurer binding itself to the insured by receiving a premium to provide a payment based on the death or life of an insured person. Furthermore, in article 1, paragraph 1 that insurance is an agreement between two parties, namely insurance companies and policyholders, which becomes the basis for the receipt of premiums by insurance companies in return for: (a) providing reimbursement to the insured or policyholders due to losses, damages, costs incurred, loss of profit, or legal liability to third parties that may be suffered by the insured or policyholder due to an uncertain event; or; (b) provide payment based on the death of the insured payment based on the life of the insured with a benefit of the amount has been determined and/or based on the results of fund management.

Purwosutjipto in his opinion said that coverage is a reciprocal agreement between the insurer and the insurance cover, where the insurer binds itself to compensate and or pay a certain amount of money (compensation) set at the closing of the agreement to the insurance cover or another person appointed at the time of the event (eventement) while the insurance cover binds itself to pay a certain amount of premiums. (Purwosutjipto, 1978, p. 10)

Fuad (Fuad et al., 2010, p. 54), argues that life insurance is essentially a transfer of risk (risk shifting) for financial loss (a financial loss) by the insured to the insurer. The risk presented to the insurer is not the risk of loss of one's soul but financial loss as a result of loss of one's soul or because it reaches old age, so it is no longer productive. According to Wikantari, life insurance provides sum insured to the left behind, namely children, parents, or others in accordance with the designated heirs if the insured dies. Institutions that manage insurance as insurance companies, in which have life insurance products, loss insurance, or general insurance. The scope of life insurance companies that can conduct business in the field of life insurance, health insurance, personal accident insurance and annuity business or periodic payments in the same amount and become the founder and administrator of the pension fund. (Wikantari, 2014, p. 22)

In accordance with the development of the world in the current industrial era insurance becomes very important and can have great benefits for someone, including:

1. Insurance can provide a sense of guarantee or a sense of security in running a business. This is because a person will be detached from the concerns that befall him due to losses or unexpected events. Because if you suffer losses will also get compensation from the insurance company.
2. Insurance can increase the efficiency and activities of the company because of the transfer of greater risk to the company so that the company will devote its attention and mind to the improvement of its business.
3. Insurance tends towards a decent cost assessment estimate. With the estimated cost of a risk that can be calculated in advance, a company will consider the compensation from insurance in when assessing the costs that must be incurred by the company.
4. Insurance is the basis of consideration of a credit. If a person borrows bank credit, then it is usually requested to the debtor to cover the insurance of the collateral object.
5. Insurance can reduce the occurrence of losses by closing the insurance agreement then the risk that may be experienced by a person can be closed by the insurance company.
6. Insurance can be a tool to form capital income or future expectations.
7. Insurance is a means of development. Premiums collected in insurance companies can be used to fund investments in the development of short-, medium- and long-term credit assistance for development businesses and can expand opportunities, employment for local communities (Sastrawidjaja, 2003, p. 59).

The system in life insurance has direct cash benefits provided by insurance companies without having to wait for bills from hospitals. Life insurance benefits are also a saving in earning big money because old age savings standalone without impacting other benefits where everything has been designed and planned (Wikantari, 2014). The element in insurance from that definition is premiums. Premium is an achievement given by the insured to the insurer for his services take over the risk of premium is the main obligation that must be fulfilled by the insured and can be considered as a reward for the services of the insurer as a form of contra achievement carried out by the insured then the insurer is obliged to provide reimbursement of losses if at any time there is a loss that befalls the insured So that in this case both parties have an attachment to the achievement and counter achievement (Wardana, 2009, p. 47) .

In overcoming a risk is by means of flowing through insurance as in article 1, in Law No. 40 of 2014 on insurance mentions that insurance is an agreement between two parties, namely insurance companies and policyholders who become the basis for receiving premiums and insurance companies in return for one provides reimbursement to the insured or policyholders because of damage losses arising from loss of profit or liability h to a third party that may be suffered by the insured or the

policyholder due to an uncertain event. Furthermore, in providing payments based on the death of the insured or payments based on the life of the insured with a benefit of a predetermined magnitude and or slash based on the results of fund management.

Abdulkadir (Muhammad, 1999) says that risk is a threat that will continue to occur if man has wealth and if the human being lives. Basically, the above risks arise from uncertain events are unpredictable and impossible to avoid because of the limitations of the ability of humans themselves to face these risks. Human beings can do risk management, to overcome these risks so that people are not hampered in achieving the welfare of risk management that can be done according to Sastrawidjaja, among others by accepting risks, avoiding risks, preventing risks, and multiplying and dividing existing risks. (Sastrawidjaja, 2003, p. 7)

Efforts that can be done by humans to deal with risks well is to do risk management appropriately i.e., multiply, or at least divide the risks faced. Because man does not want to suffer losses or anything in his life risk management can be done by ensuring human interests that may suffer losses due to disasters Uncertain events occur and profitable then it does not matter may be an expected luck but not entirely will bring benefits to humans may even bring losses to human life may suffer losses called risks. There are various risks that occur in human life people who live have a risk of death of a healthy person has a risk of experiencing illness users of transportation means have the risk of having an accident of people who have property has the risk of experiencing various losses that occur due to landslide fire theft and risks that occur that may occur (Sastrawidjaja, 2003, p. 1)

Some of the risks that arise in owning property are loss, theft, damage, accident and so on. Such risks are the result of being unpleasantly detrimental or harmful to an individual's actions or actions. Emmy Pangaribuan (Pangaribuan-Simanjuntak, 1980, p. 2) quotes David's opinion that efforts can be made by humans to overcome a risk that is first is avoidance, removal, or avoidance, then the second: prevent (prevention), third: divert (transfer), fourth: receive (orientation assumption). These risks are in the form of risks that attack property and health risks related to his soul. In this case many insurance companies offer protection for human life that aims to provide a sense of security and comfort in carrying out activities without having to be burdened by the risks that can come at any time attack, especially insurance companies on life insurance. The amount of compensation or claim depends on the premium dues of each person who buys the insurance product in accordance with the agreement contained in the contract (Nofridawati, 2012, p. 1)

This is in line with Prodjudikoro's opinion that insurance aims to minimize the risk faced by humans so that losses suffered because of uncertain events can be closed through diversion or risk sharing (Prodjudikoro, 1991, p. 6). In diverting risk can be done by means of insurance as coverage with this model is a way of diverting the expected risk of someone who faces the risk of asking others to accept that risk. There are several efforts that can be made by humans to overcome various risks that arise resulting in losses, among others:

1) avoidance (avoidance) and 2) prevent (prevention), 3) receive (assumption) or retention, 4) multiply (transfer). Institutions that can overcome these risks and are considered the best in risk management are insurance companies.

