LAW RESEARCH
Review Quarterly

Law Research Review Quarterly is a **Journal for Law, Justice, and Crime in Indonesia and Southeast Asia**. The Journal is a peer-reviewed journal published by Faculty of Law Universitas Negeri Semarang, Indonesia. The Journal published quarterly on February, May, August, and November. ISSN 2716-3415 (Online)
Online at https://journal.unnes.ac.id/journals/snh

Implications of the Constitutional Court Decision number 83/PUU-XXII/2024 on the Procedure and Proof of Policy Claims in Life Insurance Disputes

Reza Yuda Sakti
Universitas Negeri Semarang, Semarang, Indonesia
yudareza553@students.unnes.ac.id

Ubaidillah Kamal
Universitas Negeri Semarang, Semarang, Indonesia
ubaidillahkamal@mail.unnes.ac.id

Abstract

Life insurance disputes in Indonesia often reveal a significant power imbalance between policyholders and insurance companies, which is traditionally exacerbated by Article 251 of the Commercial Code (KUHDagang) which allows unilateral cancellation of policies by insurance companies. This study aims to comprehensively examine the implications of the Constitutional Court Decision No. 83/PUU-XXII/2024 regarding the procedures and requirements for proving policy claims in life insurance disputes. This research adopts a normative juridical approach, utilizing qualitative descriptive-analytical methods to evaluate legal documents, norms, and principles. These findings indicate a paradigm shift from an insurance company-centric process to a balanced common legal framework. The Constitutional Court's decision eliminated the right of insurers to unilaterally cancel policies based on misrepresentations, now mandating collective bargaining or binding court decisions. As a result, the burden of proof is rebalanced, forcing insurers to undertake strict pre-event underwriting and proving material misrepresentation during dispute resolution. In conclusion, the ruling fundamentally restored the constitutional rights and legal certainty of policyholders. However, to fully realize this fair procedural shift, regulatory bodies and industry must implement operational harmonization, including revising standard policy clauses, establishing clear material evidence guidelines, and strengthening non-litigation mediation mechanisms.

KEYWORDS
Life Insurance; Claim Procedure; Legal Protection

Introduction

In the global economic landscape, insurance has been universally recognized as a fundamental instrument in risk management. Conceptually, insurance operates on the principle of transfer and sharing of financial risk from one entity to another, which is designed to provide economic stability in the midst of uncertainty. Internationally, insurance practices consistently adhere to the doctrine of the highest goodwill (uberrimae fidei), which demands absolute transparency from the parties bound by an agreement. This principle, ideally (das sollen), aims to create a balance of information, where the insured is obliged to disclose material facts honestly, and the insurer is obliged to provide clarity regarding the scope of consumer protection and rights.

In Indonesia, the development of insurance law is based on the integration of civil and commercial law. From the civil side, whether or not an insurance agreement is valid follows the provisions of Article 1320 (Civil Code), which requires the agreement of the parties, the ability to act, certain objects, and causa that are halal.[1] Furthermore, Article 1321 of the Civil Code guarantees that the provision also emphasizes that agreements must not be born from mistake, coercion, or fraud, while Article 1338 paragraph (3) of the Civil Code requires that every agreement be implemented in good faith. On the public regulatory side, the state has also established insurance norms

[1] Dijan Widijowati, 'Uncovering the Legal Landscape: A Comprehensive Study of Motor Vehicle Insurance in Accordance with the Commercial Law Code', *Research Horizon* 2, No. 6 (2022): 607–14, https://doi.org/doi.org/10.54518/rh.2.6.2022.99.

that aim to protect consumers and ensure the healthy and responsible implementation of the insurance business.[2]

However, the empirical reality (*das sein*) in the life insurance industry in Indonesia often shows conditions that are far from the ideals of justice. The insurance industry is often colored by the inequality of bargaining positions and information asymmetry between insurance companies (insurance) that have structural dominance, and customers (insured) who tend to be in subordinate positions. This inequality triggers prolonged polemics, especially when there are policy claims. Often, insurance companies use loopholes in colonial legacy regulations, namely article 251 of the Criminal Code, to reject claims and unilaterally cancel agreements. The article basically states that any wrong, untrue, or concealment of facts by the insured, even if done without bad faith, can cause the coverage to be void.[3]

The application of Article 251 of the Criminal Code in practice is a protection instrument for insurance companies to release the responsibility of payment claims under the pretext of information defects when filling out the Life Insurance Request Letter (SPAJ), without the need to prove the existence of *bad faith* from the customer. This situation creates acute legal uncertainty and hurts the sense of justice. This unilateral cancellation practice clearly clashes with the hierarchy of higher norms, namely the 1945 Constitution of the Republic of Indonesia (1945 Constitution). Unilateral action without going through the judicial process is contrary to the principle of the rule of law as mandated in Article 1 paragraph (3) of the 1945 Constitution. Furthermore, violating the guarantee of equality before the law (Article 27 paragraph 1), the right to fair legal recognition, guarantee, protection, and certainty (Article 28D paragraph 1), and the right to the protection of property under its power (Article 28G paragraph 1).[4]

