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The Completion of Filing A Claim Ex Gratia Sharia Life Insurance

Lukman Anthoni^{1*} & Yusuf²

^{1*}*Universitas Pamulang*
Email: lukman.anthoni@gmail.com

²*Universitas Pamulang*
Email: dosen02546@unpam.ac.id

Abstract

The difference in the process of claim settlement with the standard and Ex Gratia categories is the core of this study, so that researchers can find out the difference in the work procedure for filing a standard claim with the submission of claims with the Ex Gratia category. The research instrument of this research uses documentation, interviews and literature studies with descriptive qualitative research methods by conducting research on the object of PT XYZ sharia life insurance research as well as describing the workflow and process carried out in the settlement of claims of the Ex Gratia category. Conclusions regarding the filing of an Ex Gratia claim are made after the results of the claims analysis are completed with the decision rejected by the claims department. The Ex Gratia claim process is carried out by re-submitting a claim that has been rejected. The decision to file an Ex Gratia appeal will be submitted to management and the results will be forwarded to the Policy Holder. Prevention of filing an Ex Gratia claim early can be done by adjusting the product specifications according to the expectations of policyholders. The frequency of filing claims for the Ex Gratia category is expected to be controlled or can be limited considering the use of funds for settling Ex Gratia claims originating from company funds, because in essence the submission of the claim is rejected because it does not comply with the provisions of the Sharia insurance policy claim.

Keywords: Sharia Life Insurance, Claims, Ex Gratia

1. Introduction

Islamic life insurance as part of the insurance business has the role of increasing the trust of insurance services for the community, including continuing to foster good perceptions that will indirectly increase the life insurance market for sharia insurance. The development of sharia insurance companies from time to time continues to increase. The development until 2019 is sourced from the Sharia IKNB data for the January 2019 period and the secretariat of the Indonesian Sharia Insurance Association (AASI) the number of sharia insurance companies in Indonesia according to the types of companies according to the full category and sharia business units for 7 (seven) and 21 (twenty one) sharia life insurance companies, 5 (five) and 23 (twenty three) sharia general insurance companies and 1 (one) and 2 (two) sharia reinsurance companies. The number of Islamic insurance companies mentioned above.

One suggestion for special policyholders and the public about the general views about insurance whether or not approved from the payment of insurance claims. A good perception that is a reference for easy payment of claims in accordance with proposed insurance benefits. Questioned by Policyholders or Heirs is adjusted to the provisions of the Sharia Life Insurance Policy issued by the Company as well as Standard Operating Procedures (SOP) as well as Service Level Agreements (SLAs) applicable in the Claim Division or Work Unit. Procedural development assistance helps and enhances company information systems to support the company's operations, including the support for submitting claims must always be developed in accordance with the times. Efforts to improve the process and provide certainty when settling claims are the homework of the insurance company to improve service to policyholders.

After the procedural process has been carried out an analysis of all complete information about the contents of all claims has been confirmed, the results of the decision will be confirmed to the Policy Holder or heirs. Insurance benefits cannot be returned by the claims department. There needs to be something related to things such as those committed by oneself or those suspended by a court involving those who have permanent legal force or commit crimes committed by the policyholder, at this time. Cannot pay insurance benefits the participant considers the Insured Party regarding the risks including the exclusion of the Policy in accordance with the agreed agreement as an insurance participant.

The difference in terms used in the same conventional resolution between conventional insurance and Islamic insurance related to the Insured used in conventional insurance as an insured object party with the Insured party in Islamic insurance. Meanwhile the term Premium in conventional insurance and Contribution in Islamic insurance has the same understanding as the general. Although the public or policy holders do not have differences of opinion in that term.

The ease, accuracy and speed of the process is part of the form of service for Policyholders for insurance service companies. Various business management points of view in general life insurance companies can be the policy determining variables as well as corporate management decision making. Of the several determining factors is that sharia life insurance is carried out and carried out in strict accordance with the provisions of Islamic sharia, represented by the provisions of the Sharia Supervisory Board (DPS) as guards so that the sharia life insurance business remains in accordance with Islamic sharia. In general, sharia group life insurance products also rely on maintenance insurance and the approval process is fast, appropriate in accordance with the provisions of the policy and can provide satisfaction solutions for policyholders.

In the fraud insurance and consumer protection journal (Sendra, 2017) explains general facts 3 (three) main dimensions of fraud in insurance are categorized as dimensionless subjects, the time dimension carried out during the guarantee process and the process of settlement (soft fraud) or approval that has been previously approved (hard fraud).

