

LEGAL RESPONSIBILITIES OF PT. INSURANCE OF INDONESIAN SERVICES IN COMPLETION OF CLAIM INSURANCE OF TRANSPORTATION OF GOODS IN SEA

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ABSTRACT:

Transportation by sea must be based on consideration, both in economic terms and in terms of security or safety. Ships are able to transport goods in relatively large quantities compared to using transportation by land or air, especially if the goods have the property not easily damaged or rotten. The importance of protection for assets or wealth, both personal and corporate property, encourages many people or companies to look at the insurance industry as a way to anticipate losses suffered by the community and entrepreneurs. The development of existing problems and emerging now, so many insurance companies that offer a variety of different types of profit products, the benefits derived from insurance products lead to different risk coverage. The process of settling insurance claims for the transport of goods at sea by PT. Asuransi Jasa Indonesia, namely: the insured claims report, claim research, initial loss report, preliminary survey, preliminary analysis, temporary loss report, independent surveyor / loss adjuster / average adjuster, claim support documents, claim submission to headquarters, claim decision, report claim settlement, claim recovery. The form of responsibility given by PT. Asuransi Jasa Indonesia in settling insurance claims for the carriage of goods at sea is to provide compensation to the insured in accordance with the agreement that has been reached between the insured and the guarantor, namely PT. Insurance Services Indonesia. The conditions of coverage used by PT. Asuransi Jasa Indonesia for the settlement of sea freight insurance claims using Lloyd's standard conditions, the Institute Cargo Clauses. Lloyd's standard conditions, namely: Full Cover or Institute Cargo Clauses A (ICC. A 1/1/82), Restrictd Full Cover or Institute Cargo Clauses B (ICC. B 1/1 82), Stranding Cover or Institute Cargo Clauses C (ICC. A ICC C 1/1/82). Generally from the three Lloyd's standard conditions above, PT. Asuransi Jasa Indonesia uses or uses the Full Coverage condition or Institute Cargo Clauses A (ICC. A 1/1/82)

Keywords: *sea insurance, legal protection, insurance*

INTRODUCTION

The transportation of goods by sea is greater in scale compared to the transportation of goods by land or air. This means that there are opportunities for sea perils. One of the problems that transporters fear is accidents and loss of goods to be shipped, one of which is by sea. With the possibility of an accident or loss of goods, the sender of the goods (shipper) transfers or delegates the risk to other parties or other business entities, namely insurance.

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using transportation by land or air, especially if the goods have the property not easily damaged or rotten. The importance of protection for assets or wealth, both personal and corporate property, encourages many people or companies to look at the insurance industry as a way to anticipate losses suffered by the community and entrepreneurs. The development of existing problems and emerging now, so many insurance companies that offer a variety of different types of profit products, the benefits derived from insurance products lead to different risk coverage.

Insurance companies that are willing to cover goods during transportation from the port to the destination, greatly ease the burden of the owner of the goods in the case of claims for compensation against the carrier. For example if the claim for compensation submitted by the owner of the goods turns out to be rejected by the carrier, then the claim for compensation can be transferred to the insurance company that bears the goods. According to Emmy Pangaribuan Simanjuntak in Indonesia there are various kinds of risk coverage based on the type of coverage. In general, insurance can be divided into:

1. Insurance for losses.
2. Sum insured.

The loss insurance is an insurance agreement which in the pure sense must contain the purpose that the loss that is really suffered by the insured party will be reimbursed by the insurer, because in it there is a compensation. The sum insured is an insurance where the compensation provided by the guarantor cannot actually be said to be a compensation, because the person receiving the compensation does not receive compensation that is truly in accordance with the loss he suffered. The compensation received is actually the result of determining a certain amount of money agreed upon by the parties (Emmy Pangaribuan Simanjuntak, 1980: 8-9).

Based on the above coverage, a mutual agreement between the parties will arise, including:

1. The guarantor party, is the party to whom the risk is assumed to be borne by the insured himself due to suffering loss as a result of an unspecified event.
2. The insured party, is the opposite party of the guarantor who enters into the insurance agreement. Usually this is also an interested person.

