

Challenging on Business Risk of Motor Vehicle Insurance in PT. Asuransi Astra Buana Indonesia

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Abstract

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This paper discusses the obligation of PT. Asuransi Astra Buana in Motor Vehicle Insurance. The goal is to discover the shape of an obligation of PT. Asuransi Astra Buana for Motor Vehicles and recognize the Insurance Claim Process at PT. Asuransi Astra Buana. Via way of means of studying and decoding library substances that exist withinside the literature, the Legislative Invitations, and provisions regarding coverage agreements. Data used on this examination is secondary data, after which accomplished a qualitative analysis. The effects of this examination are PT. Asuransi Astra Buana need to be accountable to the insured who has participated in motor car coverage due to the fact it's miles sure via way of means of the agreement, particularly in Article 1 paragraph (1) of Law Number 40 of 2014 regarding Insurance, PT. Asuransi Astra Buana is obliged to offer the obligation to the insured if withinside the implementation of repayment the insurer will remember the top rate this is nevertheless owed for the continuing coverage duration for the car, the insured need to deliver the insurer the possibility to test the harm earlier than repairing or changing the car, the insured need to observe the provisions that are according with the process via the stairs that need to be executed on the time of filling out the shape need to be authentic and sincere due to the fact in case you make the slightest mistake then the declare submission will maximum probably be canceled. The end of this study is PT. Asuransi Astra Buana is obliged to offer repayment withinside the policy.

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INTRODUCTION

In this technology, era withinside the transportation enterprise, each land, sea, and air, is growing rapidly. In Indonesia, the results of production are developing very rapidly, one in every of that's withinside the car enterprise, specifically in motor vehicles. The speedy increase of the car enterprise is because of the growing human want to very own a car which isn't handiest a method of public transportation, however additionally for different private needs.

The improvement of the car industry in phrases of motor cars manner that there also are an increasing number of feasible dangers which can arise withinside the future. The danger is the danger of harm or injuries or the danger of loss. So those dangers will reason losses. Not the handiest monetary losses, however also can be accountable for different events in different phrases injuries that bring about different events being injured Mr. J. J Van der Wanse in his book entitled "Motorrijtuig Verzekering".

From the book it can be referred to that motor car coverage has been recognized given that 1819 in Switzerland and Austria with ensures in opposition to 0.33 celebration legal responsibility handiest and that is additionally regulated in our Civil Code Article 1365, then in 1898, the coverage business enterprise conserving the closure as above is the Law Accident Insurance Society, Ltd in London, England. According to with the coverage slogan is "umbrella" then it'd be satisfied if we save you the prevalence of a danger. No one is aware of whilst this danger will arise. For that, we as a present-day society ought to be capable of saving you those dangerous things. One manner of prevention is to assert coverage in motor cars.

Article 1 paragraph 1 of Law No. 20 of 1992 reads "Insurance or insurance is a settlement among or greater events, through which the insurer binds himself to the insured because of loss, harm or lack of predicted profits, or felony legal responsibility to 0.33 events who can be suffered through the insured, springing up from an unsure occasion, or to offer a charge primarily based totally at the loss of life or lifestyles of the insured person".

Based on the sound of the Act above, it can be concluded that the coverage holder because the insured celebration is predicted to ensure his motor car with the coverage business enterprise, to tackle the number of expenses that can be paid for any harm or loss which can arise withinside the future. Insurance is one of the monetary establishments this is engaged in the insurance of a present-day

group that turned into invented from the western global which turned into born in conjunction with the spirit of enlightenment (renaissance). This institute collectively with financial institution monetary establishments have become the using pressure of the economic system withinside the present-day technology and maintains withinside the gift technology.

The foundation of the non-obligatory spirit of present-day coverage is that its miles are orientated closer to the capitalist device which handiest performs for capital or private needs. It is special with sharia coverage, coverage with Islamic literature is greater socially orientated than economic (earnings orientated) that is due to the fact the element of supporting is the primary foundation in sharia coverage.

