DISPARITAS PUTUSAN HAKIM TERKAIT KEDUDUKAN DANA ASURANSI JIWA KONVENSIONAL SEBAGAI SALAH SATU OBJEK SENGKETA DALAM PERKARA KEWARISAN ISLAM

INTISARI

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Penelitian ini bertujuan untuk mengetahui dan menganalisis dasar pertimbangan hakim pada Pengadilan Agama sehingga terdapat disparitas putusan terkait kedudukan dana asuransi jiwa konvensional sebagai salah satu objek sengketa dalam perkara kewarisan Islam. Selanjutnya mengkaji dan menganalisis kedudukan yang ideal terkait dana asuransi jiwa konvensional sebagai salah satu objek sengketa dalam perkara kewarisan Islam.

Penelitian ini dilakukan dengan metode penelitian hukum normatif yang bersifat deskriptif. Jenis data yang digunakan dalam penelitian ini adalah data sekunder melalui teknik studi kepustakaan dan didukung oleh data primer melalui wawancara narasumber kepada beberapa narasumber. Adapun data yang dikumpulkan kemudian akan dianalisis menggunakan metode kualitatif yang menghasilkan data deskriptif-analisis.

Hasil penelitian atas permasalahan adalah pertama, terdapat perbedaan dasar pertimbangan hukum antara putusan hakim pada Pengadilan Agama mengenai kedudukan dana asuransi jiwa konvensional. Pada Putusan PA Bima Nomor : 1014/Pdt.G/2017/PA.Bm, hakim menilai dana asuransi jiwa termasuk dalam bagian harta bersama karena premi dibayar dari harta bersama dan tidak ada perjanjian kawin, sedangkan Putusan PA Baubau Nomor : 0163/Pdt.G/2017/PA.Bb, memutus dana asuransi jiwa termasuk dalam bagian harta warisan karena berdasarkan fakta di persidangan yaitu terbukti adanya proses pengurusan pencairan dana asuransi jiwa atas nama pewaris. Terhadap Putusan PA Gorontalo Nomor: 0525/Pdt.G/2015/PA.Gtlo, hakim menilai dana asuransi jiwa bukan bagian dari harta warisan melain hak individu yang tercantum dalam polis asuransi berdasarkan yurisprudensi dan perjanjian polisnya. Kedua, kedudukan dana asuransi jiwa konvensional sebagai harta bersama dianggap lebih ideal dibandingkan sebagai harta warisan atau hak individu yang tercantum dalam polis, karena terlihat bahwa dari beberapa kasus dalam penelitian ini premi yang dibayarkan bersumber dari harta bersama.

Kata Kunci: Disparitas Putusan Hakim, Dana Asuransi Jiwa Konvensional, Kewarisan Islam.

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DISPARITIES IN JUDGES DECISIONS REGARDING THE STATUS OF CONVENTIONAL LIFE INSURANCE FUNDS AS AN OBJECT OF DISPUTE IN ISLAMIC INHERITANCE CASES

ABSTRACT

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The objectives of this research are to identify and analyze the basic considerations of Religious Court judge's which give rise to disparities in judges decisions regarding the status of conventional life insurance funds as an object of dispute in Islamic inheritance cases. Then, examine and analyze the ideal status regarding conventional life insurance funds as an object of dispute in Islamic inheritance cases.

This research used a descriptive normative legal research method. Secondary data from literature reviews and primary data from interviews with sources relevant to the research topic were the types of data used in this research. Following data collection, qualitative techniques will be used to analyze the data and make descriptive-analytical data.

According to the findings of the research on this problem, first, judges of Religious Courts have different bases for their legal considerations when it comes to the status of conventional life insurance funds. In the Bima Religious Court Decision Number : 1014/Pdt.G/2017/PA.Bm, the judge determined that the life insurance funds were part of the community property because insurance premiums were paid from community property and there was no marriage agreement, while the Baubau Religious Court Decision Number : 0163/Pdt.G/2017/PA.Bb, determined that the life insurance funds were part of the inheritance because it accorded with the facts of the trial it was proven that there was a process of managing the disbursement of life insurance funds in the name of the testator. Regarding the Gorontalo Religious Court Decision Number : 0525/Pdt.G/2015/PA.Gtlo, the judge determined that the life insurance funds were part of the individual rights stipulated by the insurance policy rather than the inheritance. Secondly, the position of conventional life insurance funds as community property is considered more ideal than as inheritance or individual rights stated in the policy, because it can be seen that in several cases in this research the premiums were paid from community property.

***Keywords**: Disparities in Judges Decisions, Conventional Life Insurance Funds, Islamic Inheritance Cases.*

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