The above understanding then makes the insurance company start developing business by trying to attract the public by offering conveniences and other insurance products. In essence, insurance or insurance institutions other than as a transitional institution through payment of premiums provided by the insured community to the guarantor, payment of premiums and funds from the community are based on the presence of risk (Sri Rejeki Hartono, 1991: 17).

Risk in insurance is generally used in the sense of the possibility of suffering a loss caused by an event when the insurance is closed is not known whether or when it will occur. These non-compulsory events can be in the form of force majeure (events that occur outside human control, such as earthquakes, tsunamis, etc.), one's own mistakes or the actions of others (Gunanto, 2003: 2). The above description shows that insurance companies become very vital or important for their existence as well as companies that need protection for their lives and property. Many companies in the form of limited liability companies (PT) are engaged in insurance. The legal basis of a limited liability company (PT) is in Law No. 40 of 2007 and Government Regulation No. 63 of 1999 jo Government Regulation No. 73 of 1992 concerning the need to increase the insurance industry. One insurance company that handles insurance problems in Indonesia is PT. Jasindo (PT. Asuransi Jasa Indonesia). Lots of products owned by PT. Asuransi Jasa Indonesia, which includes insurance products for the transportation of goods by sea. PT. Asuransi Jasa Indonesia is trusted by companies engaged in export import by sea to handle insurance of goods.

Problem

1. How is the process of settling insurance claims for the transport of goods at sea by PT. Asuransi Jasa Indonesia Surakarta Branch?
2. What obstacles are faced by PT. Asuransi Jasa Indonesia in carrying out the legal responsibilities of settling insurance claims for the carriage of goods at sea?

Research Methods

a. Type of Research

This type of research uses the normative legal research method, which is a scientific research procedure to find the truth based on legal scientific logic from the normative side (Johnny Ibrahim, 2006). In this normative law research is more focused on examining the application of the rules or norms in positive law, especially those relating to legal responsibilities of PT. Insurance of Indonesian service in completion of claim insurance of transportation of good in sea (Dewanta, Mukti Fajar dan Yulianto Achmad, 2013).

a. Type of Data

In normative legal research or library data collection techniques used are literature studies of legal materials, both primary legal materials, secondary legal materials and tertiary legal materials and or non-legal materials (Mukti Fajar, 2006).

- 1). Primary legal materials in the form of laws and regulations
- 2). Secondary legal materials are legal books and legal journals. In addition, legal dictionaries, and comments on court decisions relating to the object of research, and relating to writing.
- 3). Tertiary legal materials are materials that provide information about primary legal materials and secondary legal materials, such as: legal dictionaries, and language dictionaries. Non-Legal Materials, even in legal research in academic purposes non-legal materials.

c. Nature of Research

The research conducted is descriptive in nature, which is describing the symptoms of the community environment in a case which is a method of research that results in descriptive data. The author hopes to be able to further examine and provide researched data about the object under study as for the writer wants to give a description of the legal responsibilities of PT. Insurance of Indonesian service in completion of claim insurance of transportation of good in sea.

d. Research Approach

The research approach used in this paper is the statute approach. The statute approach is carried out by examining all laws and regulations relating to the legal issues being addressed. The research conducted is aimed more at the approach to laws and regulations associated with the issue of legal responsibilities of PT. Insurance of Indonesian service in completion of claim insurance of transportation of good in sea.

e. Data Analysis

Data Analysis Techniques used for this study are deductive analysis methods, namely data analysis methods starting with general postulates and certain paradigms as a base for starting conclusions..

Discussion

PT. Asuransi Jasa Indonesia (Jasindo) located on Jl. Slamet Riyadi no. 333 Solo. Ownership of land is now the property of the company so it is not possible to be exposed to cases that will

harm the company such as land disputes or evictions. Running a company's activities must have a goal as the basis for the establishment of the company. The objectives set by PT. Asuransi Jasa Indonesia (Jasindo) is as follows :

a. General purpose

General Purpose PT. Asuransi Jasa Indonesia (Jasindo) is to protect the public in general from a loss that may be caused by an event that was not previously known, so that it can continue to support the business of the community and help government revenues both from taxes and corporate taxes.

b. Special purpose

The specific objectives of PT. Asuransi Jasa Indonesia (Jasindo) is to increase premiums as income for the company, so that the company can continue to live in the future.

