RINGKASAN

Asuransi merupakan perjanjian pengalihan risiko antara Penanggung dan Tertanggung yang melahirkan hubungan hukum dengan hak dan kewajiban timbal balik. Hubungan ini dilandasi prinsip insurable interest dan utmost good faith (itikad baik) yang menuntut keterbukaan penuh dari kedua belah pihak. Namun, praktiknya kerap menimbulkan sengketa, salah satunya dalam Putusan Mahkamah Agung Nomor 943 PK/PDT/2022 yang melibatkan PT AIA Financial. Sengketa muncul akibat penolakan klaim asuransi jiwa senilai Rp600.000.000 oleh Penggugat, istri Tertanggung, karena alasan tidak adanya *general check up* dan kesalahan pencantuman nama penerima manfaat dalam polis yang dibuat oleh agen. Kasus ini menimbulkan permasalahan mengenai penerapan prinsip itikad baik dalam kontrak asuransi dan tanggung jawab hukum perusahaan atas kelalaian agen.

Tujuan penelitian ini adalah menganalisis penerapan prinsip itikad baik dalam perjanjian asuransi serta menentukan batas tanggung jawab hukum perusahaan asuransi atas perbuatan agennya. Penelitian menggunakan metode yuridis normatif dengan pendekatan perundang-undangan (*statute approach*), pendekatan konseptual (*conceptual approach*), dan pendekatan kasus (*case approach*) melalui telaah terhadap peraturan terkait, doktrin hukum, serta putusan pengadilan.

Hasil penelitian menunjukkan adanya pelanggaran prinsip itikad baik, baik secara objektif maupun subjektif. Secara objektif karena perusahaan yang tidak transparan terkait syarat *general check up*, maupun secara subjektif adalah ketidakjujuran agen terkait *general chek up*. Lebih lanjut, tanggung jawab hukum perusahaan asuransi tidak dapat dialihkan kepada agen, karena berdasarkan Pasal 1365 dan 1367 KUHPerdata, UU No. 40 Tahun 2014 tentang Perasuransian, UU No. 21 Tahun 2011 tentang OJK, dan UU No. 8 Tahun 1999 tentang Perlindungan Konsumen, segala tindakan agen dalam kapasitasnya melekat pada perusahaan sebagai prinsipal. Putusan Mahkamah Agung menegaskan penerapan doktrin *vicarious liability* dan asas *respondeat superior*, sehingga memperkuat perlindungan hukum konsumen serta memberikan kepastian hukum bagi pemegang polis maupun ahli warisnya.

SUMMARY

Insurance is a contract of risk transfer between the Insurer and the Insured, giving rise to a legal relationship inving reciprocal rights and obligations. This relationship is founded upon the principles of insurable interest and utmost good faith, which require full disclosure and honesty from both parties. In practice, however, disputes frequently arise, one of which is reflected in Supreme Court Decision No. 943 PK/PDT/2022 inving PT AIA Financial. The dispute emerged from the rejection of a life insurance claim amounting to IDR 600,000,000 by the Claimant, the wife of the Insured, on the grounds of the absence of a general medical check-up and an error in recording the beneficiary's name in the policy, which had been drafted by an agent. This case raises issues concerning the application of the principle of utmost good faith in insurance contracts and the extent of an insurance company's liability for the negligence of its agents.

The purpose of this research is to analyse the application of the principle of utmost good faith in insurance agreements and to determine the scope of the insurer's legal liability for its agent's actions. The study employs a normative juridical method, using a statute approach, conceptual approach, and case approach through the examination of relevant legislation, legal doctrines, and court decisions.

The findings indicate a violation of the principle of utmost good faith, both objectively by the insurer, which failed to be transparent regarding the requirement for a general medical check-up, and subjectively by the Insured, who did not carefully review the terms of the policy. Furthermore, the insurer's legal liability cannot be shifted to its agent, as under Articles 1365 and 1367 of the Indonesian Civil Code, Law No. 40 of 2014 on Insurance, Law No. 21 of 2011 on the Financial Services Authority (OJK), and Law No. 8 of 1999 on Consumer Protection, all acts of an agent, when carried out in their representative capacity, are legally attributable to the principal. The Supreme Court ruling reinforces the application of the doctrine of vicarious liability and the principle of respondeat superior, thereby strengthening consumer protection and ensuring legal certainty for policyholders and their beneficiaries.