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Legal Interpretation of Insurance Policies in Dispute Resolution: A Study of Decision No. 247/Pdt.G/2022/PN Bks

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Abstract

An insurance policy is a legal contract between the Insurer and the Insured, serving as written proof of their agreement. The Insurer agrees to compensate the Insured for actual losses from damage, loss, or destruction of property—or the loss of interest—caused by an uncertain event. In the perkara a quo, the Plaintiff claimed they still had the right to file against Defendant II for a toll road accident involving Co-Defendant II's vehicle, despite having already submitted a claim to Co-Defendant II's insurer. This research uses a qualitative method, analyzing a final and binding court decision (inkracht van gewijsde), with a descriptive-analytical approach. It explores two key questions: (1) How do legal principles of insurance contracts influence dispute resolution? and (2) What is the role of the policy as legal evidence, and how do courts interpret it? A policyholder's right to claim arises after full premium payment and a covered loss. In this case, the Panel of Judges rejected the Plaintiff's claim entirely. In the amar putusan, they also rejected the Defendants' objections, concluding the Plaintiff failed to prove their claim.

A. Introduction

Insurance is a term derived from Dutch words *verzekering* or *assurantie* in Dutch and from *at-ta'min* in Arabic. Insurance refers to a contractual agreement between an insurer and a policyholder. According to Law No. 40 of 2014 on Insurance, it entitles the insurer to collect premiums in exchange for: (1) compensation for losses, damages, costs, lost profits, or legal liabilities resulting from uncertain events; or (2) payments based on the life or death of the insured, as stipulated in the policy.[1]

The definition of insurance is not fixed but varies depending on context, interest, and perspective.[2] A. Junaidi Ganie defines insurance as a form of risk transfer, where the decision to address uncertainties depends on whether risks can be prevented, avoided, absorbed, or transferred.[3] Similarly, Robert I. Mehr views insurance as a risk mitigation mechanism that pools risk-bearing units, allowing individual losses to be statistically predicted and equitably distributed across the group.[4]

Underlying the practice of insurance are fundamental principles that govern the relationship between insurer and policyholder, the identification and management of risks, and the fair determination of premiums. Adherence to these principles ensures transparency, accountability, and compliance with legal and ethical standards in the insurance process.[5]

From an economic perspective, insurance is a financial mechanism designed to mitigate or eliminate the adverse effects of uncertain future events. In this context, each event is inherently unpredictable.[6] Insurance operates by proportionally redistributing the potential losses from similar risks across a group, even before such events occur.[7]

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[1] Mokhammad Khoirul Huda, *Hukum Asuransi Jiwa* (Surabaya: Scopindo Media Pustaka, 2020).

[2] Giovani, "Legal Analysis of the Implementation of the Insurance Policy Guarantee Program Based on Law of the Republic of Indonesia Number 4 of 2023 Concerning the Development and Strengthening of the Financial Sector," *Ratio Legis Journal* 3, no. 4 (2024): 1201–10.

[3] Aldi Rinaldi, Muhammad Fauzan Januri, and Jaenudin, "Studi Komparatif Terhadap Prinsip-Prinsip Asuransi Syariah Menurut Hukum Islam Dan Undang-Undang No. 40 Tahun 2014 Tentang Perasuransian," *Mahkamah: Jurnal Kajian Hukum Islam* 7, no. 2 (2022): 210–22.

[4] A. Junaidi Ganie, *Hukum Asuransi* (Jakarta: Sinar Grafika, 2011). p. 5

[5] Muhammad Syakir Sula, *Asuransi Syariah (Life and General)* (Jakarta: Gema Insani, 2004). p. 26

[6] Herbin Saragi, Rangga Aufar, and Dina Napitupulu, "Analisis Hukum Terhadap Janji Asuransi Yang Tidak Realistis: Perlindungan Hukum Bagi Nasabah," *Jurnal Syntax Admiration* 6, no. 1 (2025): 1–6.

[7] Muhammad Mushlehuddin, *Menggugat Asuransi Modern* (Jakarta: PT Lentera Basritama, 1999). p. 3

As a critical component of modern life, insurance offers financial protection against unforeseen risks.[8] The insurer–policyholder relationship is formalized through a written contract known as an insurance policy[9], which defines the rights and obligations of both parties. However, despite its formal nature, ambiguities in the interpretation of policy clauses often lead to disputes.