Because diverse groups have emerged, specifically groups associated with sports imparting ensures or dependents to positive people/assets, due to the fact the same old may be overwritten through a loss or occasion this business enterprise is known as If the item of the coverage business enterprise is a motor car, it's miles known as motor car coverage. Motor car coverage is loss coverage that protects the insured from the danger of loss that arises about the possession and use of motorized cars, according to the provisions of Law No. Personal accident coverage may be controlled through loss or life insurance.

Seeing from the problems and background that the writer has written, the writer writes this paper with the title "Juridical Review on Two-Wheeled Motor Vehicle Insurance at PT. Asuransi Astra Buana Indonesia".

Purpose

Following the historical past that has been defined with the aid of using the author, the targets to be finished are as follows:

- a. To discover a way to technique coverage claims towards the insured
- b. To discover what troubles arise whilst the vehicle coverage claim process.
- c. To discover a way to remedy troubles that arise in vehicle insurance claims.

Benefits of Writing

- a. As a method of latest know-how, especially regarding vehicle insurance in Indonesia.
- b. To assist unfold know-how approximately motor vehicle insurance claims and visitors injuries
- c. Pouring writing mind after analyzing insurance.

THEORETICAL FRAMEWORK

According to Robert I. Mehr Insurance is a tool to reduce chance by combining some chance devices so that collective individual losses can be predicted. The predictable loss is then divided and allotted proportionally amongst all of the devices withinside the mix.

According to Mark R. Greene, insurance is a financial group that reduces chance through combining beneath each one control and institution of items in a situation so that the huge losses suffered through a set may be anticipated in a greater designated scope.

According to C. Arthur Williams Jr., and Richard M. Heins Insurance is a device that secures the chance of or greater humans or corporations mixed thru a specific top rate contribution or decided as funds used to pay claims.

According to RI Law no. 2 of 1992 Insurance is a settlement among or greater events, wherein the insurer binds himself to the insured through receiving coverage rates to offer reimbursement to the insured because of loss, harm, or lack of anticipated earnings. Or criminal legal responsibility to 0.33 events that can be suffered through the insured, bobbing up from an unsure event, or supplying a fee primarily based totally on the demise or lifestyles of the insured person.

According to Article 246 of the Commercial Code, KUHD Insurance or insurance is a settlement through which an insurer binds himself to an insured, through receiving a top rate, to reimburse him for harm or lack of anticipated earnings that he may also go through because of an event which isn't sure.

Insurance Elements Consists of:

- a. An insured party is a person who makes a settlement with the coverage organization to watch for safety for the dangers that can arise to him. For this safety, the insured said that he become capable of paying a sure sum of money or called a top rate.
- b. Insurer is the party that offers safety to the insured in the form of a fee of an amount of cash identical to the insured value.
- c. Agreement/coverage is some of the agreements between the insurer and the insured to supply safety. Premium is a sure quantity of finances that should be paid through the insured party on account of the agreed safety or safety through the insurer. The quantity of the top rate relies upon the quantity insured and the chance of the

insurance.

- d. Claim When you get a loss from an event, you could take a look at whether or not the chance is insured and indexed withinside the coverage or now no longer. If there is, you could post a declare as a shape of request for reimbursement for the loss you've got experienced.

Insurance Principles

- a. Insurable interest

The proper to insure, which arises from an economic relationship, among the insured and the insured and is legally recognized.

- b. Utmost good faith

A movement to reveal appropriately and completely, all cloth information approximately something to be insured, whether or not asked or now no longer. This means: the insurer should provide an explanation for truly the entirety approximately the volume of the terms/situations of the coverage and the insured should additionally offer clean and accurate statistics at the item or hobby insured.

- c. Proximate cause

An energetic, green reason that offers upward push to a sequence of activities that offers upward push to an impact without the intervention of something that starts of evolved and is energetic from a brand new and impartial source.