The insurance claim settlement process, is a way to settle compensation claims aimed at the insured to the insurer for the loss suffered. In completing the claim process, it is influenced by the presence of marine hazards that can lead to an event. The dangers of the sea or often also called the Maritime Perils are emphasized on the dangers that may occur during a cruise (incidental to the navigation of the sea), which is also commonly called the perils of the seas. One of the dangers of the sea that comes from outside the ship when sailing (the navigation of the sea) is the wind and big waves (wind and wave) which is also commonly referred to as bad weather (heavy weather). As a result of "wind and wave or heavy weather" this poses a danger to ships including cargo goods such as:

1. Ship stranded (stranded or grounded).
2. Ship collision (collision).
3. Sunk ship.
4. Sea water enters the ship's space (seawater damage).
5. Cargo items are thrown into the sea (washing overboard).

Other hazards that often occur in the ocean (from the loading port to the destination port) are

1. Fire
2. War perils.
3. Piracy (pirates and rovers).

Specifically for piracy operating in a country's territorial territory, it is referred to as "Pirates", whereas if piracy is carried out in a free ocean that is not a territorial sea of a country is called "Rovers".

4. Theft (thieves).

The risk of theft must be accompanied by an element of violence (violence). Theft carried out by a third party is usually called "Theft", whereas if the workers carrying out stevedoring activities are said to be "Pilferage" and if carried out by the crew of the ship carrying goods is called "Petty theft".

5. Detention, capture by the king, government or people (capture, restrains / detainments of princes of people).

It should be noted that the arrest, arrest and confiscation referred to above may be in the form of violations committed by the ship and also in the framework of legal proceedings (under legal process).

Other hazards outside the sea hazard as stated above are the dangers that arise in the process of loading and unloading of goods, namely:

1. Wrong stacking (faulty stowage / in ship space).
2. Goods damaged when loading and unloading (rough handling).

3. Goods lost during the loading and unloading process (pilferage).
4. Damaged / lost goods in a temporary storage area (loss of damage in temporary storage).

There is a need for written evidence called a policy in settling claims as a result of the event. Sea freight insurance policy better known as S. G. Form of Policy. In S. G. The Form of Policy is stated directly about the risks (marine perils) in the policy and can also be used directly to close the cargo coverage (marine cargo) and the framework of the ship (marine hulk). The development of the use of S. G. Form of Policy to close the insurance of goods together with the provisions of standard clauses known as the Institute Cargo Clauses 1/1/63 (F. P. A: WA All Risks). Sea freight insurance policy at this time is known as the MAR Policy. This policy contains a closing schedule that covers the price of coverage and the coverage rate and in the policy no longer includes guaranteed risks, because the guaranteed risk is seen in the standard clauses which are attachments to the policy. The standard clauses which are a display of the policy are also used by PT. Asuransi Jasa Indonesia (Jasindo) namely Standard Institute Cargo Clauses 1/1/82 (standard A, B and C).

Risks that are guaranteed or borne by PT. Asuransi Jasa Indonesia (Jasindo) in accordance with the Cargo Clauses Institute Standard, namely:

1. Full cover (ICC. A. 1/1/82) guarantees (except the risks that are excluded due to all losses or damage to the items covered, caused by hazards that come from outside. General average and salvage financing, which determined according to the transportation contract and / or governmental or customary regulations Liability to third parties if according to the transportation contract, the insured is responsible for third party losses.
2. Restricted full cover (ICC. B. 1/1/82) guarantees (except the risks that are excluded due to loss or damage to goods borne by Fire or blasting on ships. Ships or boats (which carry goods that are covered) stranded, imprisoned, drowned or seized) The collapse or destruction of the place of storage of goods Collision or contact with other ships or boats, crashing and or harbor dock or crashing objects floating in the sea, Demolition of goods in emergency ports (refugees) Earthquakes, mountain eruptions flames, lightning b) Loss or damage to goods covered, caused by: general average sacrifice Jettison Washing the deck of the ship (water enters the hold where the goods are stored when the deck is washed) The ship enters the lake or river Total loss each time when loading or unloading is discharged or detached from a boat or boat General financing and salvage financing, i determined according to existing transportation contracts or government and customary regulations. Liability to third parties if according to the transportation contract, the insured is responsible for third party losses.
3. Stranding cover (ICC. C 1/1/82) guarantees (except the risks that are excluded due to loss (damage) of insured goods, caused by fire or blasting on ships. Ships or boats (which carry goods that are stranded, stranded, sunk or seized) The collapse or destruction of the place of storage of goods Collision or contact with other ships or boats, crashing and or harbor dock or crashing objects floating in the sea, Disassembly of goods in emergency ports (evacuation) Loss or damage damage to goods borne, caused by the cost of general losses (general average) Disposal of goods into the sea (Jettision). Financing of general averages and salvages, which are determined according to existing transportation contracts or government and customary regulations. transportation contract, the insured is responsible for third party losses.

The three types of risks borne above, in settling marine cargo insurance claims PT. Asuransi Jasa Indonesia more often uses the Full Cover type of insurance or Institute Cargo Clauses A (ICC. A. 1/1/82) because the risk guaranteed by insurance companies is broader and more

comprehensive. General retail risks not covered by PT. Asuransi Jasa Indonesia, among others, loss or damage from intentional acts by the insured. Loss or damage due to leakage, loss of weight, wear and tear of the insured item. Loss or damage due to improper packaging. Loss or damage to the nature of the goods themselves. Loss or damage resulting from delays, except those related to general averages and rescue costs. Loss or damage arising from financial incapacity of the ship owner, charterer or ship operator. Loss or damage arising from the deliberate action of another person, who is not the insured, especially for ICC conditions. B and ICC. C. Loss or damage arising from atomic, nuclear, and radioactive weapons. Loss or damage due to ineligibility of the transport ship. Loss or damage if the insured knows that the ship is not seaworthy at the time the goods are loaded. Loss or damage caused by war, civil war, rebellion, revolution, civil upheaval and hostility towards the authorities. Loss or damage caused by detention, confiscation and arrest or temptations in that direction. Loss or damage caused by dangerous mines, torpedoes, bombs or dangerous war weapons. Loss or damage caused by strikes, termination of work or acts of a person in the context of work disruption, riots, riots and civil unrest. loss or damage caused by terrorists and political background actions. To replace the losses suffered by the insured, PT. Asuransi Jasa Indonesia (Jasindo) makes the claim process first

Requirements made by PT. Asuransi Jasa Indonesia (Jasindo) in the process of settling claims for transporting goods at sea, namely:

1. Insured Claim Report

Claim reports from the insured can be through oral and written approximately 3 x 24 hours. Receipt of claim reports from the insured can be by telephone or verbally and must be recorded in the claim report according to procedure. Completion of claim report must be complete and accompanied by the reporter's full name.

2. Claim Research

Research must include, among other things, the deadline for claim reporting. The object of loss is the object of cover. Coverage period. Cause of loss. Specific research on paying premiums is to determine the conditions for paying premiums on the coverage based on the Policy Provisions, contract policies or parent policies. Terms of the cooperation agreement. Decree, Board of Directors Instructions or applicable circulars. Other written special agreements. Deviations from the provisions for paying the premium payment mentioned above must be given an explanation and written income by the branch head.

3. Initial Report of Losses (Notification Of Loss)

For all claims (including incoming co-insurance claims), the branch office must inform the central office c.q the claim division no later than 3 x 24 hours after receipt of the loss event report from the insured or from the incoming co-insurance leader by sending a Notification of Loss. Submission of ZERO without the need to wait done a preliminary survey. b. ZERO is very important to be made and submitted to the head office for claim recovery.

4. Preliminary Survey

A preliminary survey should be carried out as early as possible and a report made. The form of preliminary survey reports is adjusted to the needs and conditions of the survey in the field.