Such disputes typically arise from divergent understandings of the policy's terms, particularly regarding claims or obligations. As a legally binding agreement, the insurance policy is subject to contractual interpretation, and disagreements frequently result in litigation or other forms of legal resolution.

The complexity of clauses within insurance contracts often necessitates careful legal interpretation. Ambiguities in such interpretations can give rise to disputes between policyholders and insurers, potentially undermining objectivity in the assessment of claims. The notion of fairness in claim settlements is inherently subjective, shaped by the differing perspectives of both parties. Divergent views on what constitutes a fair outcome can hinder the achievement of equitable resolutions.[10]

Insurers are obligated to provide clear and transparent information regarding insurance products, including coverage, premiums, and claims procedures. It is therefore crucial that policyholders fully comprehend this information to make informed decisions and minimize the risk of misunderstanding. Moreover, insurers must process claims efficiently and in strict adherence to the agreed terms.

In broader legal context, contract law functions to protect the legitimate expectations arising from agreements that facilitate future changes through asset transfers, service provisions, or monetary exchanges. Contracts inherently reflect the distinct interests of the parties involved. In the case of insurance, the insurer aims to manage risk and maintain profitability, while the policyholder seeks protection aligned with their personal or commercial needs.[11]

In a dispute, the insurance policy serves as the primary legal reference for both parties' claims. However, divergent interpretations of its provisions often

[8] Athariq Zildjian, "PERLINDUNGAN HUKUM TERTANGGUNG ASURANSI KENDARAAN BERMOTOR YANG TERIKAT PERJANJIAN PEMBIAYAAN KONSUMEN," *Jurnal Pengabdian Kepada Masyarakat2* 2, no. 1 (2025): 86–100.

[9] Kanon Mommsen Wongkar, "Legal and Ethical Aspect of Double Insurance in Indonesia: A Literature Review," *Ultima Management: Jurnal Ilmu Manajemen* 15, no. 1 (2023): 15–24.

[10] Salim HS, *Hukum Kontrak (Teori & Teknik Penyusunan Kontrak)* (Jakarta: Sinar Grafika, 2014). p. 67

[11] Emilia Luyten A and Sandy Tubeuf, "Equity in Healthcare Financing: A Review of Evidence," *Health Policy* 152 (2025): 1–7, https://doi.org/https://doi.org/10.1016/j.healthpol.2024.105218.

result in protracted disagreements.[12] This underscores the critical importance of legal interpretation in insurance contracts, particularly in shaping the process and outcome of dispute resolution.[13]

The primary legal issue in this context concerns divergent interpretations of insurance policies as legally binding contracts. The use of complex clauses and technical terminology often leads to differing understandings between insurers and policyholders, particularly regarding claims and obligations. These ambiguities can compromise the fairness of claim settlements, which are inherently subjective and shaped by each party's perspective. Consequently, transparency and accountability are essential principles in insurance practice.

Although contract law provides the normative foundation for insurance agreements, a gap often exists between legal theory and its practical application in dispute resolution.[14] This underscores the urgency and legal relevance of examining how the interpretation of insurance policies affects the resolution of disputes and how contract law can safeguard the legitimate expectations of both parties.

This study aims to analyze the legal challenges associated with interpreting insurance contracts and their implications for dispute resolution. Through the examination of relevant case studies and applicable legal frameworks, the research seeks to identify factors influencing the interpretation of insurance terms and to assess their impact on legal certainty and fairness in the insurance industry. Accordingly, this study addresses two central questions: (1) How do legal principles governing insurance contracts shape the resolution of disputes between insurers and policyholders? and (2) What role do insurance policies play as legal evidence, and how are they interpreted by courts during adjudication?

B. Discussion

1. Legal Principles of Insurance Contract and Their Implications in Dispute Resolution

The concept of insurance can be analyzed through multiple disciplinary perspectives, including sociology, economics, and jurisprudence.[15] From a

[12] Kenneth S. Abraham, "Plain Meaning, Extrinsic Evidence, and Ambiguity: Myth and Reality in Insurance Policy Interpretation," *Conn. Ins. LJ* 25 (2019): 1–44.

[13] Michelle E. Boardman, "The Unpredictability of Insurance Interpretation," *Law and Contemporary Problems* 82, no. 4 (2019): 27–45, https://doi.org/https://www.jstor.org/stable/48568700.

