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**Juridical Review of Dispute Resolution Between
Manulife Life Insurance Indonesia vs Derama Laia
(Studi Putusan Nomor 1867K/Pdt.Sus-BPSK/2022)**

Abstract

This study aims to review juridically the settlement of consumer protection disputes between PT Asuransi Jiwa Manulife Indonesia and Derama Laia from the perspective of civil law. This case began with a dispute related to the implementation of the insurance agreement regulated in the policy between the two parties. The dispute was then brought before the Consumer Dispute Settlement Agency (BPSK) and decided through Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022, which stated that this case was more of a contractual dispute than a violation of consumer protection. Through a normative approach, this study analyzes the conformity of the decision with Law Number 8 of 1999 concerning Consumer Protection and the Civil Code (KUH Perdata). The results of the study show that the dispute resolution should be through civil law because it concerns the fulfillment of the agreement between the two parties, not a matter of consumer protection. This study recommends that disputes related to the performance of contracts should be directed to the Civil Court or Arbitration to avoid jurisdictional confusion and ensure proper settlement in accordance with applicable law.

Keywords: Consumer protection, Dispute, Dispute Resolution, Insurance, Legal Protection.

I. Introduction

The term consumer is adapted from the English word "consumer". Literally, consumers are people who use goods. According to the Great Dictionary of the Indonesian Language (KBBI), consumers are users of manufactured goods, recipients of advertising messages, or service users (Putra et al., 2023). Meanwhile, Black's Law Dictionary defines a consumer as someone who buys goods or services for personal, family, or household purposes, with no intention of reselling the goods or services (Black, 1990). These various definitions of consumers are in accordance with Article 1 number 2 "Law Number 8 of 1999 concerning Consumer Protection (UUPK)", which states that consumer protection is "all efforts that ensure legal certainty to provide protection to consumers" (Fitri & Lesmana, 2021; Lesmana & Husna, 2020). Every individual citizen has the right to legal protection that must be provided by the state as a form of protection that must be received from consumer protection regulations. Article 1 number 1 of the UUPK states that consumer protection is "all efforts that ensure legal certainty to provide protection to consumers" (Shofie, 2003).

Articles 4 and 8 of the UUPK emphasize that consumer protection aims to prevent people from consuming or using goods and services that can endanger safety, health, and others. This consumer protection can be divided into two aspects, namely: protection against the possibility of goods handed over to consumers not in accordance with what has been agreed with consumers and protection for consumers who can be treated with conditions that are not in accordance with the agreement (unfair). Consumer protection is the set of rules and laws that

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govern the rights and obligations of consumers and companies that arise in their efforts to meet their needs and regulate efforts to ensure the realization of legal protection for the interests of consumers (Sidabalok, 2010).

Rights as consumers are regulated in the UUPK which is based on the 1945 Constitution (1945 Constitution) in Article 5 paragraph (1), Article 21 paragraph (1), Article 27, and Article 33 of the UUPK. Consumer protection includes all measures that ensure legal certainty to protect consumers (Lesmana & Latif, 2024). This includes efforts to empower consumers to choose and obtain the goods or services they want, as well as to defend their rights if they are harmed by business actors. In the business world, the relationship between consumers and business actors is very important. Business actors try to gain benefits from consumers, but often consumers are dissatisfied with the goods or services they receive, so conflicts can arise. This dissatisfaction can arise when one party is unable to fulfill the promises that have been made, thus causing disputes between consumers and business actors.

The development of industrial businesses engaged in the field of personal protection investment insurance is the business that is most regulated by government regulations where the business is a self-investment that involves some money spent to own as a form of tool to protect personal assets from various financial losses that may arise due to unexpected events (Miftah Hanny Safira et al., 2021; OJK, 2023). The concept of insurance is an integral part of human social and economic dynamics. Its function in protecting from risks and providing a sense of security to the insured makes insurance an essential necessity in human life. As an institution tasked with transferring and sharing risks, insurance provides significant benefits for society, companies, and the progress of the country (Handayani, 2021).

For the public, insurance provides a guarantee of protection from potential losses that may arise. In the era of globalization like today, insurance plays an irreplaceable role in providing certainty of protection, both in the commercial and non-commercial realms. The insurance agreement between the policyholder and the insurance company is governed by law, as affirmed in the civil law regarding the terms of the validity of the agreement (Nurbaiti, 2023). Insurance also provides protection for various aspects of life, from health, education, to old age and death. The demand for life security is increasing among the public, encouraging the growth of insurance companies that offer various types of policies (Zanariyah, 2016).

