

**SKRIPSI**  
**PELANGGARAN PRINSIP ITIKAD BAIK DALAM SENGKETA**  
**PEMBATALAN POLIS ASURANSI JIWA PADA PERJANJIAN**  
**KREDIT (STUDI PUTUSAN PENGADILAN NEGERI NOMOR**  
**720/Pdt.G/2024/PN Mdn)**

*Diajukan Untuk Memenuhi Syarat Memperoleh Gelar  
Sarjana Hukum di Fakultas Hukum Universitas Andalas*



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**PELANGGARAN PRINSIP ITIKAD BAIK DALAM SENGKETA PEMBATALAN  
POLIS ASURANSI JIWA PADA PERJANJIAN KREDIT (STUDI PUTUSAN  
PENGADILAN NEGERI NOMOR 720/Pdt.G/2024/PN Mdn)**

***VIOLATION OF THE PRINCIPLE OF GOOD FAITH IN DISPUTES CONCERNING  
THE CANCELLATION OF LIFE INSURANCE POLICIES IN CREDIT AGREEMENTS  
(A STUDY OF THE DISTRICT COURT DECISION NUMBER 720/PDT.G/2024/PN  
MDN)***

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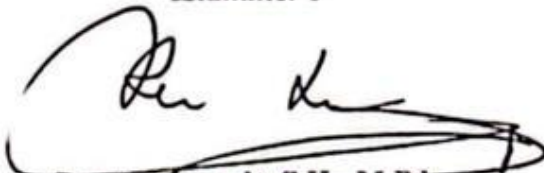
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**PELANGGARAN PRINSIP ITIKAD BAIK DALAM SENGKETA PEMBATALAN POLIS ASURANSI  
JIWA PADA PERJANJIAN KREDIT (STUDI PUTUSAN PENGADILAN NEGERI NOMOR  
720/Pdt.G/2024/PN Mdn)**

*(Fitra Ramadhan Hutapea, 2210111080, Fakultas Hukum Universitas Andalas, 98 Halaman, 2026)*

**ABSTRAK**

Prinsip itikad baik merupakan asas fundamental dalam perjanjian asuransi yang wajib dipatuhi sejak tahap pembentukan, pelaksanaan, hingga berakhirnya perjanjian. Namun dalam praktiknya, sengketa sering terjadi akibat pembatalan polis secara sepihak oleh penanggung dengan dalih ketidakjujuran tertanggung. Fenomena ini melandasi lahirnya sengketa dalam Putusan Pengadilan Negeri Medan Nomor 720/Pdt.G/2024/PN Mdn. Permasalahan penelitian ini adalah: (1) bagaimana bentuk pelanggaran prinsip itikad baik oleh para pihak dalam sengketa pembatalan polis asuransi jiwa kredit pada putusan a quo; dan (2) bagaimana pertimbangan hukum hakim menilai keabsahan pembatalan polis tersebut. Metode penelitian yang digunakan adalah penelitian hukum normatif melalui pendekatan perundang-undangan (*statute approach*) dan pendekatan kasus (*case approach*) dengan analisis kualitatif. Hasil penelitian menunjukkan bahwa pelanggaran prinsip itikad baik dilakukan oleh kedua belah pihak. Pada tahap pra-kontrak, tertanggung terbukti melakukan *misrepresentation* karena tidak mengungkapkan riwayat penyakit Tuberkulosis (TBC) secara jujur dalam SPAJK. Sebaliknya pada tahap pelaksanaan, penanggung melanggar itikad baik objektif karena menunda penanganan klaim hingga 84 hari serta bersikap tidak transparan. Kendati tertanggung tidak jujur, Majelis Hakim menilai pembatalan sepihak oleh penanggung pasca-terjadinya risiko adalah tidak sah karena melanggar prosedur tertulis 30 hari dalam klausul polis. Pelanggaran terhadap asas *pacta sunt servanda* tersebut dikualifikasikan sebagai Perbuatan Melawan Hukum (PMH) yang melanggar hak subjektif ahli waris. Berdasarkan hasil analisis, disarankan kepada calon tertanggung untuk jujur mengungkapkan fakta material kesehatan dalam SPAJK. Perusahaan asuransi disarankan patuh pada prosedur operasional polis serta menghentikan praktik pembatalan sepihak setelah risiko terjadi. Otoritas Jasa Keuangan (OJK) disarankan memperkuat regulasi batas waktu penanganan klaim. Terakhir, Majelis Hakim pada masa depan diharapkan secara konsisten mengimplementasikan Putusan Mahkamah Konstitusi Nomor 83/PUU-XXII/2024 sebagai landasan konstitusional mutlak bahwa pembatalan polis akibat tuduhan pelanggaran itikad baik wajib bersandarkan pada kesepakatan para pihak atau putusan pengadilan yang berkekuatan hukum tetap.