[14] Oliver Brand, "Contract Terms: Judicial Approaches to the Interpretation of Insurance Contracts," *Research Handbook on International Insurance Law and Regulation*, 2023, 103–32, https://doi.org/https://doi.org/10.4337/9781802205893.00016.

[15] Simona Cosma and Giuseppe Rimo, "Redefining Insurance through Technology: Achievements and Perspectives in Insurtech," *Research in International Business and Finance* 40 (2024): 10231.

legal standpoint, insurance is classified as a nominate contract under civil law, akin to contracts of sale or lease.[16] Juridically, insurance refers to an agreement between an insurer and an insured, in which the insurer, upon receiving a premium, undertakes to provide compensation under specific conditions. Legally, insurance involves the insurer's promise to pay a specified sum if the insured:[17]

a. incurs loss, damage, or disappearance of an insured object or interest due to an uncertain, unintended event; or
b. is subject to a life or death contingency.

In essence, insurance is a risk management tool in which the insurer agrees to indemnify the insured for potential losses or unrealized profits arising from unforeseen events.[18] Economically, insurance operates as a risk-pooling mechanism, transferring financial uncertainties among multiple participants. In the business context, insurance companies generate profit by distributing risk across a broad base of policyholders. Socially, insurance functions as a collective risk-sharing institution, where contributions from many protect the few who suffer loss.[19]

The insurer's obligation to provide compensation does not arise automatically upon contract formation. Several preconditions must be satisfied: the occurrence of a covered uncertain event, a demonstrable causal link between the event and the loss, and verification that the loss was not intentionally caused by the insured.[20] Central to this is the principle of indemnity, which stipulates that compensation must reflect the actual value of the loss and not exceed the value of the insured property.[21]

Other legal factors influencing the insurer's liability include nondisclosure of material facts that increase risk, the insurer's right of subrogation, the existence or absence of co-insurance, and provisions related to premium refunds (*restorno*).[22]

The regulation of insurance contracts in Indonesia still relies on the Wetboek van *Koophandel* (Commercial Code/*KUHD*), which is increasingly

[16] Andri Soemitra, *Asuransi Syariah* (Medan: Wal Ashri Publishing, n.d.).
[17] Nurwidiatmo, *Perasuransian (Asuransi Syari'ah) UU No. 2 Tahun 1992* (Jakarta: Tim Analisis dan Evaluasi Hukum, 2008).
[18] Besma Beldjedoui, "Consumer Protection in Insurance Contracts," □□□□□□□□ □□□□ 17 □□□□□□□, no. 1 (2025): 261–76.
[19] Soemitra, *Asuransi Syariah*.
[20] Yulkarnaini Siregar and Zetria Erma, "KEABSAHAN PERJANJIAN ASURANSI KENDARAAN BERMOTOR DITINJAU DARI PERSPEKTIF HUKUM PERDATA," *Fiat Iustitia: Jurnal Hukum*, 2024, 28–41.
[21] Suhaila Zulkifli et al., "Analisis Yuridis Terhadap Penerapan Prinsip Indemnity Dan Insurable Interest Pada Asuransi Kebakaran Di PT. Asuransi Tokio Marine," *Legal Standing: Jurnal Ilmu Hukum* 6, no. 1 (2022): 98–104, https://doi.org/10.24269/ls.v6i1.5040.
[22] Soraya Hafidzah Rambe and Paramitha Sekarayu, "Perlindungan Hukum Nasabah Atas Gagal Klaim Asuransi Akibat Ketidaktransparanan Informasi Polis Asuransi," *Jurnal Usm Law Review* 5, no. 1 (2022): 93–109.

considered outdated, particularly given the industry's growth and the rise of Sharia (Islamic) insurance, which operates under distinct legal principles. Although the *Kitab Undang-Undang Hukum Perdata* (Civil Code/*KUHPer*) serves as a supplementary legal source and affirms the principle of freedom of contract (Article 1338), the *KUHD* lacks provisions that adequately reflect the unique features of insurance agreements.