### 2.1.2 Agreement in Life Insurance

Insurance agreement is an agreement that has special characteristics when compared to other agreements (Hartono, 1995, p. 92). Insurance agreements are not included in the agreements that are only regulated in the Civil Code (KUH Perdata) but also regulated in the Trade Law (KUHD). Article 246 of the KuHD is the basis of the insurance agreement and there are other articles that support the existence of the agreement as stipulated in Articles 250, 251, 253, 247, 258, 266. From what is stated in the content of the article, by Emmy Pangaribuan described that insurance or insurance agreements have the following properties: (Pangaribuan-Simanjuntak, 1980, p. 16) namely: A. Insurance agreement or coverage is basically a compensation agreement (schadeverzekering or indemnities contract) .B. Insurance agreement or coverage is a reciprocal agreement. C. Losses suffered are

because of an unsatiated event on which the coverage is held.

As the basic principle of occurrence and validity and implementation of insurance agreements, Herman Darmawi stated that there are 4 (four) things that must be fulfilled, namely: (Darmawi, 2000) a. the existence of a broader principle of good faith and strengthened by certain specific conditions, b. the existence of interests, c. the awarding of compensation based on the principle of balance, d. the existence of estimates / taxation.

The creation of an insurance agreement must also meet the terms of the agreement where the provisions governing this are contained in Article 1320 Civil Code (KUH Perdata) regarding the terms of the validity of the agreement. Insurance agreements have an element of incidence, so insurance agreements are often considered as profit agreements as stated in Article 1774 Civil Code (KUH Perdata). Insurance agreements if examined in practice, then cannot be classified in the agreement of profit even though it is suspended on indelible events. This is based on the reason that in the insurance agreement there is a premium as a form of risk transfer payment that is balanced with the risks covered. In addition, there is also an element of interest as an absolute condition owned by the insured, and if there are problems during insurance agreements the parties can sue before the court. (Dr. Agoes Parera, 2019; Muhammad, 1999)

The process of transferring risk from the insured to the insurer does not just happen without any obligation. The insured who has agreed to enter into an insurance agreement with the insurer which in this case is life insurance, has the obligation to pay some money to the insurer. The payment of the money is used to compensate the losses suffered by the insured while the insurer is obliged to bear the amount of the loss. However, if the events intended in the agreement do not occur then the money remains the property of the bearer. (Dr. Agoes Parera, 2019; Muhammad, 1999; Prakoso, 1987)

The provisions used by the insurer in binding itself with the insured are translated into the policy. This policy will later become a proof of insurance agreement. The provisions based on making policy contents are contained in Article 256 of the Trade Law (KUHD) and Article 8 of the Decree of the Minister of Finance No. 222/KMK.06/2003 concerning the Implementation of Insurance Companies and Reinsurance Companies. In the absence of a policy, the insurance agreement does not become void, but in Article 255 of the Trade Law (KUHD) requires the creation of the insurance agreement in a deed called a policy. (Purwosutjipto, 1978; Simanjuntak & Nasional, 1983)

Subekti (Subekti, 1978, p. 101) holds that the agreement is a legal relationship concerning property between two persons, one is given the right to sue while the other is obliged to meet his demands. Insurance agreement is done if it has existed since there was agreed from the insured party as a policyholder with the insurer or life insurance company. In the consensual agreement stipulated in the Trade Law (KUHD) article 302 to article 308 of the Trade Law (KUHD) where the substance, the policy is subject to the applicable provisions. After the policy is issued, the consumer is subject to the general terms or conditions of the policy. (Imadasari, 2013)

In insurance, the intended agreement is a legal action that occurs in accordance with the formalities of the existing legal regulations all depending on the suitability of the will of two or more persons, which is intended to arise because of the law, for the benefit of one party on the burden of the other party or for the benefit and on the burden of each party on a reciprocal basis. This is also in line with the opinion of Setiawan (Setiawan, 1986) who states that a covenant is a legal act in which one or more persons bind themselves or bind themselves to one or more people. Lukman also mentioned that the form of the covenant can be a series of words containing promises or ability spoken or written. (Anthoni, 2020) The occurrence of a bond in which both parties promise each other and agree on a legal action that gives rise to the rights and obligations of the terms of validity of the agreement must also be fulfilled in the insurance agreement of the terms of validity in an alliance according to article 1320 Civil Code (KUH Perdata). In the Civil Code (KUH Perdata) does not state that the alliance must be declared in writing so that it binds orally if it is eligible. The validity of an agreement is binding on the civil parties that requires one agreement to be made in writing in other words an agreement made in writing is also legally binding for the party who made it (Handriani, 2019).

Therefore, in the insurance agreement must be written, so that it can be categorized as a contract between the insured and the insurer so that before the agreement there must be a request and supply. The basic principle of the birth of a contract is the existence of an offer and acceptance to ensure the process of offer and acceptance is so as not to cause legal problems in the future, it is necessary to note the Party who gave the offer and who received the offer has good faith and trust in making the contract in addition of course the proficiency and authority owned.

Insurance agreement will be issued in the form of a policy when each party either from the insurer or the prospective insured conveys the correct and clear information. The insured candidate is obliged to convey all the facts he knows honestly about him. This is done at the time of entering into an agreement, which in this insurance policy is incorporated into the process of filling out a Life Insurance Request Letter - Surat Permintaan Asuransi Jiwa (hereinafter referred to as SPAJ).