Among these phenomena, problems related to insurance are also increasingly prevalent, one of which is the case between PT. Manulife Indonesia Life Insurance (PT. AJMI) and Derama Laia. This case originated from a dispute related to the implementation of insurance policies. Derama Laia, as a policyholder, filed a claim against PT. AJMI. However, the claim was rejected by the insurance company on the grounds that the claim submitted did not meet the conditions agreed in the insurance agreement. Derama Laia felt aggrieved by this rejection and brought the dispute to the Consumer Dispute Settlement Agency (BPSK) under the pretext that the rejection of the claim was a form of violation of his rights as a consumer.

This case is interesting because it reflects consumer dissatisfaction with insurance services that are considered not to meet the promise of protection that has been agreed. Derama Laia argued that the rejection of the claim by PT. AJMI is an unfair act, because it is considered to violate his rights as a consumer protected by the UUPK. However, on the other hand, PT. AJMI adheres to the provisions of the mutually agreed insurance agreement, where the conditions for submitting a claim are not met by the policyholder. In this case, the insurer argues that their actions are legally valid in accordance with the existing contract. This issue shows that there is a difference of opinion between policyholders and insurance companies regarding the interpretation and implementation of the content of insurance agreements. This dispute was finally brought to BPSK, which is expected to resolve this issue based on consumer protection principles.

Previous research on insurance dispute resolution has been conducted, including in a study by Izzul Fikri and Kami Hartono entitled “Juridical Review of Consumer Dispute Resolution at the Consumer Dispute Resolution Agency (BPSK)” (Fikri & Hartono, 2019). Then there are the results of research by Ferdiyan Ganesha, Firman Freaddy Busroh, and Fatria Khairo entitled “Juridical Analysis of Consumer Dispute Resolution at the Consumer Dispute Resolution Agency (Case Study of the Lubuklinggau City BPSK Decision Number 002/P.ARBITRASE/BPSK-LLG/IV/2021)” (Ferdiyan Ganesha et al., 2022). In addition, there is also a study from Hamidah entitled “Rejection of Life Insurance Claims Made by Insurers against Insured at PT. Manulife Indonesia Life Insurance” (Hamidah, 2024). The fundamental difference with the research conducted by the author is in the case study conducted, where the author focuses on analyzing consumer disputes through the study of “Decision Number 1867 K/Pdt.Sus-BPSK/2022”.

In contrast to previous research that focused more on the dispute resolution process at BPSK in general or on cases in specific regions, this study pays special attention to the jurisdictional differences between BPSK and the courts in handling insurance-related contractual disputes. This research aims to further explore how courts, particularly the Supreme Court (MA), assess aspects of contractual agreements in insurance disputes and how they affect consumer rights. The study also highlights how disputes related to insurance contracts, which should be resolved through civil law channels, cannot be fully handled by BPSK which is more focused on protecting consumers from unfair actions by business actors outside of contractual agreements.

II. Research Method

This research is included in the type of normative juridical research or literature (library research), which is research that specifically examines the law as a positive norm listed in laws and regulations (Soekanto & Mamudji, 2015). This research is carried out through the study of documents or literature, which includes the collection, review, and review of primary legal materials, such as laws, court decisions, and secondary legal materials in the form of related literature, journal articles, and previous research (Wahyuni, 2022).

The analysis in this study uses the content analysis technique, which is a method used to analyze writing or documents by systematically identifying the characteristics, structure, and messages contained in the text or document. With this approach, the researcher seeks to unravel and understand how the applicable legal norms are applied in the case being studied (Soekanto, 2010), as well as identify the relevance and application of legal regulations in dispute resolution, especially insurance disputes between PT Asuransi Jiwa Manulife Indonesia and Derama Laia through a study of “Decision Number 1867 K/Pdt.Sus-BPSK/2022”.

III. Result and Discussion

A. Case of the Position and Consideration of the Panel of Judges Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022

The case between PT. AJMI and Derama Laia started from a dispute related to the implementation of insurance policies. Derama Laia, as a policyholder, filed a claim against PT. AJMI. However, the claim was rejected by the insurance company on the grounds that the claim submitted did not meet the conditions agreed in the insurance agreement. Derama Laia felt aggrieved by this rejection and brought the dispute to BPSK on the pretext that the rejection of the claim was a form of violation of her rights as a consumer.