- d. Subrogation

Transfer of declaring rights from the insured to the insurer after the declare is paid
6. Contribution The proper of the insurer to ask different insurers who percentage the equal, however now no longer always the equal duty to the insured to take part in supplying indemnity.

Nature of Insurance According to Hartono (2001:84) coverage as a shape of regulation in Indonesia is regulated withinside the Civil Code which has the subsequent characteristics:

- 1) Nature of Agreement (All coverage is withinside the shape of a sure settlement (Boyzondere Over Komst)
- 2) Reciprocal nature (Weder Kerridge)
- 3) Consensual nature
- 4) Nature of association
- 5) Nature of the organization

Definition of Motorized Vehicles According to the Indonesian Insurance Council (DAI),

motorized cars are cars that might be pushed through an explosive motor/different mechanics, however, do now no longer consist of those who run on rails. Meanwhile, consistent with the idea of coverage, motorized cars are cars which might be pushed through motors/different mechanics, now no longer which include cars that run on rails, in different words, motorized cars are three-wheeled and-wheeled cars, and so on.

METHODS

This study makes use of normative research methods. According to Soerjono Soekanto, the normative juridical method is legal research performed primarily based totally on an evaluation of literature review or secondary statistics. From the evaluation of the literature statistics, it's miles used because the primary fabric for the item of studies is primarily based totally on an evaluation of the rules in it. After that, library data or secondary statistics had been analyzed the use of comparisons the use of the literature related to the item of studies and this have a look at used empirical have a look at studies methods to see the application of regulation to activities that occurred.

This type of study makes use of descriptive-analytical studies specifications. Descriptive Analysis is an evaluation of data that doesn't use numbers but gives a top-level view, description, explanation, and analysis of the studies. Therefore, the writer makes use of descriptive-analytical studies to offer a top-level view of the actual situations in a systematic chronology and then analyzed primarily based totally on the statistics collected.

The data analysis technique used on this have a look at is a qualitative data analysis technique, through the interpretation received within the shape of sentences or descriptions with modifications to the subject, objectives, associated standards systematically, then concluded in the final effects of this have a look at.

RESULTS AND DISCUSSION

Responsibilities of PT. Asuransi Astra Buana is a popular insurance company that changed into installed on September 12, 1965. This company started its business as a popular insurance company. Asuransi Astra Buana has the vision to offer an experience of protection and peace to hundreds of thousands of clients who're slowly starting branches in various cities. With an entire portfolio and excessive high-satisfactory human resources, PT. Asuransi Astra Buana has

succeeded in turning into one of the coverage groups this is developing speedy and gaining trust. The insurance provided ambitions to make sure that the car is secure and may be accounted for via way of means of the corporation if it's far lost, broken, and others. If the insured does now no longer have coverage then the harm that takes place isn't always the duty of the corporation due to the fact there may be no bond to the corporation.

However, if the insured celebration who has coverage does now no longer need to restore the broken car and does now no longer need to restore the car in a corporation that has to grow to be a partnership with the corporation, then the insured can not be widely wide-spread in filing a motorbike coverage declare due to the fact there may be no cooperation bond in the corporation. Based on Article 19 paragraph (1) UUPK concerning the responsibility of the insurer as a commercial enterprise actor includes:

- a. Liability for repayment for harm
- b. Liability for losses that arise, and
- c. Liability for compensation that has made the insured a loss.

From the precept of duty above, it's far a crucial element within the regulation for the safety of the insured, as it makes it less complicated and is aware of which celebration have to be liable for the losses suffered via way of means of the insured. Companies that have bought - wheeled automobiles will problem a shape of legal responsibility if the insured celebration has complied with the provisions in filing the coverage declare process. The insured celebration can use the coverage within the occasion of harm to the car. Therefore, the corporation and the insured party offer blessings for each insured.

The situations of insurance furnished via way of means of PT. Asuransi Astra Buana are:

- a. Comprehensive Provides

Complete safety in opposition to harm and/or loss to the car both in part or absolutely because of an unexpected and sudden accident, which includes lack of the car or its components because of robbery or fire.