The insurer is obliged to explain the guaranteed risks as well as the excluded risks. Honest information is very important for insurance companies, considering that the information will be determined about the risk of prospective insured and the amount of premiums that must be paid by the insured so that it is eligible to be insured. Honest information will be a very important principle in the implementation of insurance agreements. In insurance such terms are referred to by the principle of good faith or Utmost Good Faith.

The problem is that this principle is not always understood by both parties either from the insurer or the insured. One form of violation of this principle of good faith is to hide and not provide true facts about the health of the insured self. (Fuad et al., 2010, p. 54). According to Santini, the insured should also read the policy carefully, not just read it but need to understand the contents of the policy. For example, what conditions are included in insurance coverage, certain diseases that are not included in the insurance reimbursement, how much sum insured, what if the participant as a policy payer cannot afford to pay insurance premiums and so on. Here the insurer is very important to explain all the contents of the policy to the insured. This is the obligation of the insurer, if the insurer objected to explaining the policy, the insured must be more thorough by checking the policy. The provisions made by the insurance company should not harm the insured to slow down the process of settlement or payment of claims. This provision is stipulated in the Decree of the Minister of Finance No. 222/KMK. 06/2003 on The Implementation of Business Insurance Companies and Reinsurance Companies, in Article 25 which describes actions that can be categorized as slowing the settlement or payment of claims. (Santini, 2018, p. 187)

### 2.1.3 Agreement in Life Insurance

Insurance companies have a strategic role in the community this makes insurance companies increasingly perceived as the need for protection services both for individuals and businesses in Indonesia with increasing demand for protection services. The growth of insurance companies in Indonesia increased until 2013 the number of insurance companies reached 140 and the number of insurance support companies reached 260 companies (AAJI, 2020)

The rapid development of insurance is not balanced with the readiness of human resources business actors or agents in managing the insurance business so that in the community there are various conflicts and insurance disputes that arise the most in the practice of disputes always come from contracts or insurance agreements in case of insurance disputes between the insurer and the insured then the parties to the dispute can resolve the dispute experienced through the courts or litigation but out of court or non-litigation. Settlement of disputes resolved through court channels or litigation is stipulated in article 1266 of the Civil Code (KUH Perdata) and out-of-court settlements can be made through Alternative Dispute Resolution (ADR) (P. N. H. Simanjuntak, 2017).

In the justice system and dispute resolution" as quoted by Ahmadi Miru (Ahmadi et al., 2016), due to various criticisms of dispute resolution through the courts, namely: a. Settlement of disputes through the courts is very slow. b. It costs a lot of money. c. Courts are generally unresponsive. d. The court's decision does not resolve the matter. E. The ability of a generalist judge. The arrangement of



consumer dispute resolution outside the court in the Consumer Protection Act is stipulated in Article 47, which reads: Settlement of consumer disputes outside the court is held to reach an agreement on the form and magnitude of compensation and/or concerning certain actions to ensure that there will not be a re-occurrence or will not reoccur losses suffered by consumers.

Consumer dispute resolution can also be conducted by the Consumer Dispute Resolution Agency (Badan Penyelesaian Sengketa Konsumen - BPSK) with three (3) options, namely: conciliation, mediation, or arbitration. Conciliation is the process of resolving disputes outside the court by intermediary BPSK to bring together the parties to the dispute, and the settlement is submitted to the parties, BPSK is passive. Mediation is the process of resolving consumer disputes outside the court by intermediary BPSK as an advisor and the settlement is handed over to the parties. Arbitration is an out-of-court dispute resolution process in which case the parties to the dispute submit fully the dispute resolution to BPSK. BPSK that receives consumer lawsuits must complete no later than 21 (twenty-one) working days, starting from the application received by the Secretary of BPSK (Article 55 UUPK jo. Article 7 paragraph (1) Kepmenperindag No. 350 MPP / Kep / 12/2001).

The development of insurance dispute resolution through arbitration is much in demand by the disputed. This is because the development of society in the field of dispute resolution has been growing because it is more realistically easy to cheap and fast without having to sacrifice the legal certainty of settlement of insurance contract disputes through non-litigation channels or can be resolved through the Indonesian Insurance Mediation Agency (Badan Mediasi Asuransi Indonesia) or BMAI established by the federation of Indonesian insurance associations or to handle insurance disputes this agency was established in 2006 until now. (Sayyaf, 2019) In the settlement of insurance claims there is often a dispute by the insured in the insurance agreement, namely the form of rejection of the claim by the insurer. If such a dispute occurs in the dispute of the rejection of the insurer's insurance claim and the insured will provide an argument in favor of the interests of each party the dispute of the rejection of the claim is not infrequently resolved by the way the insurance company provides compensation to the policyholder by settlement of the claim on an Ex-gratia basis. Therefore, it is necessary to conduct a review in the settlement of insurance agreement claims on an Ex-gratia basis. Whether it meets the basic requirements of the state law and is fair to the parties. It is also necessary to know in the settlement of this claim to provide benefits and can provide success in the settlement of both various parties and for the parties to settlement of insurance agreement claims on an excretion basis. This is widely pursued by insurance companies but not widely understood by the public therefore this research becomes important to know. (Baehaki, 2019)

In some cases, such as cases that are often found by customers who are disappointed and feel harmed by insurance users who feel not maximal and not in accordance with their expectations basically something like this can happen due to a lack of understanding of the articles and regulations that must be understood before deciding to use insurance. The relationship with it needs to be conducted a general review of the settlement of insurance agreement claims on an ex-gratia basis. This is intended to meet the basic provisions of the state law is fair to the parties and how the settlement of these claims provides benefits and can provide success in the settlement of various parties for various parties to the settlement of insurance agreement claims ex gratia. This is a lot of insurance companies but not widely understood by the public therefore this research becomes important to know.

According to Muhammad Anwar Abdullah (Abdullah & Fathuddin, 1993, p. 58) Ex-gratia is a claim payment that in the view of the insurance company does not become a legal obligation. Ex-gratia claim payment is a claim payment based on discretion also used by insurance companies to avoid greater costs if they have to seek a settlement through the courts. According to Brian (Garner, 2014, p. 613) Ex-gratia is referring to a legal aid that does not need to be done and Ex-gratia payment is an unnecessary payment under the law, especially insurance payments based on insurance policies that are not guaranteed by Ex-gratia.

