

## CHAPTER V

### CONCLUSIONS AND SUGGESTIONS

#### A. Conclusion

Based on the results of the research and discussion that has been described, it can be concluded that:

1. In Pekanbaru District Court Decision Number 176/Pdt.G/2023/PN Pbr, breach of contract and compensation refers to Article 1238 and Article 1243 of the Civil Code. The rejection of the insurance claim by the defendant because the KLM ship had not yet changed its name under the pretext of Policy Article 5 which explains that the transfer of interest, including payment in the form of money, is only allowed if agreed by the insured and the insurer, and officially recorded as an endorsement on the policy is not legally reasonable, because the defendant has issued the policy after checking and ensuring that the ownership of the ship belongs to the plaintiff, so that the policy is valid and binding. Thus, the rejection of the insurance claim by the defendant was considered a default, and the plaintiff's lawsuit to order the payment of the claim amounting to Rp4,000,000,000 was declared legally valid.
2. The Panel of Judges in their consideration not only leaned on the application of the principle of utmost good faith but also on default, this can be seen from the Panel of Judges' consideration that it was

the defendant who had violated good faith by issuing a policy which then refused an insurance claim when an event occurred on the pretext of a violation of Article 5 of the policy, Defendant I and Defendant II, who were considered to have known all the contents including the existence of defects in the making of the policy, had covered up the defects by misleading the buyer so that the policy appeared perfect, which was a violation of the principle of perfect good faith by the defendant as the insurer. However, the plaintiff as the insured should also have known that the transfer of ownership of the vessel was similar to the transfer of name in the sale and purchase of land and buildings, so that the plaintiff should have applied for the deed and recording of the transfer of name to the Vessel Registration Officer at the location of the ship registration before insuring the three KLM vessels, as explained in Article 30 paragraph (1) of Government Regulation No. 51 of 2002 concerning Shipping, and Article 18 paragraph (3) letter a of the Minister of Transportation Regulation..

## **B. Suggestion**

1. We recommend that before the insurer issues the policy, when examining and scrutinizing all documents belonging to the customer if the object to be insured has not been processed for transfer or transfer of ownership, the insurer immediately informs and inquires further regarding the difference in the name of ownership to the

customer or the insured. This aims to find out information related to the insured object more clearly and completely before finally agreeing and issuing a policy, so that there is no default dispute like this again.

2. Insurers and insureds should pay more attention to their rights and obligations regarding giving and receiving honest, clear and complete information, this is the principle of perfect good faith which is the basis for making insurance, if there is a defect in information or will, it should be informed to the party concerned honestly and openly before finally agreeing and issuing a binding policy. This aims to avoid the rejection of claims due to defects in the policy due to the bad faith of a party.