- b. Total Loss Only

Provides safety for loss or overall harm to the car because of a sudden accident. Including the entire lack of the car because of robbery, or destruction, or harm because of fire. Repair expenses provided via way of means of PT. Asuransi Astra Buana coverage

is 75% or greater of the car price.

Claims for Compensation within the Motor Insurance Agreement at PT. Astra Buana Insurance Problems that arise among the insurer and the insured may be resolved via arbitration dispute resolution. Arbitration is a civil agreement technique outdoor the overall courtroom docket primarily based totally on an arbitration settlement that has been made in writing via way of means of the disputing parties. The insured who's harmed desires safety to gain responsibility for the fault of the commercial enterprise actor, however that is additionally essential by regulation to modify justice among the insured and the insurer. The insured has the proper to invite for the whole thing that has been agreed upon if he has participated in-vehicle coverage on the corporation.

Insurance preparations within the KUHD prioritize the civil issue primarily based totally on a settlement among the insured and the insurer. The settlement offers upward thrust to the duties and rights of the insured and the insurer on a reciprocal basis. Insurance is made in writing within the shape of insurance coverage. There are insurance guidelines within the KUHD overlaying insurance principles, insurance agreements, insurance elements, insurance clauses, and styles of insurance.

In making a motorcycle insurance claim, if the insured celebration has completed all of the documents which have been determined, then the coverage declaration might be smooth to process. If the chance of loss exact within the Insurance Policy clause via way of means of the insured celebration takes place, then repayment within the coverage settlement may be made via:

1. Claim submission procedure

Based on the precept of civil regulation which states that whoever feels he has the proper to do something, he has to be capable of showing it. Thus, the insured has the proper to gain repayment from the insurer for the reason that the clause within the coverage is true, now no longer via his very own fault and changed into engineered via way of means of the insured celebration. In the Insurance Company PT. Asuransi Astra Buana has styles of loss claims, particularly partial loss claims and overall loss claims.

2. Partial loss claim

The insured reviews the incident by installing the Garda Mobile Otocare application, or contacting the insurance and collecting all of the files that need to be prepared, namely:

- a) Photo of Original Vehicle STNK;
- b) Photo of Driver's License at Real-Time;
- c) Photo of Original Policy Holder's KTP;
- d) Certificate from the local police (if the loss is as a result of a person else's evil deeds or entails an insured);
- e) Letter of claim from the third party.

If there's a claim from a third party (loss within the shape of an automobile).

Letter of declaring from a third party

- a) Third-Party ID card o Third-Party STNK;
- b) Third-Party SIM;
- c) Certificate from the local police.
If there's a declare from a Third Party (non-automobile loss);
- d) Letter of declaring from a third party;
- e) Third-Party ID card;
- f) Local Police Certificate;
- g) Death Certificate and Hospital Visum (if the victim dies);
- h) Receipts/Original info of Third Party losses.

Vehicle Survey After all of the files are whole, please come to the closest department workplace or Garda Center to fill out a declared shape and behavior automobile survey. Our survey officials will examine the loss and investigate the automobile for damage.

- ❖ Work order letter if the loss and damage are covered with the aid of using the policy, our survey officer will trouble a Work Order (SPK) at the equal day after the whole files for repairing your automobile on the Astra Insurance companion workshop.
- ❖ Vehicle repair After receiving the SPK, the automobile may be taken to the workshop for maintenance primarily based totally at the SPK. Payment at very own risk (very own risk) is made to the workshop.