Ex-gratia described by Lukman (Anthoni, 2020) is a payment of claim settlement by insurance

companies even though the company does not feel obliged to pay it legally. Muhammad Anwar Abdullah (Abdullah & Fathuddin, 1993, p. 613) revealed that Ex-gratia payment is a claim payment based on the view of insurance companies that have no legal obligation. Bryan A Garner (Garner, 2014, p. 613) explains that ex-gratia as an aid is not legally unnecessary assistance and ex-gratia payments are payments that are not legally required, especially insurance. (Imadasari, 2013)

The ease in resolving an insurance claim becomes a flagship in insurance companies. In life insurance, Ex-gratia becomes a company's choice when an unexpected event or risk occurs in the form of good faith with the aim of saving the company's good name. Ex-gratia according to the Indonesian Dictionary of General Language (Kamus Umum Bahasa Indonesia - KBBI) is a claim for something that is the right point of claim is related to the occurrence of an uncertain event when the occurrence of such an accident that is beyond human expectations occurs resulting in a victim so that the victim's heirs are entitled to make a claim to the insurer. (Badudu & Zain, 1994)

In life insurance companies usually have a Standard Operating System (SOP) in the submission of policies. The existence of the SOP shows that internally the company must maintain a good name in running a business in the field of insurance. Thus, the insurance company provides compensation to the heirs of 50% of the total premiums paid by the insured during his life and it shows the good faith of the insurance company to maintain the trust of the customer. (Nofridawati, 2012, p. 1)

The application of ex-gratia principle must meet several requirements, namely the existence of insurance policy, the rejection of claims, the existence of significant business relationships with the insured, and the financial condition of the company in a safe position, as well as the approval of the board of directors or president directors of the insurance company. (Wandita, 2016). Kerta Budi in his opinion mentioned that the granting of ex-gratia Et sans Prejudice there are restrictions that govern: a. The provision is limited to guaranteed victims, according to Law No. 33 of 1964 rejection must be based on the delay in filing compensation claims caused outside the victim's control: b. Maximum compensation of 50%. And the terms in obtaining compensation Ex gratia must meet the following conditions: a. There must be a written rejection, b. There must be a written request letter from the victim/ victim's heirs. (Sitompul & Mudana, 2013)

#### 2.1.4 Rejection of Insurance Claims in Ex Gratia

Sri (Hartono, 1995, p. 15) suggests that the basic function of insurance is an effort to overcome uncertainty against losses so that the understanding of risk can be given as an uncertainty about whether an event occurs. In the provision of ex gratia claims on life insurance, the possibility of claims rejected by insurance companies may occur. The insurer can decide whether to file the claim, either accept the claim or refuse. Usually, the claim will be filed will always be accepted and compensation paid by the insured on the loss insurance. However, some of the underlying reasons insurance companies refuse to pay claims is according to Article 246 Trade Code (kuhd) known as the article that gives the definition of an insurance agreement is an agreement in which the insurer and enjoy something premium binding itself against the insured to release him from losses and losses or profits expected to be received by him from an uncertain event. (Prakoso, 1987, p. 24)

It is common that often in the rejection of a claim there is usually a dispute by the insured in the insurance agreement. Rejection of claims by the insured in this case the insurance company and the insured in this case the policy owner (heir) each give an argument that supports the interests of each party. Disputes against such claims are not infrequently resolved by the way insurance companies compensate policyholders with ex-gratia claims. This is usually done at the discretion issued by insurance companies to resolve claims disputes issued at the authority of the president director or the board of directors. (Wandita, 2016).

In other cases, the insurance claim may be rejected because of a dispute by the insurance company with the insured because the deadline for filing a claim has passed. This can happen because the insured party does not pay attention to the contents of the policy and obeys the initial agreement. (WAHYUNI, 2007). In the juridical analysis of the settlement of motor vehicle insurance

claims based on the excretion clause explained that there is a conclusion of the principle that must exist implemented by the insurance company whose term is the plus of the not obtained something that exceeds its rights then the urgency of settlement of ex-gratia claims that have been set as a clause to the policy while determining the scope of scope ex-gratia can be used. However, not all insurance companies have a claim resolution policy under the Ex-gratia clause and not all claim settlements can be met but some insurers have a claim resolution policy under the Ex-gratia clause. (Nurfadhilah, 2017).

1. Toyota Avanza car with police number B-1974-WOD has a financing agreement with PT. Mandiri Tunas Finance with number 9921502606 on behalf of Suryadi Ramdan since January 3, 2016, and has been paid for 4 months.
2. There had previously been an accident that hit a car with a police number B 1974-WOD (STNK on behalf of Siti Maryam's wife) on July 11, 2016.
3. After the accident Suryadi Ramdan could not afford the installments because the car who used to make a living in the workshop and he was sick.
4. Suryadi Ramdan died on August 3, 2016, due to illness respiratory distress suffered since June 2016.
5. After that with a power of attorney dated August 5, 2016, Inawati Santini, SH., as one of the beneficiaries: for 1) Managing Insurance Certificate Claims Jasindo Number 15.001673. 2) Managing Insurance Claims of PT Ace Life Assurance (Xtra Protection) Number 1400000034.
6. F. It is claimed that: 1) Pt Ace Life Assurance (Xtra Protection) Insurance Claim Number 1400000034, was disbursed in November 2016. 2). Jasindo Insurance Certificate Claim Number 15.001673, Not paid, on the grounds that the file exceeds 60 Days received by Jasindo, which is 72 days since the loss. 3). The MTF does not submit files to Jasindo until it exceeds that date, it is not the responsibility of the heirs / proxies as the insured. (Santini, 2018)

In general based on the chronological above, it was concluded that there was negligence from Mandiri Tunas Finance (MTF) as a partner and collector of files that did not submit the files submitted by the heirs to Jasindo as the insurer, so that based on the provisions of the agreement between MTF and Jasindo which is also contained in Jasindo Insurance Certificate Number 15.001673, the claim is declared nil with a note "no claim" with Letter Numbered SD.0374/205-3/X/2016 issued by Jasindo to Mandiri Tunas Finance on October 12, 2016.