Saharuddin (2016) in the book of payment of compensation in sharia insurance payment at the consideration of the insurance company providing compensation to participants or policyholders related to business relations, related to the risk of following up into the case of the authorities, changes made by the company by the agent or procedural error.

2. Literature Review

Sharia Life Insurance

The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) in its fatwa on general guidelines for sharia insurance, provides a definition of insurance. Sharia Insurance (Ta'min, Takaful, Tadhmun) is an effort to protect each other and help among a number of people / parties through investments in the form of assets and or tabarru 'which provides a pattern of return to deal

with certain risks through contracts (agreements) that are in accordance with sharia. Premiums or contributions to Sharia Insurance are a number of funds paid by participants consisting of savings and tabarru funds'. Savings funds are safekeeping funds from Sharia Insurance participants (life insurance) and will get alokais for profit sharing (al-mudharabah) from the net investment income obtained each year. Savings funds along with the allocation of profit sharing will be returned to the participant if the relevant participant submits a claim, either in the form of cash value claims or insurance benefit claims. Whereas Tabarru 'is a donation or benevolent fund given and affirmed by insurance participants if at any time it will be used to pay claims or insurance benefits (life insurance or general insurance) based on the National Sharia Board Fatwa No.21 / DSN-MUI / X / 2001 About the general guidelines for Sharia Insurance.

The Indonesian Ulema Council, through the National Sharia Council, issued a special fatwa on General Guidelines for Sharia Insurance. First, general provisions, Sharia Insurance is an effort to protect and help each other among a number of people / parties through investments in the form of assets and / or tabarru 'which provides a pattern of return to face certain risks through contracts that are in accordance with sharia. Does not contain gharar, maysir, usury, zulmu, riswah, haram and immoral goods. Tjjarah contract and Tabarru contract 'for the purpose of goodness and help, premiums or contributions and claims which are the participant's rights that must be granted by the insurance company in accordance with the agreement in the contract. The two contracts are in insurance, then the third is the position of each party in the tjjarah and tabarru contract '. Fourth, the provisions in the tjjarah and tabarru contract 'and the five types of insurance and the contract, and finally the premium based on the type of the tjjarah contract and the type of the tabarru contract'. To determine the amount of premium or contribution, the insurance company can use the mortality table reference for life insurance and morbidity table for health insurance, with the condition that it does not include usury in its calculation. Takaful in the sense of muamalah is upheld over 3 (three) basic principles of mutual responsibility, mutual cooperation and mutual assistance and protection, this is based on the 1984 Takaful Malaysian Guidelines.

Based on Anthoni (2016), the standard operating procedures determined by the company must be carried out properly and appropriately. Standard operational procedures not only guide routine work procedures that must be carried out, but also function to evaluate the work that has been determined, whether the work has been done well or not, what obstacles are faced, why these conditions can occur so that companies can make decisions that are right through standard operational procedures.

In Article 246 KUHD provides a definition of an insurance agreement that is an agreement where the insurer enjoying a premium bind himself to the insured to free him from losses and losses, losses or lack of expected benefits, which will be suffered by him because of an uncertain event. The premium or contribution of sharia insurance in sharia insurance consists of tabarru 'and savings (for life insurance) as well as tabarru' elements only (for loss insurance and term insurance in life insurance). In general, sharia insurance company income is received from ujarah, underwriting surpluses, investment returns and insurance commissions (if any). Most of the benefits for life insurance are obtained from sharply justified investment returns, both from bank deposit investments and other investment instruments and are shared with profit sharing provisions (al-mudharabah).

Ex Gratia Life Insurance Claims

Based on the Indonesian General Dictionary, life insurance claims are claims for something deemed to be a right. Ex Gratia is a payment paid by the guarantor to the insured, but actually the guarantor has no obligation to pay. Therefore, the payment is not binding the amount determined by the guarantor because payment through Ex Gratia is a voluntary payment from the guarantor, according to the explanation of Augen Wollan (2003). A Hasyim Ali et al (2000) explained that Ex

Gratia payment was a settlement of a claim by an insurance company, even though the company did not feel obliged to pay it legally. Moch. Anwar Abdullah (1996) explains that Ex Gratia payment is a claim payment based on the view of an insurance company that has no legal obligation.