Legally, an agreement entails: (1) the formation of a binding legal relationship; (2) the parties' legal capacity; (3) a defined performance (*prestatie*) involving an act, forbearance, or delivery; (4) the creditor's right to demand performance; and (5) the debtor's obligation to fulfill it.[23]

Article 1 of the *KUHD* affirms that Civil Code provisions apply subsidiarily, following the lex specialis derogat legi generali principle. Under Article 246 of the *KUHD*, the key elements of an insurance contract are: (1) the insurer—typically an insurance company; and (2) the insured—an individual, group, institution, or legal entity exposed to risk.

As with any contract, an insurance agreement must satisfy the requirements in Article 1320 of the Civil Code: (1) mutual consent regarding the insured object or subject; (2) legal capacity to contract; (3) a specific subject matter, such as property, life, or health; and (4) a lawful cause that does not violate legal norms, public order, or morality.

Legal principles are foundational, general, and abstract norms that underpin the development of concrete rules within a legal system. These principles are reflected in legislation and court decisions as part of positive law and can be identified by discerning common elements across such regulations.[24] Article 1338(1) of the Indonesian Civil Code (*KUHPer*data) affirms that all legally formed agreements bind the parties with the force of law. From this provision arise three core contract law principles: freedom of contract, consensualism, and *pacta sunt servanda*. Additionally, the principles of good faith and personality are also relevant to contract interpretation and enforcement.[25]

A contract is based on mutual understanding between parties achieved through negotiation or interaction.[26] Freedom of contract allows parties to determine the form, content, execution, and termination of their agreement.

[23] M. Yazid Fathoni, Adi Sulistiyono, and Lego Karjoko, "Reformulation of Sale And Purchase Agreement Regulations in Creating Legal Certainty and Justice in The Transfer of Land Rights in Indonesia," *Jurnal IUS Kajian Hukum Dan Keadilan* 12, no. 1 (2024): 55–67.

[24] Ilham Eka Hartawan, Pristika Handayani, and Rizki Tri Anugrah Bhakti, "Legal Foundations and Implications of Civil Deeds of Settlement in the Indonesian Legal System," *Lex Publica* 11, no. 1 (2024): 1–19.

[25] Sigit Irianto, *Logika Dan Logika Hukum* (Semarang: Badan Penerbit Fakultas Hukum Universitas 17 Agustus 1945 (UNTAG) Semarang, 2012). p. 165

[26] Hesti Widyaningrum, *Menyusun Kontrak Bisnis Internasional, Panduan Menyusun Draft Kontrak Internasional* (Jakarta: PPM, 2004). p. 1

As a feature of an open contract law system, this freedom permits multiple interpretations of contractual terms.[27]

A key requirement of a valid contract is mutual consent, which need not be expressed explicitly or in writing. Agreement may be indicated through conduct, gestures, or even silence—where contextually appropriate, silence can be interpreted as consent. Written contracts, while formal, do not always eliminate ambiguity; unclear language may lead to divergent interpretations that fail to reflect the parties' true intentions. For instance, the phrase "the goods will be delivered after they are completed" lacks specificity and invites differing understandings of what constitutes completion.

Therefore, achieving mutual understanding in contracts requires consistent and context-sensitive interpretation. In this regard, hermeneutics becomes an essential method for interpreting contractual language and discerning the intent of the parties.

Hermeneutics, as a method of legal interpretation, encompasses two key concepts: interpretation and construction. Interpretation is applied when a legal provision exists but its application to a specific case is unclear. This process, often referred to as juridical hermeneutics or the juridical method, requires adherence to the text's literal meaning while seeking to clarify its application.[28]

In contract law, interpretation becomes necessary when clauses are ambiguous or open to multiple meanings.[29] It may be undertaken by the contracting parties, by statutory guidance, or by the courts.[30] The goal is to interpret contractual provisions in a manner that best reflects the parties' original intent at the time the agreement was formed.

The principle of freedom of contract underpins interpretive efforts in contract law. This principle grants parties the autonomy to enter into agreements, determine their content, and regulate their implementation. However, this freedom is not absolute; it is limited by statutory provisions, public order, morality, and the terms of the agreement itself.