This is very detrimental to the heirs because they have submitted the file to MTF within 29 calendar days, but MTF has neglected to submit the file to Jasindo for up to 72 days if the file is held in MTF due to internal problems, namely the presence of resigned staff and the staff is the recipient of the claim file. The result of the claim was rejected and Jasindo reasoned that the file was submitted over 60 calendar days based on the provisions in the insurance certificate. The heirs then ask the beneficiary to take care of the claim directly to Jasindo. (Santini, 2018:195). Because the heirs assess the default of the claim that for them has been in accordance with the provisions of Insurance Certificate No. 15.001673, i.e. they through the legal power have submitted the file in accordance with the provisions even very far from the deadline of only 29 calendar days from the maximum limit of 60 calendar days.

The result of the meeting occurred between Jasindo and the heirs, namely: 1) Jasindo refused to be said to be a default because the fact that they received the file exceeded the maximum time limit of receiving the file which is within 72 days from the maximum of 60 days. 2) The procedure of filing a file is in accordance with the provisions in general, namely reporting within a maximum of 30 days has been received by Jasindo, but the file is late received. 3) The heirs do not know that the file has not been received by Jasindo until it exceeds the specified time limit. 4) Jasindo will wait for the submission of Ex-gratia Claim from Mandiri Tunas Finance to Jasindo. Then at the urging of the beneficiary, MTF filed a Claim ex Gratia to Jasindo on October 21, 2017 with Letter No. 568/MTF/GAB. BRS/10/2016, but the answer from Jasindo based on Letter Numbered SD.0036/205-1/1/2017 dated January 16, 2017, states that Ex-gratia claims cannot be processed because the basis of rejection is that the completeness of documents received exceeds the maximum time limit for receiving files. (Santini,

2018).

The implementation of Ex-gratia claims in this life insurance agreement can be implemented after a rejection letter from the insurance company, the heirs have the right to question the status of claims that can still be resolved. Therefore, ex-gratia claim settlement is held by the insurance company as the insurer even though the cause of the event (evenement) is not guaranteed in the policy. However, if it refers to the provisions of Article 1366 of the Civil Code (KUHPPerdata) which states that everyone is responsible, not only for losses caused by actions, but also for losses caused by negligence or frivolity. So, Mandiri Tunas Finance is responsible for negligence resulting in the failure of insurance claims. Strengthened by the provisions of Article 1367 of the Civil Code which states: "A person is not only responsible, for losses caused by his own actions, but also for losses caused by the actions of those who are dependent or caused by goods under his supervision. Then the Board of Directors of PT. Mandiri Tunas Finance is responsible for the negligence of people who work under its auspices, including file recipients who are later known to resign by leaving the file without proper processing.

This is in line with Imadasari's opinion on the climactic settlement of Ex-gratia claims by explaining in the civil code No. 1320 which states that for an insurance policy agreement to take effect must meet the provisions including making an agreement to approve it, which binds itself to a certain thing and cause. If a dispute arises in the future between the parties the settlement may be conducted through court or litigation and out of court or non-litigation. Ex-gratia claims do not deviate from the provisions contained in both laws, namely Law No. 40 of 2014 on insurance and law no. 30 of 1999 on dispute resolution. (Imadasari, 2013, p. 77).

However, in dispute resolution the insurance party is only responsible if the submission of a valid claim and must be paid by the insurance company for the amount of losses (Rastuti, 2018). The way of resolving disputes can be done through the courts and outside the court, dispute resolution using non-litigation methods are much preferred by businesses, because it can put more emphasis on fostering business relationships, the right method of settlement is negotiation, mediation, or conciliation. This method is known as Alternative Dispute Resolution / APS, some also refer to it as Alternative Dispute Resolution/ADR, or PSLP. (Santini, 2018), 2015:212). Alternative Dispute Resolution Institutions have two options, namely 1) The Indonesian Insurance Mediation Agency (Badan Mediasi Asuransi Indonesia - BMAI). BMAI was established with the aim to provide professional and transparent services based on satisfaction and protection and enforcement of the rights of the insured or policyholders through the mediation and adjudication process, as well as to try to resolve claims disputes more quickly, fairly, cheaply, and informally. The agency only processes disputes that occur between policyholders and insurance companies. 2) Financial Services Authority (Otoritas Jasa Keuangan - OJK). The purpose of the establishment of OJK is based on Law No.21 of 2011 on Financial Services Authority, namely: 1) Encouraging financial services sector activities to be held regularly, fairly, transparently, and accountable, 2) Realizing a financial system that grows sustainably and stably, 3) Protecting the interests of consumers and society.

In the settlement of insurance claims, Rheza Imadasari in his opinion said that in the settlement of insurance, especially the payment of claims in the settlement is done if the insured has died because in the life insurance agreement of an insured person. Settlement of claims submitted by the heirs and parties appointed in the policy, so that the heirs will still get a refund from the insurance company in accordance with the agreed in the agreement if the insured is still alive within the specified insurance period. In life insurance there are two types of payment for claims namely: a. pure claim payment is the payment of a claim because the claim meets the specified requirements enclosed by the complete supporting documents, b. Ex-gratia payment claim is the payment of claims for a risk that is not guaranteed in the policy but based on the conditions stated in the policy is not able to meet the required technical requirements. Usually, the claim is made to remember the good relationship that has been done by the insured and the insurer even in an imperfect amount of compensation.

In the agreement in the insurance regulates both parties between the insured and the insurer

who is required to have good faith, so that the insurance agreement can be ensured will run smoothly. But in the implementation, there are often obstacles as for the obstacles in life insurance, the implementation of death claims often slow down the process for the settlement of claims or even claims cannot be accepted by the company due to certain factors. (Imadasari, 2013, p. 75).

