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## LEGAL ANALYSIS OF MOTOR VEHICLE INSURANCE OWNERSHIP REVIEWED FROM KUH

By

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### Abstract

The background of this research is how to analyze the ownership of auto insurance for motor vehicles in terms of various things. One of them is people and how the rights and responsibilities of motor vehicle insurance are. The method used in this research is to use the literature study method and the literature method by reading many journals and many articles containing laws relating to insurance and ownership of motorbikes and add to the repertoire of author knowledge. The problem raised in this study is how to find out the analysis of insurance ownership on motorized vehicles with the rights and obligations of the insurance holders so that they are in accordance with applicable law. The purpose of this study is how to know the rights and responsibilities of insurance holders, especially two-wheeled motorized vehicles.

**Keyword:** *Law, Insurance Ownership, Motor Vehicle, KUH.*

### INTRODUCTION

Today, technology in the transportation industry, both land, sea and air, is developing rapidly. In Indonesia, too, the use of high-tech production in the field of transportation is very fast, even though only a small part of society enjoys the results of the production. The production of motorized vehicles is currently innumerable due to price competition and the quality of private vehicles and public passenger transportation means, whether by land, sea or air, from year to year the number is increasing, which is another impact that must be taken into account from an economic point of view. Because of this, various companies have emerged, especially companies that are related to the activity of providing guarantees or guarantees to a person or to a certain asset, because the standard can be overridden at some point by a loss or event. That's why we see tens or even hundreds of insurance companies in Indonesia offering their services.

They offer their services so that a member of the public is willing to become a member or customer of an insurance company. In fact, the current performance of insurance companies in Indonesia is generally not encouraging. Not encouraging, which from the management of the insurance business has not provided good service, even often commits fraud against consumers or appears to be complicated when they are going to sue for rights, both in life insurance and in loss insurance. Meanwhile, from the public side, the insurance industry is less attractive, besides the lack of public knowledge about insurance, it is also due to the low income per capita of the community. For those who will join or become customers of an insurance company, they need to know what the criteria, guidelines are worth considering when choosing an insurance.

A negative picture that insurance companies are making it difficult for customers in terms of claims, is not a habit.

However, sometimes customers make it difficult for themselves, among others, by being dishonest in filling out the application form (SPAJ), which dishonesty will harm themselves. In this case, the main issues that will be discussed include. A number of requirements for claiming lost vehicle insurance, is there any convenience. How to get out if the insurance company goes bankrupt. How to get out if insurance premium payments stop. Can it be made easier for the insured motor vehicle to be lost. The author uses research sources, namely library research. In this case the author reads and studies books, newspapers, magazines and publications related to the object description and the library.

Insurance or in Dutch "Verzekering" which means coverage. In article 246 of the Commercial Code (KUHD) or Wetboek Van Koophandel, that insurance or coverage is an agreement by which an insurer binds himself with an insured person by receiving a premium to provide compensation to him for a loss, damage or loss of profit incurred. expected who may be fined for an indeterminate event. This provision applies to all types of coverage, both those in the Commercial Code (KUHD) and those outside the Commercial Code (KUHD). Interest is the object of coverage and is a subjective right that may disappear or decrease due to the occurrence of an uncertain or uncertain event. The element of interest is an absolute element that must be present in every coverage, both at the time the insurance is closed and at the time of the event. Molengraff defines that what is meant by interest is property or part of the insured's property which is insured which may be attacked by danger.

Molengraff's definition refers directly to objects, namely assets. However, this is difficult to explain in motor vehicle coverage with WA (Wettelijke aansprakelijkheid), namely legal liability coverage. In this type of conflict, what is of interest is the liability of the insured according to law for losses to third

parties. So in short, according to Purwosutjipto, S.H., interests are the rights and obligations of the insured who are insured.

## RESEARCH METHOD

According to the provisions of article 246, premium is an obligation of the insured in return for the insurer's obligation to the insured as compensation, the stage of the insurer's obligation to compensate the insured's loss. This is a consequence of the risk transfer where the person who bears the risk is entitled to a counter-performance called a premium.

For motorized vehicles that are insured, the premium is usually paid in cash in advance. However, if the insurance is for a long period of time, the payment can be agreed in installments. Depending on guaranteed insurance with the owner of the motor vehicle.

The law also stipulates that if the insurance agreement is closed by a broker's regulation, then the broker must first pay the premium to the insurer, then the broker makes a claim back to the insured for the amount of premium that has been paid and the province. If it turns out that the insured does not want to pay back to the broker, the law provides for a number of retentions on the policy (Article 684 of the KUHD).

Premiums are important in an insurance agreement. This can be seen from the breakdown of the insurance agreement due to the premium not being delivered at the agreed time. The solution can be requested by the guarantor through the District Court based on article 1266 of the Civil Code.

But in practice there is no need to go that far, because it has become a habit to add a clause to a policy whose contents are not valid if the premium is not paid on time. With this clause, the insurer does not need to demand termination of the agreement, if there is a default from the insured.

Usually the premium itself is determined at the time the insurance agreement is made, except for the insurance that bears the most (onderlinge verzekering).

In mutual insurance, the premium is not determined in advance at the time of entering into an insurance agreement, but is determined by sharing the losses suffered within a certain period of time. For example, within a certain quarter, half a year or one year. These certain losses are charged to each member according to the scale of the amount insured. The premium amount is determined after the period has passed by waiting for a certain percentage or it can also be determined by an advance payment at the time of making an insurance agreement.