Dependent Guarantee from PT. Asuransi Astra Buana:

Table 1:

Guarantee	Own Risk
Vehicle Damage	Rp. 300.000.000 each Occurrence
Flood, Typhoon, Hurricane, Landslide, Earthquake, Tsunami, Volcanic Eruption, terrorism, and sabotage	10% of the value of the approved claim, minimum Rp. 500,000 per occurrence
Third-Party Legal Liability	Follow own your risk vehicle
Driver and passenger personal accident	

Total Loss

- a. Incident Report Install the Garda Mobile Otocare application, sign in and fill in the Incident Report at the Garda Oto menu. Or by contacting the insurance company
- b. Survey and Claim Analysis Come to the nearest branch office or Garda Center to complete the desired documents, particularly: Driver's license on the time of the authentic incident
 - 1) Original STNK;
 - 2) Original Policy Holder's KTP;
 - 3) Certificate from the local police;
 - 4) Certificate of Kaditserse for Lost Vehicles from the local Police (for most vehicles);
 - 5) Loss Report Form;
 - 6) STNK blocking off a letter (for most vehicles);
 - 7) The shape is inclined to be surveyed.

Our survey officials will behavior a survey and analysis of claims, and if deemed necessary:

- a. Checking the crime scene (TKP) by Astra Insurance Officer or research via way of means of an unbiased investigative agency, particularly a third party authorized by Astra Insurance.
- b. Estimated car damage by a repair store or loss adjuster appointed by Asuransi Astra.
- c. Complete Additional Documents If the declare is approved, please entire extra files, particularly:
 - 1) Original BPKB & invoice;
 - 2) Original KIR Book (for prepared automobiles);
 - 3) 3 (three) signed clean receipts o Power of Attorney for Blocking Revocation (for most vehicles);
 - 4) Letter of Abandonment (Submission of Property Rights).
 - 5) Original STNK;
 - 6) Original & spare ignition.
- d. Claim Payment Payment of claims can be paid to the insured's account no later than 14 operating days after the entire files are

obtained via way of means of Asuransi Astra. Numerous matters ought to be taken into consideration and prevented in car coverage so one can get duty from the insurer, because of numerous matters that make coverage forfeit and can't be accounted for because of:

- 1) The validity length of the coverage ends;
- 2) SIM validity expires;
- 3) Deliberately omitting the car.

There is a loss suffered by the insured party because of harm, the insured celebration asks for legal responsibility to the insurer because of broken items according to mounted approaches. If the insured party has accompanied the top rate charge technique smoothly, all dangers that arise to the automobile starting from minor harm, extreme harm to lack of the insurer will endure all of the dangers that arise.

The harm that takes place ought to the insured be extra cautious and the organization ought to have proper intentions in sporting out its commercial enterprise sports in order now no longer to take movements that could damage the insured, due to the fact safety for the insured has been carried out withinside the UUPK and formerly a settlement changed into held for each party. The situations for the validity of the settlement primarily based totally on Article 1320 of the Civil Code are:

- 1) There is a settlement among people who make the settlement;
- 2) The talent of every celebration in making the settlement;
- 3) There are positive troubles; and
- 4) Halal reasons.

CONCLUSION

Company PT. Asuransi Astra Buana may be visible that the Motor Vehicle Insurance Claim Payment System is adequate, already the usage of the care tech module or with the "Garda Oto" utility for its coverage declare charge program and

it could additionally be visible that the wide variety of clients is growing from 12 months to 12 months who need to ensure their motor vehicles on in the company PT. Asuransi Astra Buana. Efforts made by PT. Asuransi Astra Buana in fixing troubles that arise from each declare submitted, gives repayment according to the insured value. For every repayment, the quantity change isn't always constantly identical, it's far adjusted to the quantity of the insured value. If the insurance submitted via way of means of the declare is according with the contents of the coverage, the repayment supplied will now no longer reveal difficulties.

From the troubles that arise, negligence on the part of the insured maybe trouble and no repayment is given. These efforts are withinside the shape of maintenance withinside the workshop, coins payments, alternative of spare components or automobiles consistent with the identical brand, type, model, and 12 months consistent with the contents of the coverage. Arrangement of the automobile coverage declare charge technique, the insured celebration is obliged to observe the approaches and phrases and situations which are according with the organization.

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