2. The Role of Insurance Policies as Evidence and the Dynamics of Interpretation in Court Decisions

Before the formal issuance of an insurance policy, it is common practice for insurers to issue a cover note, which marks the beginning of the contractual

[27] Selvi Harvia Santri, "PENERAPAN AZAS KEADILAN PADA PERJANJIAN ASURANSI DALAM UPAYA MEMBERIKAN PERLINDUNGAN HUKUM TERHADAP PEMEGANG POLIS," *UIR Law Review* 8, no. 1 (2024): 23–30.
[28] Ibid.
[29] Widyaningrum, *Menyusun Kontrak Bisnis Internasional, Panduan Menyusun Draft Kontrak Internasional*. p. 142
[30] Irianto, *Logika Dan Logika Hukum*. p. 170

relationship between the insurer and the insured.[31] Under Article 257 of the Indonesian Commercial Code (*KUHD*), an insurance agreement is considered consensual and legally binding upon the issuance of the cover note, regardless of whether the final policy has been delivered. Nevertheless, the insurance policy holds significant legal importance, as it codifies the rights, obligations, and specific terms governing the relationship between the parties.[32]

Article 11 paragraph (1) letter b of Law Number 2 of 1992 concerning the Insurance Business stipulates that the guidance and supervision of the insurance industry carried out by the Minister shall include:

a. The terms and conditions of insurance policies;
b. Premium actions;
c. Claim settlement;
d. Requirements in the field of insurance;
e. Other provisions related to the conduct of insurance business.

Supervision of insurance policy terms is crucial, as these terms define the nature of the insurance contract, including whether it qualifies as life insurance. Although Law No. 2 of 1992 does not detail the specific content required in insurance policies, Article 304 of the *KUHD* provides such guidance for life insurance contracts. It requires that the policy include:

a. The date the life insurance is established;
b. The name of the insured or guaranteed party;
c. The name of the person whose death determines the payment of the insured sum;
d. The commencement and termination of the insurer's risk period;
e. The sum insured or the amount of the insurance money;
f. The premium amount to be paid by the insured party.

Accordingly, a life insurance policy should incorporate these essential elements, further detailed through specific clauses or provisions within the document. These clauses function to define and, in some cases, limit the scope and execution of the policy. Given the critical legal and financial role of an insurance policy, it is imperative that all parties involved fully understand its contents. A comprehensive understanding helps prevent future disputes or losses arising from misinterpretation or lack of awareness regarding the policy's terms and conditions.

The insurance policy serves specific functions as follows:

a. For the Insured:

[31] Irius Yikwa, "ASPEK HUKUM PELAKSANAAN PERJANJIAN ASURANSI," *2Lex Privatum* 3, no. 1 (2015): 134–41.

[32] Arikha Saputra, Dyah Listiyorini, and Muzayanah, "Tanggungjawab Asuransi Dalam Mekanisme Klaim Pada Perjanjian Asuransi Berdasarkan Prinsip Utmost Good Faith," *Jurnal Pendidikan Kewarganegaraan Undiksha* 9, no. 1 (2021): 211–22, https://doi.org/https://doi.org/10.23887/jpku.v9i1.32722.

1) The policy is a written document that serves as proof of coverage for various risks and compensation for potential losses incurred by the insured, with the specific types of covered losses detailed within the policy.
2) It also functions as evidence that the insured has paid the insurance premium to the insurance company as the insurer.
3) Furthermore, the policy serves as the most authentic and legally valid proof for the insured to file a claim or take legal action against the insurer if, at any point, the insurer neglects or fails to fulfill the coverage obligations as agreed upon in the policy.

b. For the Insurance Company (the Insurer):
1) The policy serves as evidence or an official receipt of the premium payment made by the insured.
2) It is a written confirmation of the guarantee provided by the company to compensate the insured for any losses incurred, in accordance with the terms and conditions outlined in the policy.

Articles 255 to 257 of the Indonesian Commercial Code (*KUHD*) establish that an insurance policy serves as written proof of an agreement between the insurer and the insured. According to Prof. Abdulkadir Muhammad, S.H., the policy must be clear and unambiguous to ensure both parties can exercise their rights and fulfill their obligations. It also outlines specific terms and conditions that form the legal basis for implementing the insurance contract.[33]

In civil procedure, written evidence is highly valued and ranks above other forms of proof. In insurance law, the policy is classified as a private deed (*onderhandse akte*), not an authentic deed as defined in Article 1868 of the Civil Code, since it is not executed before a public official.[34]

In Indonesian insurance practice, policies are typically drafted using one of two approaches: the traditional or the all-risk method. The traditional approach lists specific perils covered, allowing the parties to define the scope of insured risks—including, at times, risks legally prohibited from coverage, such as those resulting from the insured's own fault or inherent defects.