## RESULT AND DISCUSSION

General insurance is a risk management for losses, loss of benefits and legal liability to third parties arising from uncertain events. This guarantee is short term, usually one year. Meanwhile, life insurance provides services in overcoming risks associated with the life or death of an insured person and is long-term in nature. In accordance with the provisions of Law no. 2 of 1992 concerning the insurance business, each insurance sector is managed by a different company. Insurance aims to transfer individual risk to insurance companies. The purpose of coverage is primarily to reduce risks but to create risks. However, even so, between insurance and gambling there are similarities in certain respects.

The relationship between risk and insurance is a close relationship with one another. From a risk management perspective. In article 246 of the KUHD, the limitations of the insurance agreement are as follows; Insurance or coverage is an agreement, whereby an insurer binds himself to an insured person, by receiving a premium, to provide compensation to him for a loss, damage, loss of expected profit, which he may suffer due to an unspecified event.

So because the insurance or coverage is an agreement, it involves at least two parties. The party whose one party is supposed to bear the risk itself but then transfers it to another party, the first party is commonly referred to

as the insured or in other words, the party who has the potential to have risk. While the other party is the party who accepts the risk from the first party by receiving a payment called a premium. The party who accepts the risk of the one party is commonly referred to as the insurer (usually the insurance company). The main obligation of the insurer in the insurance agreement is actually to provide compensation. However, the obligation to provide compensation is a conditional obligation on whether or not an agreed event occurs which results in a loss. This means that the implementation of the obligations of the insurer still depends on the occurrence or non-occurrence of events that have been agreed upon by the parties previously. To arrive at a situation where the insurer/company if a loss occurs as a result of an unspecified event that is not agreed upon, then of course the insurer must fulfill its obligation to provide compensation. However, not every loss and every event always end with the fulfillment of the insurer's obligations to the insured, but must be in a series of events that have a causal relationship.

The insurance company as the insurer strictly provides criteria and limits on the extent of protection or guarantee it provides to the insured. These criteria and limitations are listed in the policy, according to the type of insurance concerned. So that each policy lists what types of events are the responsibility of the insurer. So if there is a loss caused by the agreed events, the insurer will pay compensation. Usually in daily practice, policies issued by insurance companies still have to be added / changed to meet various needs, including possible changes in circumstances, change of name and so on. Any changes/additions, whether conditional/notified in nature, must be recorded in the policy concerned, so that these changes can be considered valid and binding on the parties. Risks that are not covered by insurance. Motor vehicle insurance does not cover loss or damage caused by: some companies provide different regulations).

1. Loss of profit/income
2. As a result of the insured's evil actions, husband/wife/children/relatives, people with the knowledge/permission of the insured, people who work for the insured.
3. As a result of pulling/pushing another vehicle, pulling a trailer, learning to drive, marching, committing a crime, being overloaded, being run by a person under the influence of alcohol, embezzlement.
4. Material wear on vehicles, rust
5. War
6. Nuclear reaction / radiation
7. Due to insects or small animals
8. Drive on forbidden roads / through closed roads
9. Driver does not have a valid driving license
10. Used in skill competitions
11. The vehicle is run in a damaged condition

The insurance agreement (article 246 KUHD and article 1 number 1 of Law No. 2 of 1992 concerning Insurance Business) consists of several elements, at least are: the Insurer (Insurance Company), the insured (customer), premiums, uncertain events, losses. So the premium is one element that must exist in the insurance agreement. According to the formulation of the two articles above, an Insurer gets a premium, and the premium according to article 256 (7) of the KUHD must be stated in the policy. That the insurer will not take over other people's risks based solely on a sense of humanity, but as a counter-achievement, premium payments are requested from the insured. The content and form of a policy must meet the conditions specified in article 256 of the KUHD, except for life

1. The day the coverage is closed
2. The name of the person who covers the insurance at his own expense or at the expense of a third person.
3. A fairly clear description of the goods insured.
4. The amount of money for how much coverage is held
5. The dangers borne by the insurer

6. The time at which it only applies to the dependents of the insurer and when it expires.
7. The insurance premium
7. In general, all conditions that are important for the insurer to be aware of, and everything agreed between the parties.

In danger insurance that threatens agricultural products (article 256 + 299 KUHD), for transportation insurance on land and on rivers (article 256 + 648 KUHD). Especially for life insurance, the terms of a separate policy are regulated in article 304 of the KUHD, namely:

1. The day the coverage is closed
2. Name of the insured
3. Name of the person whose soul is insured
4. When the start and end of the danger for the insurer.
5. The amount of money for the name of the insured
6. The insurance premium.

## CONCLUSION

Insurance aims to transfer individual risk to insurance companies. The purpose of coverage is primarily to reduce the risks encountered in society. The requirements for claiming lost insured items are still convoluted, there are no conveniences yet. The policy is a deed signed by the insurer, whose function is as evidence in the insurance agreement. If when claiming insurance the company goes bankrupt (bankrupt), it must go to the Bankruptcy Court in Central Jakarta. The basis of this insurance other than in the Commercial Code and Law no. 2 of 1992 concerning Insurance. Because of that, by regulation, the insurance agreement is void and void if these conditions are not met.

Making the agreement must be clear because if one day the insured goods, especially motor vehicles are lost, then the company with the agreement must replace the motorcycle. The need for implementation of guidance and supervision, insurance companies (insurance companies, reinsurance companies, insurance brokerage companies,

and insurance brokerage companies) are required to submit periodic reports. Reports that must be submitted include financial reports and operational reports. Violations of the provisions regarding reporting are subject to sanctions, both administrative sanctions and fines. For insurance companies and reinsurance companies.

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HALAMAN INI SENGAJA DIKOSONGKAN