

**ANALISIS YURIDIS TERHADAP PERBUATAN MELAWAN HUKUM BANK  
DALAM KASUS DEPOSITO BERCOVER ASURANSI (STUDI PUTUSAN  
NOMOR 993/PDT/G/2022/PN JKT SEL)**

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**ABSTRAK**

Bank adalah badan usaha yang menghimpun dan menyalurkan dana masyarakat. Salah satu bentuk usaha Bank adalah menghimpun dana dari masyarakat dalam bentuk simpanan berupa deposito. Dalam perkembangannya terdapat beberapa Bank yang melebarkan sayap ke bidang perasuransian, seperti PT BNI Tbk. Pada 1997, PT BNI Life Insurance hadir sebagai anak perusahaan PT BNI Tbk yang bergerak di bidang asuransi. Dalam menjalankan tugasnya melayani nasabah, tidak menutup kemungkinan bahwa organ-organ dalam Bank tersebut melakukan kesalahan yang merugikan nasabahnya. Berdasarkan uraian tersebut, Penulis tertarik melakukan penelitian yang bertujuan untuk menganalisis pertimbangan hukum Hakim dalam membuktikan terpenuhinya syarat-syarat ganti rugi berdasarkan Pasal 1365 dan pertimbangannya dalam mengabulkan tuntutan ganti rugi berdasarkan perbuatan melawan hukum bank pada Putusan Pengadilan Negeri Jakarta Selatan Nomor:993/Pdt.G/2022/PN JktSel.

Penelitian ini menggunakan metode pendekatan yuridis normatif dengan spesifikasi penelitian deskriptif analitis. Jenis data yang digunakan dalam penelitian ini adalah data sekunder yang terdiri dari bahan hukum primer, sekunder dan tersier yang dilakukan dengan studi kepustakaan. Data disajikan dalam bentuk uraian logis, sistematis dan rasional kemudian dianalisis secara normatif kualitatif.

Pertimbangannya menyatakan bahwa tindakan Tergugat II/tenaga pemasar adalah perbuatan melawan hukum. Majelis Hakim mempertimbangkan kerugian, akan tetapi tidak mempertimbangkan ketiga unsur lain dalam Pasal 1365 KUHPerdara, padahal keempat unsur tersebut harus dipenuhi secara kumulatif sebagai dasar dikabulkannya gugatan ganti kerugian Penggugat/Christina G. Menurut Penulis, Tergugat II/ tenaga pemasar telah melakukan perbuatan melawan hukum bank karena melanggar hak subjektif Penggugat/Christina G, yaitu hak atas harta kekayaan Penggugat/Christina G dan telah melakukan hal yang bertentangan dengan kewajiban hukumnya berdasarkan Pasal 28 ayat (4), (5), dan (6) Undang-Undang Nomor 40 Tahun 2014 tentang Perasuransian sehingga menimbulkan kerugian bagi Penggugat/Christina G. Dalam perkara ini, Majelis Hakim mengabulkan ganti kerugian materiil Penggugat sebesar Rp140.000.000,00 dan memerintahkan Tergugat I/Direktur Utama PT BNI Life Insurance selaku atasan dari Tergugat II/tenaga pemasar untuk mengganti kerugian kepada Penggugat/Christina G. Dalam pertimbangannya, Hakim menolak ganti rugi bunga karena gugatan ini adalah gugatan perbuatan melawan hukum dan ganti rugi immateriil karena Penggugat/Christina G tidak menjelaskan secara rinci. Menurut Penulis, pertimbangan Hakim dalam mengabulkan gugatan ganti rugi dalam bentuk uang sudah tepat dan adil bagi kedua pihak.

**Kata Kunci :** Perbuatan Melawan Hukum, Deposito Bercover Asuransi, Bank.

*JURIDICAL ANALYSIS OF THE BANK'S TORT IN THE CASE OF INSURANCE-  
COVERED DEPOSITS (STUDY OF DECISION NUMBER 993/PDT/G/2022/  
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*ABSTRACT*

*Banks are business entities that collect and distribute public funds. One form of the Bank's business is to raise funds from the public in the form of deposits. In its development to provide financial services and services for the community, there are several banks that have expanded into the insurance sector, such as PT BNI Tbk. In 1997, PT BNI Life Insurance was present as a subsidiary of PT BNI Tbk which is engaged in insurance. In carrying out their duties to serve customers, it is possible that the organs within the Bank make mistakes that harm their customers. Based on this description, the author is interested in conducting research aimed at analyzing the Judge's legal considerations in proving the fulfillment of the requirements for compensation based on Article 1365 and his considerations in granting compensation claims based on the bank's tort in the South Jakarta District Court Decision Number: 993/Pdt.G/2022/PN JktSel.*

*This research uses a normative juridical approach method with analytical descriptive research specifications. The type of data used in this research is secondary data consisting of primary, secondary and tertiary legal materials conducted by literature study. The data is presented in the form of logical, systematic and rational descriptions and then analyzed normatively qualitatively.*

*The consideration states that the actions of Defendant II/bancassurance specialist are Tortious act. The Panel of Judges considered the loss, but did not consider the other three elements in Article 1365 of the Civil Code, even though the four elements must be fulfilled cumulatively as the basis for the granting of the Plaintiff/Christina G's compensation claim. According to the author, Defendant II/bancassurance specialist have committed a tort because they violated the subjective rights of the Plaintiff/Christina G, namely the right to the property of the Plaintiff/Christina G and have done things that are contrary to their legal obligations based on Article 28 paragraphs (4), (5), and (6) of Law Number 40 of 2014 concerning Insurance so as to cause harm to the Plaintiff/Christina G. In this case, the Panel of Judges granted the Plaintiff/Christina G compensation. In this case, the Panel of Judges awarded the Plaintiff material damages in the amount of Rp140,000,000.00 and ordered Defendant I/President Director of PT BNI Life Insurance as the supervisor of Defendant II/ bancassurance specialist to compensate the Plaintiff. In his consideration, the Judge rejected interest compensation because this lawsuit is a tort lawsuit and immaterial compensation because the Plaintiff/Christina G did not explain in detail. According to the author, the judge's consideration in granting compensation in the form of money is appropriate and fair to both parties.*

*Keywords: Tortious Acts, Insurance Covered Deposits, Banks.*