This research examines a dispute decided by the Bekasi District Court in Decision No. 247/Pdt.G/2022/PN Bks. The case arose from a claim by Binsar Situmorang, holder of a motor vehicle insurance policy (Otomate Solitaire No. 109020221050000039), valid from April 27, 2021, to April 27, 2022. The insured object was a 2010 black metallic Honda CRV RE1 2.0 A/T. The policy was issued by PT Asuransi Central Asia, Bekasi branch, the defendant in the case.

To facilitate understanding of the case, the parties involved are as follows:

[33] Abdulkadir Muhammad, *Hukum Perikatan* (Bandung: PT. Citra Aditya Bakti, 1990).
[34] M. Yahya Harahap, *Hukum Acara Perdata Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan* (Jakarta: Sinar Grafika, 2017).

a. The Defendants are the Insurance Company (Insurer) PT. Asuransi Central Asia:
   1) Defendant I – Head Office
   2) Defendant II – Bekasi Branch Office
b. The Plaintiff is the Insured / policyholder of ACA, Binsar Situmorang, the owner of the CRV vehicle involved in the traffic accident with the bus owned by Co-Defendant II.
c. Co-Defendant I is the Indonesian General Insurance Association (AAUI), under which general insurance companies are grouped.
d. Co-Defendant II is the Mulia Industry Employee Cooperative, the owner of the bus involved in the traffic accident with the Plaintiff's CRV. The bus is insured by BCA Insurance, with extended coverage under the TPL policy.

The incident underlying the insurance claim occurred on October 28, 2021, around 9:00 PM WIB, on the Jakarta–Cikampek Toll Road at KM 19+400 in Karawang. The Plaintiff's vehicle was traveling at approximately 100 km/h from Jakarta toward Cikarang when a bus (license plate B 7414 XE) suddenly switched from lane 3 to lane 4 without signaling. The abrupt maneuver grazed the left front side of the Plaintiff's vehicle, causing the driver to swerve and crash into the toll road's concrete barrier.

The collision caused significant damage, including scratches on the front left body, a jammed left door, and a malfunctioning right side mirror. Further damage affected the left fender, front bumper, left front bumper spoiler, right fender, right spoiler, right rear door, and the right side mirror, which sustained both physical and mechanical damage.

The Plaintiff reported the incident to Defendant I (PT. Asuransi Central Asia) via Defendant II (its Bekasi Branch) on November 8, 2021. During the claim process, the Defendants discovered that Co-Defendant II—the owner of the Nissan Diesel bus involved—had also filed a claim with BCA Insurance under a policy that included Third Party Liability (TPL) coverage. This TPL claim acknowledged the Plaintiff's vehicle as the third party and covered the resulting damage under the bus owner's extended motor vehicle insurance policy.

On November 8, 2021, as part of the claim documentation, the Plaintiff signed a Statement Letter addressed to BCA Insurance, which included a declaration:

"… I hereby pledge that if it is later discovered or proven that this vehicle is insured, I am willing to bear any risk or loss arising from any false statement I have made."

Defendant II also found inconsistencies between the Plaintiff's account of the incident and the version submitted to BCA Insurance. According to the latter, "While attempting to move from lane 1 to lane 2, the driver did not clearly see the Honda CR-V B 1492 KLT, which resulted in a collision," with

damage reported on the left side of the vehicle (Section 7.1.1 Third Party Data).

Due to these conflicting statements, Defendant II did not issue a Work Order Letter (*SPK*) to initiate repairs. On April 25, 2022—more than five months after the claim was filed—the Plaintiff issued three Letters of Demand to the Defendants, urging them to fulfill their obligations to repair the vehicle.

In response, on April 29, 2022, Defendant II stated that the claim could not be processed because the damage had already been covered by BCA Insurance under Co-Defendant II's Third Party Liability (TPL) coverage.

Subsequently, the Plaintiff filed a civil lawsuit dated April 25, 2022, which was registered with the Bekasi District Court on May 12, 2022, under case number 247/Pdt.G/2022/PN Bks.

The dispute centers on an insurance claim arising from the agreement between the Plaintiff (the Insured) and the Defendants (the Insurer), as stipulated in the policy. The policy generally provides that the Insurer shall compensate the Insured for financial losses due to damage, loss, or destruction of property caused by events covered under the policy.