BPSK decided that PT. AJMI must fulfill its obligation to pay insurance claims to Derama Laia. However, PT. AJMI filed an appeal to the Supreme Court on the basis that the dispute was not a consumer protection case but a contract dispute, so BPSK did not have jurisdiction

to decide this case. In its decision, the panel of judges of the Supreme Court considered several important matters, including:

1. Nature of the Dispute

The panel of judges considered that the dispute that occurred between PT. AJMI and Derama Laia are contractual disputes (Wagian & Fathoni, 2014), which are more related to the implementation of an insurance policy agreement between the two parties. This means that the dispute is not a consumer protection issue that falls under the jurisdiction of BPSK. Therefore, according to the panel of judges, BPSK does not have the authority to examine and decide disputes based on the implementation of contract agreements.

2. Dispute Focus on Insurance Agreements

In this case, the panel of judges views that the core of the problem is the implementation of the agreement that has been agreed in the insurance policy. The panel of judges was of the opinion that this dispute should be resolved under civil law, as it relates to the obligations stipulated in the insurance contract that has been agreed upon by both parties (Rambe & Sekarayu, 2022).

3. Authority of BPSK

The panel of judges emphasized that BPSK is authorized to handle disputes related to consumer protection as stipulated in the UUPK. However, because this case is a contract dispute that must be resolved through civil law, not through a consumer protection mechanism, BPSK is considered to have acted beyond its authority.

4. Final Verdict

Based on these considerations, the panel of judges of the Supreme Court in its decision stated that this dispute should be handled by a civil court or arbitration institution, which has jurisdiction in the settlement of contractual disputes. Thus, the BPSK decision was canceled, and PT. AJMI is not required to fulfill the claims submitted by Derama Laia through BPSK.

B. Conformity of Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022 with the Consumer Protection Law

“Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022” emphasizes that the dispute resolution between PT. AJMI and the heirs of the late Fatinulo Amazihono regarding insurance claims are not included in the consumer protection category regulated by the UUPK. In the decision, the Supreme Court stated that BPSK does not have the authority to examine this case, because the subject matter is the implementation of the insurance policy agreement, not consumer settlement. This is in line with the provisions that regulate the limits of BPSK's authority in handling problems.

Furthermore, the Supreme Court refers to the definition of consumer protection in Article 1 number 8 of the UUPK, which states that consumer protection must be directly related to the violation of consumer rights. This case, which is more of a contractual issue between the parties involved in an insurance agreement, does not meet those criteria. This decision shows that not all settlements involving consumers can be resolved through BPSK, especially when it comes to the performance of contracts (Setio Laksono, 2023). Therefore, it is important to understand the types of peace that can be resolved by dispute resolution institutions and the limitations that exist in the UUPK.

Overall, the Supreme Court's decision reflects strict legal standards regarding the authority of case settlement institutions. Although the UUPK exists to protect consumer rights, there are certain limitations in its application. “Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022” explains several important points about the dispute between PT. AJMI and the heirs of Fatinulo Amazihono related to insurance claims. This case began when the heirs filed a claim with PT. AJMI, and BPSK Medan previously decided to grant the claim with a payment

order of Rp300,000,000.00. However, PT. AJMI filed an appeal to overturn the BPSK decision and the decision of the Medan District Court in support of it.

The Supreme Court then decided to grant the appeal and annul the two previous decisions. In its decision, the Supreme Court stated that BPSK is not authorized to handle this case because it is related to the implementation of the insurance policy agreement, not the consumer's problem. The Supreme Court also emphasized that BPSK does not have the authority to handle disputes related to insurance contracts, in accordance with existing provisions. In addition, the definition of consumer protection in the Consumer Protection Law states that protection must be related to the violation of consumer rights. In this case, the problem at hand is more of a contractual issue than a violation of consumer rights.