**Kata Kunci:** Prinsip Itikad Baik, Asuransi Jiwa Kredit, Pembatalan Polis, Perbuatan Melawan Hukum, Sengketa Asuransi

Skripsi ini telah dipertahankan di depan Tim Penguji dan dinyatakan lulus pada 29 Juni 2026.  
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***VIOLATION OF THE PRINCIPLE OF GOOD FAITH IN DISPUTES CONCERNING THE CANCELLATION OF LIFE INSURANCE POLICIES IN CREDIT AGREEMENTS (A STUDY OF THE DISTRICT COURT DECISION NUMBER 720/PDT.G/2024/PN MDN)***

(Fitra Ramadhan Hutapea, 2210111080, Faculty of Law, Andalas University, 98 pages, 2026)

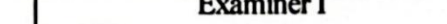
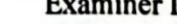
## ABSTRACT

The principle of good faith (utmost good faith) constitutes a fundamental cornerstone in insurance agreements, which must be observed from the pre-contractual stage, throughout its performance, until the termination of the contract. In practice, however, disputes frequently arise due to unilateral policy cancellations executed by the insurer on the grounds of the insured's alleged non-disclosure. This phenomenon underscores the dispute examined in the Medan District Court Decision Number 720/Pdt.G/2024/PN Mdn. The legal problems addressed in this research are: (1) what are the forms of violations of the principle of good faith committed by the parties in the credit life insurance policy cancellation dispute in the a quo decision; and (2) how are the judge's legal considerations in assessing the validity of said policy cancellation. This research employs a normative legal research method utilizing both a statutory approach (statute approach) and a case approach (case approach) with qualitative analysis. The research findings indicate that violations of the principle of good faith were committed by both parties. At the pre-contractual stage, the insured was proven to have committed misrepresentation by failing to truthfully disclose a medical history of Tuberculosis (TB) in the Credit Life Insurance Application Form (SPAJK). Conversely, during the performance stage, the insurer breached objective good faith by delaying claim handling for up to 84 calendar days and failing to maintain transparency. Despite the insured's non-disclosure, the Panel of Judges held that the insurer's unilateral cancellation after the occurrence of the insured event was legally invalid, as it violated the mandatory 30-day prior written notice stipulated in the policy clauses. This breach of the *pacta sunt servanda* principle was qualified as an Unlawful Act (*Perbuatan Melawan Hukum/PMH*) that infringed upon the heirs' subjective rights. Based on the analysis, it is recommended that prospective insureds truthfully disclose all material facts regarding their health history in the application form. Insurance companies are advised to strictly comply with policy operational procedures and cease the practice of executing sudden unilateral cancellations after the occurrence of the insured event. Furthermore, the Financial Services Authority (OJK) should strengthen regulations regarding claim handling deadlines. Lastly, future judges are expected to consistently implement the Constitutional Court Decision Number 83/PUU-XXII/2024 as an absolute constitutional benchmark establishing that policy cancellations due to alleged good faith violations must be based on a mutual agreement between the parties or a legally binding court decision.

**Keywords:** Principle of Good Faith, Credit Life Insurance, Policy Cancellation, Unlawful Act, Insurance Dispute

**This minor thesis has defended in front of the examiner team at , June 29<sup>th</sup> 2026.**

**Examiner,**

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| Signature | Examiner I<br> | Examiner II<br> |
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