Specifically, a Motor Vehicle Insurance policy covers damage or loss to the insured vehicle. For a policy covering vehicles, it provides the following types of coverage:

a. Total Loss Only

Coverage for damage to the insured vehicle resulting from an event covered by the policy. This coverage applies when the damage exceeds 75% of the vehicle's fair market value.

b. Comprehensive

Coverage for damage to the insured vehicle resulting from an event covered by the policy.

c. Third Party Liability (TPL)

An extension of coverage that can be added to the two types of coverage mentioned above. It provides compensation to a third party who suffers financial loss caused by the Insured's vehicle.

In its legal considerations, the Panel of Judges held that the Plaintiff had forfeited the right to claim compensation from the Defendants because he had previously filed a Third Party Liability (TPL) claim with BCA Insurance, the insurer of the bus owned by Co-Defendant II. This claim had already been acted upon, as evidenced by BCA Insurance's issuance of a Work Order Letter (SPK) for the repair of the Plaintiff's vehicle.

The Judges concluded that the Plaintiff's legal action was no longer relevant, as the loss had already been addressed through the TPL claim process. This aligns with Article 20 point 3 of the Indonesian Standard Motor Vehicle Insurance Policy concerning Double Insurance Compensation, which requires the Insured to notify the Insurer in writing of any other insurance

covering the same vehicle and/or interest at the time of the incident. Failure to comply may result in forfeiture of the Insured's right to compensation.

This provision underscores the strict nature of the notification requirement. The terms "other insurance coverage" and "same interest" extend to rights under TPL claims arising from the same incident. Therefore, if the Insured submits a TPL claim to another insurer without informing the primary Insurer (PT. Asuransi Central Asia), this may legally justify the denial of the claim and void the right to compensation.

In insurance disputes, ambiguity in policy language often necessitates judicial interpretation. Courts commonly apply the doctrine of contra proferentem, interpreting ambiguous terms against the drafter—typically the insurer—and in favor of the insured, who is considered the weaker party. This principle serves to protect the insured from unilateral interpretations by the insurer.

Courts seek to determine the true intent behind the policy language. If the wording is unclear, they may apply interpretive rules, consider contextual factors, customary practices, and relevant legal precedents. In certain cases, extrinsic evidence may also be considered to clarify the parties' original intent when the policy was formed.

Furthermore, courts generally interpret vague or ambiguous policy terms broadly to prevent injustice to the insured. Terms such as "sudden" and "accidental" are often construed to mean "unexpected and unintended," typically in favor of the insured. However, such interpretations may evolve over time in line with developments in jurisprudence.

C. Conclusion

In insurance law, an insurance contract is governed by general contract principles under the Indonesian Civil Code (*KUHPer*data), including freedom of contract, consensualism, and pacta sunt servanda. However, the distinctive nature of insurance agreements often renders certain provisions of the Commercial Code (*KUHD*) outdated, particularly with the rise of modern models like Sharia (Islamic) insurance. The insurance policy serves as a binding document that outlines the rights and obligations of the parties and becomes the primary reference in claim-related disputes. Therefore, a clear understanding of the policy's terms and exclusions is essential to avoid losses from misinterpretation.

In practice, courts play a crucial role in interpreting ambiguous provisions. The principle of contra proferentem—which interprets unclear terms against the drafter, typically the insurer—is often applied to protect the insured as the weaker party. The case of Binsar Situmorang v. PT. Asuransi Central Asia exemplifies the application of these principles, particularly regarding the duty of disclosure in double insurance scenarios. Inconsistent statements and a lack of transparency in that case led to the forfeiture of the insured's claim. This

underscores the importance of contract clarity, transparency, and a strong grasp of legal principles to ensure fair outcomes in insurance disputes.

D. Suggestions

1. The government and policymakers should revise and modernize regulations on insurance contracts—particularly the Commercial Code (*KUHD*)—to reflect current industry developments, including the rise of Islamic insurance. Legal updates are essential to ensure certainty and adequate protection for all parties.
2. Insurance companies and regulators should enhance public education and legal literacy on insurance policy terms and conditions. Better understanding of rights and obligations will help policyholders avoid administrative errors that may lead to forfeiture of claims.

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