Settlement of claims in Ex Gratia is a claim that is not guaranteed in the policy even the insurance claim can be rejected by the insurance company and not the responsibility of the insurance company, but the settlement of the claim is an internal policy of the insurer. The claim settlement procedure is also determined by the company to the heirs with the following process: 1) The heir submits a life insurance claim to the insurance company after an event (evenement) according to the prescribed procedure. 2) the insurance company receives a claim submission from the heirs to be checked for completeness of data if the data is not in accordance with the claim settlement procedure or the circumstances are not guaranteed in the policy then the company will send a letter of rejection of the insurance claim submission. 3) Often go to the insurance company to get an explanation of the rejection of the claim received later after the claim resolution officer explains and the heirs understand the circumstances that are not guaranteed in the policy, then the insurance party advises the heirs to apply for ex-gratia claims. Fourth, the heirs make a letter of application for Ex-gratia claim addressed to the management of the insurance company and then forwarded to the President Director of the insurance company. 5) After the application letter is received by the insurance company, the heirs must wait for the decision letter from the management of the company regarding the decision of Ex-gratia approved or not by the insurance company. 6) If the Ex-gratia claim is approved then the compensation to the heirs will be processed and immediately paid to the heirs in accordance with the provisions provided by the company then the settlement of insurance claims between the heirs and the insurer has been completed if gratia's claim is rejected then the insurance company will not provide compensation money to the heirs and the insurer has been completed. Seventh, If ex-gratia claim is rejected then the company cannot provide compensation money to the heirs. (Imadasari, 2013, p. 77)

According to Anthoni the insured can only get compensation for the losses suffered means that the insured should not seek benefits from insurance. Similarly, the insurer should not seek profit on the interest it holds unless it obtains a reward or premium. (Anthoni, 2020). In this case the risks are uncertain soon or occur in the future and if the risk occurs is not known losses that will be caused economically, then one way by diverting the risk is to the other party outside itself (transfer of risk). (Sastrawidjaja, 2003) To reduce and eliminate the burden of such risks, the insured party seeks to find a way out of diverting risk to other parties by paying a counter achievement called a premium to the insurer. (Muhammad, 1999).

## 2.2 Settlement and Payment of Ex-Gratia Claims

Not all things can be insured and not all losses can get reimbursement of each party's obligations that have been agreed must be fulfilled before claiming their rights. This is one of the causes of disputes in insurance disputes occur in general caused by not understanding the insured about the contents of the policy or the insurer does not provide an explanation of the terms and conditions of the policy to the insured it can also be due to the deliberate factor of the insured to cover the condition of the actual insured object (*un disclosure*) or when there is a loss of the insured has not made premium payments and has passed the grace period of payment (*warranty payment clause*). (Sukadana, 2012, p. 54).

I Made Sukadana argues in normative law explained that dispute resolution is done through judicial process in litigation brackets or outside non-litigation courts. The process of resolving treaty disputes or insurance contracts in principle provides freedom in favor of the parties if the parties have agreed to choose the settlement process. Bagir Manan's opinion suggests that law enforcement as a concrete form of law application greatly influences the legal feelings of legal power of legal benefits or legal justice individually and socially. (Sukadana, 2012, p. 54).

Settlement of insurance claims negotiable can be done because of unsecured claims, one of which is settlement through Ex-gratia. According to the law of the covenant Badrul Zaman says that there are 10 principles, namely the principle of freedom of contracting, the principle of commensalism, the principle of belief, the principle of binding power, the principle of legal certainty, the principle of moral certainty, the principle of legal equality, the principle of balance, the principle of propriety, the principle of habit. In addition, there are also experts who include the principle of good faith as the basis in the covenant. (Dr. Agoes Parera, 2019; Pandansari, 2009).

Ex-gratia claim settlement can be done after a rejection letter from the insurance company, the heirs have the right to question the status of the claim that can still be resolved. Therefore, ex-gratia claim settlement is held by the insurance company as the insurer even though the cause of *the event (evenement)* is not guaranteed in the policy.

Anthony (Anthoni, 2020) argues that standard operating procedures can be established by companies by doing good and proper things. Standard operational procedures are not only a guideline for work procedures to be carried out but also serve to evaluate the work that has been done determined. By seeing whether the work has been done well or not, then knowing the obstacles faced. Furthermore, finding the cause of the condition can occur so that the company can make the right decision through standard operational procedures or SOP. (Baehaki, 2019) Baihaqi (2019) in his study on the analysis of standard operating procedures for participants of claim settlement at insurance companies explained that reporting and providing complete and valid claim submission documents must be submitted to the market by participants in accordance with the applicable time and conditions so that further processed procedures then the brokerage company will continue and report to the insurance company for follow-up in accordance with the terms of settlement pending and pending decision to file a claim and pending a decision to file a claim.

According to Junattan (Junnatan, 2017, pp. 7-31) explains voluntary claim payments for claim submissions that do not meet the requirements of claims called integration. Based on this, it is explained that it will be helped to get a solution from the ex-gratia claim decision. In the consideration of the company, in the settlement of Ex-gratia Claims, in this case the above cases in the settlement of Ex-gratia claims have consideration provisions including a. The company has good faith from the customer or the insured during his life who has fulfilled the obligation to the insurer to pay premiums with the amount agreed in the policy; b. the Company in this case, the insurer) has the good faith of the heirs in resolving the claim.; c. Good faith of the insurance company that provides services to customers, although in fact the settlement of Ex-gratia claims is not the responsibility of the company; d. The Company in conducting insurance business must be guided by SOP (company operational standard); E. Avoid legal channels, if the problem can still be resolved internally to maintain the good name of the company.

### 3. Conclusion

Ex-Gratia is one of the ways of claiming in a life insurance agreement where the insured party can do so after a rejection of a claim from the insurer or insurance company. Ex-gratia claim settlement in this life insurance agreement can be implemented after a rejection letter from the insurance company, the heirs have the right to question the status of the claim that can still be resolved. Therefore, ex-gratia claim settlement is held by the insurance company as the insurer even though the cause of *the event (evenement)* is not guaranteed in the policy.

Ex-gratia claim is a payment of claims made by the company that is technically or legally arising from a problem caused by not complying with the policy provisions, so that the company in this case the insurer has no responsibility to pay. Therefore, the Insurance company set a policy to continue to pay claims through Ex-gratia payments even though the amount is not 100 percent. The payment was made after the claims analysis was settled with the decision rejected by the claims department. The claim process is done by resubmitting a claim that has been rejected. The decision to appeal Ex-gratia will be left to management and the results will be forwarded to the shareholders'

policy. Prevention of filing Ex-gratia claims in advance can be done by adjusting the product specifications according to the expectations of the policyholder.