5. Preliminary Analysis

To simplify the subsequent claims process, a preliminary analysis of the claim must be made. Preliminary analysis of claims based on data and research results claim validity. The preliminary analysis must be signed by the head of the technical unit or the head of the branch office.

6. Temporary Loss Report (LKS) and Preliminary Loss Advice (PLA).

All claims must be made immediately, including LKS coinsurance entry. Specifically for incoming co-insurance claims, because the estimated claims in the LKS dientry are net share Jasindo, the branch office must make a statement regarding the amount of the estimated claim 100%. The LKS and / or PLA must be examined / verified and signed by the head of the technical unit or the head of the branch office. The LKS must be sent to the head office cq the claim division no later than 7 (seven) days after the receipt of the incident report from the insured / co-insurance leader. Claims involving outgoing insurance / Pool, in addition to making LKS, are immediately controlled by the International LKS / PLA and sent to the members of the related insurance / Pool and 1 (one) copy is sent to the head office cq the claim division. If there are changes to the LKS data, the branch office must immediately make an addendum.

7. Independent Surveyor / Loss Adjuster / Average Adjuster

The appointment of Independent Loss Adjuster, Surveyor and or Average Adjuster is carried out if the estimated claim is material enough. Claims involving Co-insurance and / or Re-insurance. Claims are complicated and are expected to cause. problem in the future. The authority to appoint an Independent Surveyor / Loss Adjuster / Average Adjuster is at the central office cq. the claim division head. The decision to approve the cost of the Independent Surveyor / Loss Adjuster / Average Adjuster is made by the head office cq the claim division and settlement of payments is made by the head office at the expense of the branch office.

8. Claim Supporting Documents

Each claim must be accompanied by supporting documents that are complete, valid, accurate and can be justified. Claim supporting documents must be in accordance with the requirements of the specific claim policy. Claim documents requested to the insured must be in written form and reminder at least 2 (two) times a month. If the branch office has reminder 3 (three) times, but does not get a response / response from the insured, then the branch office must provide a time limit for the insured to provide his response, and if it still has not responded until the specified deadline, the claim referred to will be closed with the record No. claim.

Documents in the process of settling insurance claims at sea, namely: Principal Documents. Principal documents are documents supporting claims that must be fulfilled in each claim settlement for all Class of Business (COB). Special Documents Special documents are claim supporting documents that must be fulfilled in each claim settlement in accordance with the claim characteristics of each Class of Business (COB), and for marine cargo claims. Other Documents Other documents are documents supporting claims that are deemed necessary for the process of settlement of the claim in question and / or supporting supporting documents for kalaim, both the main and special documents.

9. Submitting a Claim to the Head Office

Submitting a claim to the head office cq. claims divisions must be accompanied by minutes / claims analysis and opinions of branch offices that are made carefully, accurately, precisely and can be accounted for. Must be equipped with supporting documents that are complete, valid, accurate and accountable, including a copy of the premium payment proof. Specifically for filing an Ex-Gratia or compromise claim, in addition to compliance with the provisions in the information above, it is also equipped with premium data, outstanding and settle claims, claim costs, commission / brokerage, at least the last three years of the insured concerned. Prospects or estimates of getting premiums from the insured concerned in the future. Other

data considered support the consideration of the branch office. The decision to settle the Ex-Gratia claim is under the authority of the board of directors. Whereas the decision to settle a compromise claim must be consulted verbally and in writing with the head of the claim division and / or board of directors.

10. Claim Decision

Things to Do Must pay attention to the basic principles of settlement of claims which include technical, legal and formal elements. Must pay attention to the validity of premium payments which must be in accordance with applicable regulations. Must monitor the progress of each claim. Must make a treatise / claim analysis by using the form in accordance with each COB and must be equipped with a claim adjustment analysis that is complete, precise, accurate, and accountable. Make claims carefully and accurately, so that mistakes can be avoided in determining the amount of compensation. Every decision to settle a claim must be chosen as an alternative that is not detrimental to the company and can be accounted for. In the event the decision to settle a claim has been agreed by the insured, then before claim payment is made, the Branch Office must examine the provisions relating to payment of claims and the validity of the parties claiming the claim.