Bryan A. Garner (1960) explained that Ex Gratia as a favor; not a legally necessary (a legally unnecessary assistance) and Ex Gratia payment: a payment not legally required; esp., an insurance payment is not required to be made under an insurance policy (a payment that is not required by law, specifically for payments according to the policy cannot be guaranteed). Ex Gratia is the payment of a claim made by a company that actually legally and technically raises a problem so that the company does not have the responsibility to pay the claim, but because the insurance company's policy is still paid through Ex Gratia claims payment based on Baris Soyer (2006). Syafanul Khairi, in *Regarding General Insurance and Reinsurance Claims* (2005) explained that the Ex Gratia claim is a claim that is technically not guaranteed by the policy requirements and clauses attached to the policy, but in practice it still requires payment. Funds managed by the company consist of Tabarru Funds' collected from participants as well as company funds owned and managed by the company to run its business.

In sharia insurance the claim payment source is obtained from tabarru 'account, which is a fund account, please help from all participants who from the beginning have been determined sincerely by the participants for the needs of their brothers and sisters if there is a destiny of God to die or suffer a material loss, accident, and so. In the paradigm of an Islamic society that understands the meaning of being in a position of piety or helping one another with an insurance system and foundation based on Islamic law, the Tabarru Fund expenditure is truly lived in the context of worship, merely expecting Allah's reward and pleasure.

According to (Wandita, 2014) that the authority of the president director or board of directors is related to the approval of the ex-gratia claim payment policy in terms of resolving claim disputes so that there is a solution to submit a claim as the application of the ex-gratia principle. Requirements so that the company can provide protection for policyholders who submit ex-gratia claims including policies, receive confirmation of rejection of claims, the existence of business significance between the company and policyholders. (Junnatan, 2018) explains in the abstract that the term Ex Gratia is a voluntary claim payment for the submission of a claim that does not meet the conditions of the claim. Based on this basis, it was explained that the parties would find it helpful to obtain a solution from the decision of the Ex Gratia claim. Ex Gratia claim settlement is a policy taken by the head of the insurance company. The application of the ex-gratia principle so that it can provide protection for every insured whose claim of insurance is denied must fulfill a number of conditions; the existence of an insurance policy, the existence of a claim rejection, the existence of a significant business relationship with the insured, the company's financial condition in a safe position, and the approval of the directors or the president director.

In a study (Baehaki, 2019) concerning analysis of standard operating procedures for participant claim settlement at an Islamic insurance brokerage company, it was explained that reporting and providing complete and valid claim submission documents must be submitted by participants in accordance with applicable regulations so that they can be further processed. The next procedure brokerage company will continue and report to the insurance company to be followed up in accordance with the provisions of claim settlement and waiting for the decision to submit the claim.

Nurfadhilah (2018) in a juridical analysis of the settlement of motor vehicle insurance claims based on the Ex Gratia clause, it was explained that there was a principle conclusion which must be implemented by an insurance company, one of which was *nemo plus*, which means that it did not get something that exceeded its rights. Then the urgency of resolving Ex Gratia claims can be arranged as a clause on the Policy while determining the scope of Ex Gratia's scope can be used.

In a research journal (Sari, 2019) regarding the settlement of Ex Gratia claims, it is explained that the Civil Code (KUHPer) Article 1.320 states that for an insurance policy agreement to be valid, it must fulfill the provisions including being able or able to make an agreement, agreeing that those

who bound themselves, a certain halal thing and cause. If a dispute arises in the future between the parties, the settlement can be done through court (litigation) and outside the court (non-litigation). Ex Gratia's claim does not deviate from the provisions contained in the two laws, i.e. Law Number 40 of 2014 concerning Insurance and Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

In the book *Legal Aspects of the Insurance Agreement* (Rastuti, 2016) explaining that the reinsurance party is responsible only to the extent of making a valid claim and must be paid by the insurance company for the amount of the loss. Based on the theory or in practice, the reinsurance party may be asked for approval to approve the settlement of the claim by compromise (Ex Gratia). In a journal (Santini, 2018) research that uses normative law is research that has the object of study of rules or rules. The aim is to determine the validity of the rejection of insurance claims made by insurance companies in accordance with the existing insurance policies and regulations and to determine the default payment of insurance claims because the submission is postponed by the marketing party as a collector of claim submissions that have been received from policyholders.