Ex-gratia payments are usually made by insurance companies to avoid greater costs if they must seek a settlement through the courts. Ex-gratia claims payment is not mandatory under the law, especially insurance payments based on insurance policies that are not guaranteed. Claim requirements include Ex-gratia policy confirming the rejection of claims of business significance between the company and the policyholder. With these considerations, the company determines some compensation money that can still be received by the heirs. Ex-gratia's case in the default dispute shows that there is a basis for calculating the provision of compensation to the heirs in the settlement of Ex-gratia determined through the policy of consideration of the insurance company based on: a. Filling out a policy of a lot of data that does not match what is in the policy; b. Payment of payment premiums in accordance with the specified time or not; c. Changes in the contents of the policy in case of changes, the insured party is still alive covered. d. Changes are made in the policy if the circumstances change and have not been included in the policy if it is alive then changes can be made in the policy. If a dispute arises in the future between the parties the settlement may be conducted through court or litigation and out of court or non-litigation. However, in dispute resolution the insurance party is only responsible if the submission of a valid claim and must be paid by the insurance company for losses. The way of resolving disputes can be done through the courts and outside the court, dispute resolution using non-litigation methods are much preferred by businesses, because it can put more emphasis on fostering business relationships, the right method of settlement is negotiation, mediation, or conciliation.

#### 4. Suggestions

1. It is necessary to increase the socialization of insurance agreements, especially the settlement of claims ex gratia to customers or insured parties.
2. There needs to be coordination with legal institutions to make specific laws on ex gratia specially to explain in detail about the settlement / payment of claims in ex gratia

#### References

- Aaji. (2020). *Aaji daily news*. Aaji. <https://aaji.or.id/berita/aaji-daily-news---30-november-2020>
- Abdullah, m. A., & fathuddin. (1993). *Kamus umum asuransi*. Kesaint blanc. <https://opac.perpusnas.go.id/detailopac.aspx?id=417396>
- Abis, s. (1993). *Asuransi dan manajemen resiko*. Pt rajagrafindo persada.
- Ahmadi, s. S., wasmen manalu, & hidayat, d. S. (2016). *Pedoman publikasi ilmiah 2019*. Ristekdikti.
- Ali, d., yusof, y., & adam, a. (2017). Safety culture and issue in the malaysian manufacturing sector. *Matec web of conferences*, 135, 31. <https://doi.org/10.1051/mateconf/201713500031>
- Anthoni, l. (2020). The completion of filing a claim ex gratia sharia life insurance. *Journal of research in business, economics, and education*, 2(3), 510–519. <https://e-journal.stie-kusumanegara.ac.id/index.php/jrbee/article/view/55>
- Badruzaman, d. (2019). Perlindungan hukum tertanggung dalam pembayaran klaim asuransi jiwa. *Amwaluna: jurnal ekonomi dan keuangan syariah*, 3(1), 96–118. <https://doi.org/10.29313/amwaluna.v3i1.4217>
- Badudu, y., & zain, s. M. (1994). *Kamus umum bahasa indonesia*. Pustaka sinar harapan. <https://books.google.co.id/books?id=lazkaaaamaaj>
- Baehaki, t. K. R. (2019). *Analisis standard operating procedure penyelesaian klaim peserta pada perusahaan pialang asuransi syariah pt estika jasatama jakarta*. <http://repository.uinbanten.ac.id/3701/>
- Darmawi, h. (2000). *10 manajemen asuransi*. Bumi aksara. <https://opac.perpusnas.go.id/detailopac.aspx?id=158571>
- Dr. Agoes parera, s. E. S. H. M. M. M. H. A. C. F. P. (2019). *Hukum asuransi di indonesia*. Pt kanisius. <https://books.google.co.id/books?id=rogqeaqaabaj>
- Dr. Jonaedi efendi, s. H. I. M. H., & prof. Dr. Johnny ibrahim, s. H. S. E. M. M. M. H. (2018). *Metode penelitian hukum: normatif dan empiris*. Prenada media. <https://books.google.co.id/books?id=50zedwaaqbaj>