Under the Limit of Claim Settlement Authority Branch Offices Must perform all the provisions as stated in the provisions above (things that must be done). Does not deviate from the applicable claim settlement authority limit. Decision settlement claims must be submitted to the insured in a fast, precise and accurate time. Must conduct an orderly administration of claims in accordance with applicable regulations and maintain files properly. In the event that the claim involves reinsurers and there is no appointment of an independent loss adjuster / surveyor, the branch office must make and send a report. Reasurador's involvement will be informed by the claim division to the branch office. Above Limit of Claims Settlement Limit The Branch Office must perform all the provisions as stated in the provisions above (things that must be done).

The branch office must immediately send complete supporting supporting documents to the central office cq. claims division is accompanied by Minutes / claims analysis which must be made carefully, accurately, precisely and can be accounted for. Submitting a claim to the head office must comply with the provisions. The decision to settle a new claim can be submitted to the insured after obtaining written approval from the central office cq. claim division. Claims Denied if the claims filed by the insured do not meet the conditions of the policy or the applicable premium payment terms. The decision to reject a claim must be submitted to the insured within 3 (three) days of the claim being found to be unsecured in the policy and confirmed in writing by stating the policy provisions that form the legal basis for the refusal. A claim refusal letter must be sent to the central office cq. claim division.

11. Claim Settlement Report (LPK) and Definite Loss Advice (DLA)

All claims settlement agreed by both parties must immediately be made by the LPK and if it involves a Co-member, a DLA must be made. The LPK and / or DLA must be made correctly, accurately and accountably and must be verified and signed by the head of the technical unit or head of the branch. Specifically for incoming co-insurance claims, because the amount of claims in LPK and / or DLA dentry is Jasindo net share, the branch office must make a statement about the amount of the claim 100%. LPK must be sent to the head office cq claim division no later than 7 (seven) days after being disciplined. Claims involving out-of-Co Coins / Pool, in addition to being made LPK must be immediately issued by DLA and

sent to the members of the Coinsurance / Pool concerned and 1 (one) copy sent to the head office cq the claims division.

12. Claim Recovery

The branch office must make every effort to obtain a Recovery Claim originating from the Sale of Scrap. Subrogation rights. Refund Claim / claim return. The administration of claim recovery must be done separately from the administration of claim settlement except in the event that the Insured is willing to buy back the relevant scrap and as long as it is more profitable for the company and the agreed scrap value is calculated directly with the number of claims the insured will receive. Scrap value has been calculated directly by the Independent Loss adjuster in the claim adjustment. The insured has received reimbursement from a third party related to subrogation rights and the amount is calculated directly with the amount of the claim.

The implementation of recovery claim obtained from sales of scrap / scrap sales can use the services of third parties who already have a cooperation agreement with Jasindo. For every claim expected to obtain a Recovery Claim, a Claim Recovery Provisional Report (LSCR) must be prepared. The making of LSCR must be complete, correct, accurate and accountable and must be verified and signed by the head of the technical unit. LSCR must be sent to the central office cq. claim division. For each recovery claim, an LPCR must be made. The LPCR must be made completely, correctly, accurately, and can be accounted for and must be verified and signed by the head of the engineering unit. LPCR must be sent to the central office cq. claims division no later than 7 (seven) days after being issued.

Handling the settlement of insurance claims for seaporting goods at sea and claim adjustment, PT. Asuransi Jasa Indonesia (Jasindo) resolves it as follows:

1. Handling of claims must consider the basic principles of settlement of claims, including technical, legal and formal.
2. General Average (GA) claim handling, besides paying attention to the contents of the main documents, special documents, other documents and the basic principles of claim settlement, KC must be guided by SE, 04. KLM. 01 / X / 1997 16-10-10 1997.
3. The appointment of a Lawyer / Solicitor in the General Average (GA) case is carried out by the central office cq. claims division.
4. Making Minutes / Claim Analysis.
5. If the branch office receives a claim submitted by a Consignee Overseas (Marine Cargo Export), then KC recommends that the Consignee contact Ceemis Agent as stated at the bottom of the Policy and or contact the head office cq. claim division. Claims like this will be processed by the Claim Division and settlement of the claim in question (Claim Settlement) is charged to the policy issuer KC.
6. In conducting Marine Cargo Claim Adjustment, pay attention to the Coverage Price (HP) on the policy, according to the Invoice or the following 10% Imaginary Profit (expected profit).