In the context of consumer protection, it is important to understand that consumers, according to KBBI, are users of manufactured goods such as food and clothing, as well as users of services. Meanwhile, Black's Law Dictionary defines a consumer as an individual who buys goods or services for personal purposes without the intention of reselling. This definition is in line with Article 1 number 2 of the UUPK which states that consumer protection is all efforts to provide legal certainty for consumers. Every individual has the right to legal protection from the state. Consumer protection aims to prevent people from consuming products that can endanger safety and health, and this can be divided into two aspects: first, ensuring goods are in accordance with the agreement; Second, protect consumers from unfair conditions. In this context, a dispute arose between PT. AJMI and Derama Laia related to insurance claims of IDR 300,000,000.00. BPSK has granted the claim, but PT. AJMI disagrees and submits an objection to the Medan District Court.

The Medan District Court rejected the objection and upheld the BPSK's decision, but the business actors filed an appeal to the Supreme Court to overturn the decision. The core of the problem is whether business actors are obliged to pay insurance claims in accordance with the BPSK decision and whether or not the decision is legally valid. In insurance activities, consumers play a role as a source of income for insurance companies, so consumer confidence is greatly influenced by the management of company funds. Some relevant consumer protection theories include protection from harmful products, fairness in transactions, and recognition of consumer rights such as the right to safety and information.

Consumer protection is carried out through regulation and supervision by government agencies or independent organizations to create a fair business environment (Lesmana, 2019; Widiarty & Saragih, 2024). Previous research has shown that demographic and macroeconomic factors influence life insurance ownership, while good regulation increases public confidence in insurance products. "Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022" emphasizes that BPSK does not have the authority to handle disputes related to insurance policy agreements, because the issue is more of a contractual dispute between policyholders and insurance companies, not consumer protection issues regulated by the UUPK. An example is the case of a dispute between PT. AJMI and its heirs submitted a claim of IDR 300 million, where BPSK initially granted the claim. However, PT. AJMI took the case to the Supreme Court, which then ruled that BPSK was not authorized to handle the case and that the dispute should be resolved through the general court.

This ruling is very important because it shows that not all consumer disputes can be resolved through the BPSK, especially when it comes to insurance contracts, which often require more formal legal channels. This requires consumers to better understand the right dispute resolution pathways, especially in the context of insurance products, where clear regulations and supervision by institutions such as the Financial Services Authority (OJK) are urgently needed to ensure that consumer rights are properly protected. In this case, consumers as policyholders play an important role in ensuring that they understand their rights and obligations in the insurance contract, as disputes that often occur are related to the refusal or

ambiguity in the payment of insurance claims. Therefore, this decision not only provides a limitation of authority for institutions such as BPSK, but also highlights the importance of consumer protection through strict regulations and an efficient legal system, in order to maintain consumer confidence in insurance companies that are responsible for managing funds and fulfilling their obligations.

C. Consumer Protection in Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022

In Supreme Court Decision Number 1867 K/Pdt.Sus-BPSK/2022, the judge considered several aspects to determine whether consumer rights have been protected. First, the judge assessed the authority of BPSK. He stated that BPSK does not have the authority to handle cases related to the implementation of insurance policy agreements. This is because the settlement in question is more of a contractual issue, not a violation of consumer rights (Suwarsogo & Arwanto, 2021). With this decision, the judge acknowledged that not all disputes involving consumers can be resolved through BPSK, which can be considered a deficiency in the protection of consumer rights, especially for those who hope to get a resolution through the institution.

Furthermore, the judge also analyzed the definition of a consumer dispute. He referred to the UUPK, which states that consumer protection must be directly related to the violation of consumer rights. In this context, the judge considered that the problem faced was more of a contractual issue between the parties to the insurance agreement. This assessment shows that although there is a consumer element in this case, not all issues involving consumers can be considered a violation of their rights. This creates a challenge to the protection of consumer rights.

Then, the Supreme Court decided to grant the appeal from PT. AJMI and overturned the previous ruling. This decision shows the judge's efforts to enforce the law and provide legal certainty to the applicant. However, this decision also ignores the rights of consumers who want to get their insurance claims. As a result of this decision, many consumers may feel they have lost a channel to effectively resolve their disputes. This can lead to dissatisfaction and distrust of the legal system. While the decision reflects the firm application of the law, there are still questions about the extent to which consumer rights are protected in the context of insurance products and how the legal system can be better at providing protection.