3. Methods

The research instruments used in this study included conducting interviews by making a list of questions to users relating to the settlement of PT XYZ's standard Sharia life insurance claims and the Ex Gratia category. Questions raised by the researcher are matters relating to the workflow of the process of claim resolution in general or standard and the difference with the settlement of claims submitted by Ex Gratia. What documents are needed and are completed by the Policy Holder and heirs as supporters of the requirements for settling the claim. Documentation by collecting documents and supporting data from research objects related to the settlement of sharia life insurance claims. The documentation made by the researcher is obtained from observations to the company in the Claims Operational Division as a work unit that carries out verification, analysis, investigation and decision making whether submission of claims submitted from policyholders or heirs can be accepted or rejected by the company. Literature study, carried out by gathering various information both from books, research journals and other literature as a supporter of the completion of this research. The legal basis for resolving Ex Gratia claims taken by management as well as Company procedures or regulations relating to those claims becomes a reference for the Researcher's literature study in addition to the results of previous studies that have been carried out relating to Ex Gratia claims. Sharia principles and points of view as well as management references from regulators are also used as material for study literature for the research conducted.

Methods of data collection have been determined beforehand, researchers conducted data collection from the results of interviews conducted on the research object. Collecting theories and implementation of Ex Gratia claim settlement from various libraries as well as some previous studies as part of this research series. Documentation of the implementation of the Ex Gratia claim settlement process by the Islamic life insurance company was collected as a supporter of the completion of this research. The method of data analysis uses descriptive qualitative methods by conducting research directly on the research object, namely the Company, and also describes the workflow and process undertaken to complete the submission of standard claims and settlement of claims for the Ex Gratia category. In addition, researchers also compared the differences between the process of filing a standard claim with the process of filing a claim with the Ex Gratia category. The presentation of the differences between the two claims processes will be explained in the discussion on the results of the study. In addition, the factors that influence the completion of the Ex Gratia claim submission will also be discussed as part of the consideration for settling the claim.

4. Results and Discussion

Procedure for settling claims for an Islamic insurance company is carried out by a party or part of the company that is involved in settling the claim. identify, verify and analyze the claim submission as well as the financial department that pays the claim if the claim submission is approved. Standard Operating Procedure (SOP) Claims are explained as follows:

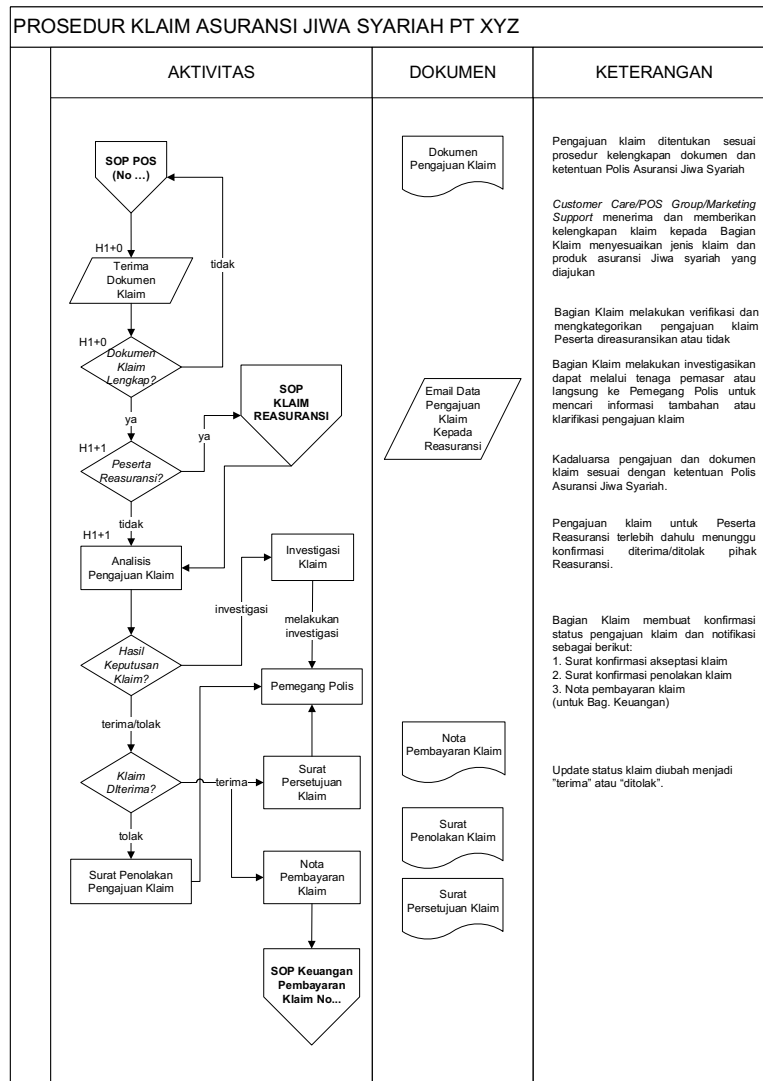


Figure 1. Standard Operating Procedure (SOP) Claims

The Operational Division consists of Underwriting, Reinsurance, Owner Services (POS) Policy, Claims and Customer Service. With the first workflow explanation, the operational department receives the claim submission document from the Policy Holder or heir directly or through the marketing department. Second, the operational section checks the filing of documents in accordance with the provisions of the Policy related to the completeness of the documents and the filing of the claim submission form. Third, if the document is incomplete, it will be returned to the Policy Holder or heirs and if it is complete, the reinsurance membership will be checked. Fourth, if the documents are complete, the insurance membership will be checked, if the claim submission is insurance participation, it will be confirmed by the reinsurance party and if there is no direct identification, verification and analysis of claims. Fifth, the analysis of claims is carried out in relation

to the complete claim documents that have been submitted by the claims department to produce a decision on the claim submission.

Sixth, the results of the claim decision will result that further investigation of the claim will be conducted or the decision to accept or reject the claim. Seventh, the claim investigation is carried out in the claim section where the results of the investigation will be informed to the Policy Holder whether the claim was accepted or rejected. Eighth, if previously the decision taken is to accept or reject a claim, it will be submitted to the Policy Holder or Heirs. If the claim submission is rejected then a claim rejection letter will be submitted and if the claim submission is approved or accepted, a claim approval letter will be submitted to the Policy Holder or Heirs. Finally, in parallel or in conjunction with the claims department will make a letter of claim approval to the Policy Holder and Heirs and make a memorandum or memo payment of claims to the financial department so that the nominal claims submitted can be immediately paid to the Policy Holder or Heirs in accordance with the provisions of the procedures of the financial section. Claim documents needed in the claim process as input and output of the claim settlement process include the completeness of the claim documents in accordance with the provisions contained in the Policy, e-mail documents and attachments for submitting claims to Reinsurance, confirmation e-mail documents for approval or rejection of claims from Reinsurance, notes or memos payment of claims from the operational department to the financial department, the letter of approval or rejection of the claim.

Procedure for Completion of Ex Gratia Claims for Ex Gratia Sharia Insurance Companies. Broadly speaking, the parties or parts involved in settling claims for the Ex Gratia category claim are the same as settling the standard claim submission. The process of filing a claim for the Ex Gratia category can be carried out if the results of the submission of a standard claim previously rejected part of the claim. The next condition if the result of submitting a standard claim that has been rejected is submitted again by the Policy Holder or the Insured Party or the Heirs, then the marketing department can submit a proposal for the Ex Gratia category to the company's management. If the results can be agreed with certain conditions or in part or in full then the submission of the claim can be given to the claims section to be processed in accordance with the direction and instructions of the company's management.

Submission of claims under the Ex Gratia category to sharia life insurance companies can be done both for individual sharia life insurance products and group sharia life insurance. The settlement process that is generally carried out is for group sharia life insurance products because most individual sharia life insurance products already have standard product provisions, whereas for group sharia life insurance products generally in the initial insurance closure business considerations and products that tailor made in their implementation result. There are so many different provisions, treatments, management and policies that are applied from the beginning for each group sharia life insurance policy.

The first operational workflow of Ex Gratia claim settlement, the letter of refusal to submit a claim is given operational part to the marketing department to be forwarded to the Policy Holder. Second, the Policy Holder will analyze and study whether the rejection of the claim is acceptable or will make an appeal of the rejection of the claim submitted. Third, the Policy Holder sends a letter to the Company which contains the reasons and requests for clarification of the rejection of the claim by attaching supporting documents for the appeal. Fourth, the marketing department received an appeal letter from the Policy Holder for submitting a claim that had been rejected by the previous operational section. Fifth, communication between the Policy Holder and the Company is carried out through the marketing department related to the submission of a rejected claim and an appeal letter from the refusal to submit a previous claim. Sixth, the marketing department analyzes the Policy Holder's business from the appeal of the Ex Gratia claim and provides recommendations for recommendations which will then be forwarded to the company's management as the decision maker. Seventh, company management decisions as policy makers will be informed back to the marketing

department. Eighth, if the decision to appeal the Ex Gratia claim is rejected, the marketing department will make a confirmation letter refusing the submission of the appeal claim to the Policy Holder. Ninth, if the Ex Gratia claim submission is received by management, the marketing department will make a memo requesting the completion of the Ex Gratia claim submission to the operational department for processing and forwarding it to the finance department for payment of claims to the Policy Holder according to the decision of the company's management.