The emergence of a dispute between the guarantor and the insured will be resolved through mediation and deliberation within a maximum of 60 days from the dispute. If the dispute resolution through mediation and deliberation cannot be reached, then the dispute resolution will be settled through the arbitration body. The two parties each appoint an arbitrator within 30 days of receipt of the notification. If there is no agreement, then the last way to be taken by both parties is through the court. The insured and the guarantor will make dispute resolution efforts through the court in the jurisdiction of the respondent residing or in another court provided that in the jurisdiction of the parties.

Conclusion

The process of settling insurance claims for the transport of goods at sea by PT. Asuransi Jasa Indonesia, namely: the insured claims report, claim research, initial loss report, preliminary survey, preliminary analysis, temporary loss report, independent surveyor / loss adjuster / average adjuster, claim support documents, claim submission to headquarters, claim decision, report claim settlement, claim recovery. The form of responsibility given by PT. Asuransi Jasa Indonesia in settling insurance claims for the carriage of goods at sea is to provide compensation to the insured in accordance with the agreement that has been reached between the insured and the guarantor, namely PT. Insurance Services Indonesia. The conditions of coverage used by PT. Asuransi Jasa Indonesia for the settlement of sea freight insurance claims using Lloyd's standard conditions, the Institute Cargo Clauses. Lloyd's standard conditions, namely: Full Cover or Institute Cargo Clauses A (ICC. A 1/1/82), Restrictd Full Cover or Institute Cargo Clauses B (ICC. B 1/1 82), Stranding Cover or Institute Cargo Clauses C (ICC. A ICC C 1/1/82). Generally from the three Lloyd's standard conditions above, PT. Asuransi Jasa Indonesia uses or uses the Full Coverage condition or Institute Cargo Clauses A (ICC. A 1/1/82)

References

- Abdulkadir Muhammad. 2002. Hukum Asuransi Indonesia. Bandung : PT. Citra Aditya Bakti.
- A. Hasymi Ali. 1995. Pengantar Asuransi. Jakarta : Bumi Aksara
- C.S.T. Kansil. 1996. Hukum Perusahaan Indonesia. Jakarta: PT. Pradnya Paramita.
- Djoko Prakoso. 2000. Hukum Asuransi Indonesia. Jakarta : Rineka Cipta.
- Elisa Kartika Sari. 2005. Hukum Dalam Ekonomi. Jakarta : Gramedia Widiasarana Indonesia.
- Emmy Pangaribuan Simanjuntak. 1980. Hukum Pertanggungan. Yogyakarta : Seri Hukum Dagang Fakultas Hukum UGM.
- Gunanto. 2003. Asuransi Kebakaran di Indonesia. Jakarta : Logos Wacana Ilmu.
- HB. Sutopo. 2002. Metode Penelitian Kualitatif. Bagian II. Surakarta : UNS Pres.
- Hasymi Ali. 2002. Pengantar Asuransi. Jakarta: Sinar Grafika.
- Lexy J. Maleong. 1993. Metode Penelitian Kualitatif. Bandung : PT. Remaja Rosdakarya.
- Mashudi. 1998. Hukum Asuransi. Bandung : Mandar Maju.
- Novianto HP. Kamus Lengkap Bahasa Indonesia. Surakarta: Beringin 55.
- Radiks Purba. 1995. Memahami Asuransi di Indonesia. Jakarta : PT. Pustaka Binaman Pressindo
- R. P. Suyono. 2005. Shipping Pengangkutan Intermodal Ekspor Impor Melalui Laut. Jakarta: PPM.