- Fuad, n., iskandar, k., sendra, k., & wirasadi, f. (2010). *Dasar-dasar asuransi jiwa dan asuransi kesehatan*. Bidang penelitian dan pengembangan asosiasi ahli manajemen asuransi indonesia. <https://id.scribd.com/doc/30880145/dasar-dasar-asuransi-jiwa-dan-asuransi-kesehatan>
- Garner, b. A. (2014). *Black's law dictionary*. Thomson reuters. <https://books.google.co.id/books?id=j6dqqtqeaacaj>
- Handriani, a. (2019). Keabsahan perjanjian jual beli secara tidak tertulis berdasarkan hukum perdata. *Rechtsregel : jurnal ilmu hukum*, 1(2). <https://doi.org/10.32493/rjih.vii2.2218>
- Hartono, r. (1995). *Hukum asuransi dan perusahaan asuransi*. Sinar grafika. <https://books.google.co.id/books?id=zvcfaaaacaj>
- Imadasari, r. (2013). *Penyelesaian klaim asuransi jiwa menurut klaim ex gratia, dalam unnes law journal*. 2(2). <http://journal.unnes.ac.id/sju/index.php/ulj>
- Junnatan, k. (2017). *Analisa yuridis klaim asuransi jiwa kredit secara ex gratia dalam perjanjian kredit ditinjau dari hukum asuransi indonesia*. <http://repository.uib.ac.id/690/>
- Kasmir. (2001). *Bank & lembaga keuangan lainnya*. Divisi buku perguruan tinggi, rajagrafindo persada. [https://books.google.co.id/books?id=o\\_cvaqaamaaj](https://books.google.co.id/books?id=o_cvaqaamaaj)
- Kumaraswamy, m. M. (1997). Conflicts, claims and disputes in construction. *Engineering construction and architectural management*, 4(2), 95-111.
- Lewis, j., & lewis, b. (2017). The cultural politics of mining and natural disaster in indonesia: by fire and sword. *Disasters*, 41(1), 23-40.
- Muhammad, a. (1999). *Hukum asuransi indonesia*. Citra aditya bakti. <https://books.google.co.id/books?id=fujzaaaacaj>
- Nofridawati, n. (2012). Premi asuransi jiwa pada akhir tahun kematian dan pada saat kematian terjadi. *Jurnal matematika unand*, 1(2), 79. <https://doi.org/10.25077/jmu.1.2.79-84.2012>
- Nurfadhilah, b. (2017). *Analisis yuridis terhadap penyelesaian klaim asuransi kendaraan bermotor berdasarkan klausul ex-gratia di pt. Asuransi jasindo syariah*. <http://repository.unpar.ac.id/handle/123456789/6113>
- P. N. H. Simanjuntak, s. H. (2017). *Hukum perdata indonesia*. Kencana. [https://books.google.co.id/books?id=c\\_pddwaaqbaj](https://books.google.co.id/books?id=c_pddwaaqbaj)
- Pandansari, n. Y. (2009). *Pelaksanaan hak dan kewajiban para pihak dalam perjanjian asuransi kecelakaan diri di pt. Asuransi jasa indonesia (persero) kantor cabang semarang (the implementation of the right and the obligation of the parties in personal accident insurance agreement)*.
- Pangaribuan-simanjuntak, e. (1980). *Hukum pertanggung dan perkembangannya*. Seksi hukum dagang, fakultas hukum universitas gadjah mad. <https://opac.perpusnas.go.id/detailopac.aspx?id=207950>
- Prakoso, d. (1987). *Hukum asuransi indonesia*. Bina aksara. <https://books.google.co.id/books?id=emkzgwaaacaj>
- Prime, c., & knox, d. M. (1994). *Problems and prospects for the life insurance and pensions sector in indonesia*. Asian business centre, institute of applied economic & social research ....
- Prodjodikoro, w. (1991). *Hukum asuransi di indonesia*. Intermedia. <https://opac.perpusnas.go.id/detailopac.aspx?id=333956>
- Purwosutjipto, h. M. N. (1978). Pengertian pokok hukum dagang indonesia: hukum pertanggung. In *pengertian pokok hukum dagang indonesia*. Djembatan. <https://books.google.co.id/books?id=dutraaaiaaj>
- Rastuti, t. (2018). *Aspek hukum perjanjian asuransi*. Media pressindo. <https://books.google.co.id/books?id=9tubdwaaqbaj>
- Santini, i. (2018). Wanprestasi pembayaran klaim asuransi jiwa akibat kelalaian penyerahan berkas oleh mitra penanggung sebagai kolektor pengajuan klaim (studi kasus sertifikat asuransi polis nomor 15.001673). *Unes law review*, 1(2), 184-198.
- Sastrawidjaja, m. S. (2003). *Hukum asuransi: perlindungan tertanggung, asuransi deposito, usaha perasuransian*. Alumni.
- Sayyaf, m. (2019). *Klaim asuransi bagi penumpang tidak terdaftar dalam manifes pesawat lion air jt-610 pk-lqp ditinjau dari undang undang nomor 33 tahun 1964 tentang dana pertanggung wajib kecelakaan penumpang*.
- Setiawan, r. (1986). *Pokok-pokok hukum perikatan*. Binacipta. <https://books.google.co.id/books?id=an-thaaacaj>
- Simanjuntak, e. P., & nasional, i. B. P. H. (1983). *Hukum pertanggung dan perkembangannya*. Seksi hukum dagang, fakultas hukum, universitas gadjah mada. <https://books.google.co.id/books?id=j9fiogaacaj>
- Sitompul, r. F., & mudana, i. N. (2013). Upaya hukum yang dapat dilakukan korban kecelakaan kendaraan bermotor terhadap penolakan pemberian dana santunan oleh pt. Jasa raharja (persero) di denpasar. *Kertha semaya: journal ilmu hukum*, 1(7). <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/6357>
- Soekanto, s. (2006). *Pengantar penelitian hukum*. Penerbit universitas indonesia (ui-press). <https://books.google.co.id/books?id=m3b3naaacaj>
- Subekti. (1978). *Pokok-pokok hukum perdata*. P.t. Intermedia. <https://books.google.co.id/books?id=bozihaaacaj>



- Sukadana, i. M. (2012). *Mediasi peradilan: mediasi dalam sistem peradilan perdata indonesia dalam rangka mewujudkan proses peradilan yang sederhana, cepat, dan biaya ringan*. Prestasi pustaka publisher. <https://books.google.co.id/books?id=slfmmweacaj>
- Sumarauw, m. F. (2013). Evaluasi sistem dan prosedur akuntansi atas pembayaran klaim asuransi kesehatan pada pt. Askes (persero). *Jurnal emba: jurnal riset ekonomi, manajemen, bisnis dan akuntansi*, 1(3).
- Syahmin, a. K. (2006). *Hukum kontrak internasional*. Rajagrafindo persada.
- Wahyuni, i. (2007). *Pembayaran klaim asuransi secara ex gratia sebagai salah satu alternatif penyelesaian sengketa (studi kasus pada pt asuransi wahana tata)/oleh immanuela wahyuni*.
- Wandita, g. (2016). *Penerapan pembayaran klaim secara ex-gratia pada klaim asuransi yang ditolak dihubungkan dengan hukum asuransi*.
- Wardana, k. W. (2009). *Hukum asuransi proteksi kecelakaan transportasi*. Mandar maju.
- Widagdo, b., & lestari, n. P. (2018). *Manajemen risiko dan asuransi: manajemen*. In *pertama*. Ummpress. <https://books.google.co.id/books?id=bwd-dwaaqbaj>
- Wikantari, m. A. (2014). *Asuransi jiwa: teori dan tantangan perusahaan asuransi jiwa di indonesia*. [https://www.researchgate.net/publication/326224618\\_asuransi\\_jiwa\\_-\\_kajian\\_teor](https://www.researchgate.net/publication/326224618_asuransi_jiwa_-_kajian_teor)