Differences in Procedure for Settling Submission of Standard and Ex Gratia Life Insurance Claims at Sharia Insurance Companies. Based on the workflow of the process of settling life insurance claims at PT Asuransi Jiwa Syariah PT. XYZ can be explained that the Ex Gratia category life insurance claim settlement procedure can be carried out or carried out if the standard Sharia life insurance claim settlement procedure has been carried out and has resulted in a decision on identification, verification, investigation and analysis that the claim submitted was rejected. Information about rejecting claims can be submitted directly to the Policy Holder or through the marketing department that owns the business or client. The process of filing an Ex Gratia claim can be submitted if the Policy Holder wishes to re-submit or make an appeal against the refusal of filing a previous claim by providing and preparing documents for re-submission of claims through the marketing department. Subsequently the submission of the appeal claim by the Policy Holder must be sent through the marketing department to be submitted to the Management of the Company. Submission of Ex Gratia claims will be analyzed with various provisions and considerations of the Company's Management to produce a decision that the filing of a claim back or appeal (Ex Gratia) can be accepted or rejected by the Company. The results of the decision to file the Ex Gratia claim will be documented by the Marketing department as evidence of the company's management's decision regarding the claim submitted.

If the Company's Management accepts the appeal claim, the Marketing Department will make an internal note or memo to the Claims Section in the Operations Division to make the payment process related to the completion of the Ex Gratia claim for the membership. Furthermore, the Claims Section will make an internal memorandum or memo to the Finance Department to make payments for the settlement of life insurance claims to the Policy Holder or Heirs in accordance with the provisions of the Policy and the Company. Additional documents that must be completed as a support for filing an Ex Gratia claim are a letter of appeal submission to the Company from the Policy Holder as well as a memorandum or memo requesting for an Ex Gratia claim from the marketing department along with information and information on the reasons for filing the Ex Gratia claim.

5. Conclusion

Ex Gratia claims are filed after the results of the claims analysis are completed with the decision rejected by the claims department. The Ex Gratia claim process is carried out by re-submitting a claim that has been rejected by the company from the Policy Holder submitted through the Marketing Department. The decision to submit the Ex Gratia appeal claim will be submitted to the Board of Directors of the Marketing Department and the results of the decision to re-submit it will be forwarded to the claims section to be forwarded to the Policy Holder. The outcome of a claim decision is given by accepting a claim by paying a portion of the Insurance Benefit or rejecting the claim.

Various factors will be considered in determining the decision to file an Ex Gratia claim by looking primarily at the business, financial and operational aspects of the company. The business factor is the main factor he did to settle the Ex Gratia claim. To be able to accommodate this, the support of data supporting management decision making is an important factor in the settlement of these claims.

The provisions of the Policy from the beginning of the issuance of the Policy to be made to be able to accommodate efforts to reduce the occurrence of submission of Ex Gratia claims which are

standardized or normally rejected because they conflict with the Policy. This business can be carried out by conducting a good and proper identification according to the wishes of the Policy Holder from the beginning of the submission of a spec specs for a group of sharia life insurance products to be adjusted with the calculation. With the effort to prevent the filing of Ex Gratia claims early, during the insurance management period, the Policy Holder can get the claim payment right faster according to the existing provisions. The insurance company can also reduce the submission of Ex Gratia claims submitted by the Policy Holder.

The frequency of filing claims for the Ex Gratia category is expected to be controlled or can be limited considering the use of funds for settling Ex Gratia claims originating from company funds, because in essence the submission of the claim is rejected in the sense that it cannot be approved or is not in accordance with the provisions of the Sharia insurance policy claim. Changes and adjustments to the provisions of the Islamic insurance policy can be proposed as an effort to reduce the filing of claims for the Ex Gratia category. In addition, the improvement and development of corporate information systems should be carried out routinely and continuously (Decision Support System).

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