

**LEGAL ANALYSIS ON THE INSURABLE INTEREST PRINCIPLE AND
BANKER'S CLAUSE IN INSURANCE AGREEMENT
(CASE STUDY: YOSEP V. PT. ASURANSI JASA INDONESIA & BANK
NEGARA INDONESIA)**

By:

Joshua Pramana¹ and Karina Dwi Nugrahati Putri²

ABSTRACT

This legal research has a purpose of understanding the effect of implementation of Banker's Clause and insurable interest principle in the case *Yosep v. PT. Asuransi Jasa Indonesia & Bank Negara Indonesia*.

During the research, the author has used the normative-empirical method to analyze the data. The normative legal research approach is important to analyze regulations, books and other literature which are relevant to the existence of Banker's Clause, the implementation of insurable interest principle and how both apply in the insurance agreement. Furthermore, empirical legal research is important to understand the practical implementation of Banker's Clause and insurable interest principle in a real case.

After the research, the author can conclude that credit agreement is categorized as primary agreement. Meanwhile, insurance agreement is categorized as collateral agreement or *accessoir* agreement. The relationship between primary agreement and the collateral agreement will have legal consequence towards the implementation of banker clause. Banker's clause will change the status of compensation if there are three conditions, when credit agreement still exists, when Yosep has failed to fulfill his obligation under the credit agreement, and the last condition is when collateral agreement still exists.

Keywords: Insurance, Banker's Clause, Insurable Interest, Insurance Agreement

¹ Student of Faculty of Law of Universitas Gadjah Mada

² Lecture of Faculty of Law of Universitas Gadjah Mada

**ANALISA HUKUM TERHADAP ASAS INSURABLE INTEREST DAN
KLAUSULA BANK DALAM PERJANJIAN ASURANSI
(STUDI KASUS: YOSEP V. PT. ASURANSI JASA INDONESIA & BANK
NEGARA INDONESIA)**

Oleh:

Joshua Pramana¹ dan Karina Dwi Nugrahati Putri²

INTISARI

Penelitian hukum ini bertujuan untuk memahami dampak dari aplikasi klausula bank serta penerapan asas insurable interest dalam studi kasus Yosep v. PT. Asuransi Jasa Indonesia dan Bank Negara Indonesia.

Dalam melaksanakan penelitian, penulis menggunakan metode normatif-empiris. Metode normatif digunakan untuk menganalisa peraturan perundang-undangan, buku-buku dan literatur hukum yang berkaitan dengan klausula bank, penerapan asas insurable interest, serta pengaplikasian keduanya dalam perjanjian asuransi. Sementara metode empiris digunakan untuk memahami penerapan klausula bank dan asas insurable interest dalam realisasi kasus nyata.

Setelah melaksanakan penelitian, penulis dapat menyimpulkan bahwa perjanjian kredit merupakan perjanjian pokok dalam kasus Yosep v. PT. Asuransi Jasa Indonesia dan Bank Negara Indonesia. Sementara perjanjian asuransi merupakan perjanjian jaminan atau perjanjian yang bersifat aksesoir. Hubungan antara perjanjian pokok dan perjanjian jaminan berpengaruh terhadap penerapan klausula bank. Klausula bank dapat mengakibatkan perubahan penerima kompensasi apabila terjadi dalam 3 kondisi, saat perjanjian pokok masih berlaku, saat penerima kredit gagal memenuhi kewajiban dalam perjanjian kredit, dan saat perjanjian asuransi masih berlaku.

Kata Kunci: Asuransi, Klausula Bank, Asas Insurable Interest, Perjanjian Asuransi

¹ Mahasiswa Fakultas Hukum Universitas Gadjah Mada

² Dosen Fakultas Hukum Universitas Gadjah Mada