

PEMBEBANAN POLIS ASURANSI JIWA SEBAGAI JAMINAN KREDIT DALAM KONDISI DEBITUR MENGALAMI RISIKO KEMATIAN (Studi Kasus PT. Prudential Life Assurance Cabang Surakarta)

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INTISARI

Penelitian hukum ini menganalisis mekanisme pembebanan polis asuransi jiwa sebagai jaminan kredit untuk mitigasi risiko gagal bayar akibat kematian debitur, dengan studi kasus di PT. Prudential *Life Assurance* Cabang Surakarta. Tujuan dari penelitian ini mencakup dua hal, pertama adalah untuk mengetahui dan menganalisis pengikatan Fidusia atas Polis Asuransi Jiwa dalam melindungi lembaga pembiayaan dari resiko gagal bayar akibat kematian debitur. Kedua, Untuk mengetahui dan menganalisis eksekusi pembayaran klaim manfaat asuransi jiwa dalam hal polis asuransi mengalami lewat waktu (*lapsed*) untuk pemenuhan piutang kreditur.

Penelitian ini menggunakan metode yuridis-empiris dengan pendekatan studi kasus. Pengumpulan data dilakukan melalui studi kepustakaan terhadap peraturan perundang-undangan seperti Undang-Undang Jaminan Fidusia dan Undang-Undang tentang Asuransi, serta penelitian lapangan melalui wawancara dengan pihak terkait di PT. Prudential *Life Assurance* Cabang Surakarta dan pihak Bank.

Hasil penelitian menunjukkan bahwa pengikatan polis asuransi jiwa sebagai jaminan kredit dilakukan melalui dua mekanisme hukum utama: perjanjian jaminan Fidusia atas hak tagih klaim dan pengalihan hak manfaat melalui *Banker's Clause*. Mekanisme ini memberikan perlindungan hukum yang kuat bagi kreditur, karena adanya sertifikat Fidusia, dan *Banker's Clause* memastikan manfaat asuransi (Uang Pertanggungan dan Nilai Tunai) dibayarkan langsung kepada bank. Namun, eksekusi ini sangat bergantung pada status aktif polis. Upaya pemulihan hak klaim hanya dimungkinkan jika debitur meninggal dunia dalam masa tenggang (*Grace Period*) atau jika polis berhasil diaktifkan kembali melalui proses pemulihan polis (*Reinstatement*).

Kata Kunci: Asuransi Jiwa, Jaminan Kredit, Fidusia

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**THE ASSIGNMENT OF A LIFE INSURANCE POLICY AS LOAN SECURITY
IN THE EVENT OF THE DEBTOR'S MORTALITY
(A Case Study of PT. Prudential Life Assurance, Surakarta Branch)**

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ABSTRACT

This legal research analyzes the mechanism of utilizing life insurance policies as credit collateral to mitigate the risk of default resulting from the debtor's death, featuring a case study at PT. Prudential Life Assurance, Surakarta Branch. This study aims: first, to identify and analyze the implementation of a Fiduciary Agreement on life insurance policies to protect financing institutions from the risk of default caused by the debtor's death. Second, to identify and analyze the execution of insurance benefit claim payments for the settlement of the creditor's receivables in the event the policy has lapsed.

This study employs a juridical-empirical method with a case study approach. Data was collected through a literature review of relevant laws and regulations, such as the Fiduciary Guarantee Law and the Insurance Law, as well as through field research involving interviews with concerned parties at PT. Prudential Life Assurance, Surakarta Branch, and the lending bank.

The findings indicate that binding a life insurance policy as credit collateral is executed through two primary legal mechanisms: a fiduciary guarantee agreement over the right to claim and the assignment of policy benefits via a Banker's Clause. This framework provides robust legal protection for the creditor, as the fiduciary certificate grants direct execution rights, and the Banker's Clause ensures that insurance benefits (Sum Assured and Cash Value) are paid directly to the bank. However, the execution of this collateral is critically dependent on the policy's active status. The recovery of claim rights is only possible if the debtor passes away during the Grace Period or if the policy is successfully reactivated through the Reinstatement process.

Keywords: Life Insurance, Credit Collateral, Fiduciary Guarante

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