Overall, the judge's consideration in "Decision Number 1867 K/Pdt.Sus-BPSK/2022" shows that despite efforts to maintain legal certainty and limits on the authority of case settlement institutions, this decision also creates challenges to the protection of consumer rights, especially in the context of insurance claims. Therefore, it is important to re-evaluate how the legal system can be more effective in protecting consumer rights in the future. In this context, the judge considered that the problem faced was more of a contractual issue between the parties to the insurance agreement. This assessment shows that while there is a consumer element in this case, not all issues involving consumers can be considered a violation of their rights, thus creating challenges to the protection of consumer rights.

As referred to by legal protection theory (Anjarwati et al., 2023), consumer protection theory provides a clear picture of consumer protection in the legal context in Indonesia, especially related to the UUPK. In this case, the main issue faced is the violation of consumer rights regulated in the law, which focuses on protection from unfair and fraudulent business practices. The UUPK stipulates that consumers have the right to get clear and correct information about the products or services they buy. However, often the information submitted by business actors is not transparent, resulting in consumers being trapped in adverse deals. This case highlights the importance of transparency in communication between producers and

consumers, as well as the responsibility of business actors to provide accurate and non-misleading information.

According to Philip Kotler, consumer protection must be at the core of an ethical marketing strategy, where companies must maintain consumer satisfaction by providing accurate information and safe products. In the financial services sector, the OJK is given a special mandate to protect consumers through preventive measures to prevent potential losses. The OJK has the power to monitor and supervise financial services companies so that the interests of consumers are protected, creating a safe and fair environment for all parties involved in financial transactions. Overall, these theories emphasize the importance of consumer protection from various risks in the transaction of goods or services, particularly in the insurance sector. Regulation and supervision play an important role in safeguarding consumer rights and ensuring trust is maintained, which ultimately supports business and financial stability in general.

Insurance agreements, especially life insurance, are agreements between two parties that are mutually beneficial. Each party has rights and obligations that must be fulfilled. In this context, the insurer receives the transfer of risk from the insured object, while the insured has the obligation to pay the agreed premium. The risk will shift after the insured makes premium payments to the insurer. The premium is the amount of payment stated in the policy and agreed upon by the policyholder to be handed over to the insurance company. Based on its management, insurance is divided into two categories: conventional insurance and sharia insurance. Consumer protection is an effort made to protect the rights of consumers and ensure that they receive fair, safe, and transparent treatment in the transactions of goods and services.

The primary purpose of consumer protection is to prevent abuse or fraud by manufacturers or service providers, as well as to ensure that consumers have access to accurate information, so that they can make informed decisions in purchasing or using products and services. In its ruling, the Supreme Court underlined that consumer protection includes not only the right to obtain appropriate goods or services, but also the right to compensation in the event of a violation. This reflects the legal commitment in consumer protection to safeguard the rights of consumers and ensure that they are not harmed by unethical business practices. This ruling strengthens the position of consumers before the law and sets a precedent for similar cases in the future.

This case also highlights the need for stronger law enforcement against business actors who violate the provisions of the UUPK. Although regulations are in place, challenges in implementation and enforcement remain a problem. Therefore, increasing awareness among consumers about their rights as well as educational efforts by relevant institutions is needed to ensure that consumers can protect themselves from harmful business practices. Overall, the Supreme Court through its decision reaffirmed the importance of consumer protection in the legal system in Indonesia. This ruling not only protects the rights of consumers but also encourages businesses to be more responsible and transparent in their business practices. With strong legal support, it is hoped that consumers can transact more safely and get fair treatment in the market.

IV. Conclusion

Based on the results of the research and the description of the discussion above, the following conclusions can be drawn. "Court Decision Number 1867 K/Pdt.Sus-BPSK/2022" is declared relevant to UUPK if it considers consumer rights, sanctions for business actors who violate, and consumer safety. However, this dispute is related to the implementation of insurance contracts, not violations of consumer rights, so BPSK is not authorized to handle this case because it focuses more on contracts between insurance companies and policyholders. Then the panel of judges in the decision focused on fulfilling the contractual agreement and

did not find violations of consumer rights. These disputes are purely contractual and should be resolved through civil law channels, not consumer protection mechanisms. The authors recommend that the parties to the insurance contract should understand the rights and obligations that govern. BPSK should not handle disputes related to insurance contracts, unless there is a real violation of consumer rights. Contract disputes such as these should be directed to the Civil Court or Arbitration which is more relevant in resolving contractual cases, to avoid jurisdictional confusion.

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