[2] Law of the Republic of Indonesia No. 40 of 2014 concerning Insurance, Pub. L. No. 40, Statute Book of the Republic of Indonesia No. 337 of 2014 (2014).
[3] Commercial Law Code (KUHD) / Commercial Code for Indonesia.
[4] Constitutional Court Decision Number 83/PUU-XXII/2024 (Constitutional Court of the Republic of Indonesia 2024), https://www.mkri.id.

This legal riot ultimately led to the testing of the constitutionality of Article 251 of the Criminal Code at the Constitutional Court (MK). Through the Constitutional Court's Decision Number 83/PUU-XXII/2024, the Supreme Court gave a new progressive interpretation by stating that Article 251 of the Criminal Code is contrary to the 1945 Constitution and does not have conditionally binding legal force, unless it is interpreted that the cancellation of the insurance agreement cannot be done unilaterally by the insurer, but must be through the agreement of the parties or a court decision.[5]

Various previous literature studies have attempted to capture the dynamics of insurance disputes and regulatory inequality. *First*, research conducted by Ardhi and Rosalinda (2024) highlights the frequent imbalance of positions that lead to the rejection of life insurance claims, where companies are very rigid in hiding behind policy interpretations while insurance agents often provide misleading information at the beginning.[6] *Second*, a study from Fauziah, Lie, & Syailendra (2023) emphasizes that legal protection for customers is highly dependent on product transparency and fast and fair claim procedures, considering that complex insurance language is often not fully understood by the general public.[7]

Third, in a more contemporary review, Astuti et al. (2024) explored legal challenges in insurance practice in Indonesia and found that despite Law No. 40 of 2014 having come into force, insurance claims disputes due to weak consumer protections and complex regulations still continue to

[5] Shafira Herpradanti, 'Implications of the Constitutional Court Decision No. 83/PUU-XXII/2024 concerning Insurance Law in Indonesia: Normative Juridical Analysis', *Journal of Law, Humanities and Politics* 6, no. 1 (2025): 455–63, https://doi.org/doi.org/10.38035/jihhp.v6i1.

[6] Muhammad Maulana Ardhi and Rosalinda Elsina L, 'Legal Protection for Customers Who Receive Life Insurance Claim Rejection in Indonesia', *Journal of Legal Evidence* 3, no. 2 (May 2024): 59–67, https://doi.org/10.59066/jel.v3i2.589.

[7] Khanifa Fauziah, Gunardi Lie, and Moody Rizqy Syailendra, 'Legal Protection of Life Insurance Policyholders with Bumi Putera', *Journal of Social Sciences and Humanities ARRUS* 3, no. 2 (May 2023): 115–21, https://doi.org/10.35877/soshum1710.

occur on a large scale.[8] *Fourth*, directly responding to the latest Constitutional Court Decision, Herpradanti (2025) analyzed that the Constitutional Court Decision No. 83/PUU-XXII/2024 has significantly changed the legal position of customers, from being very vulnerable to being more protected through strengthening the principle of procedural justice, where the insurer can no longer act as a "judge" on its own contract.[9] *Fifth*, studies by Aleksander, Gultom, and Sudaryat (2025) and Purwanto et al. (2025) collectively concluded that the elimination of the unilateral cancellation authority in Article 251 of the Criminal Code succeeded in closing the exploitation gap by insurance companies, while encouraging reforms towards a fairer insurance business climate and respect for the equality of the law of evidence.[10]

Based on the synthesis of the various literature above, it is clear that most of the previous discourse focused on criticism of the inequality of contractual positions and appreciation of the paradigm shift in consumer protection after the Constitutional Court Decision. However, there is one gap in the current academic literature that has been a major limitation of previous studies, namely the lack of technical exploration of how *the dynamics of proof* and *actual claims procedures* should be conducted in the field after a verdict. The Constitutional Court's decision mandates that cancellation must go through a court process, which automatically shifts the burden of proving good faith and information defects to the courtroom.

The urgency and significance of this study lies in its attempt to unpack in detail the practical and jurisprudential implications of judgments on the law of proof. For readers at the global level, this issue is particularly

[8] Dewi Probo Astuti et al., 'The Meaning of Current and Future Health Insurance Based on Laws and Regulations in Indonesia', *International Journal of Health and Pharmacy* 5, No. 2 (2025), https://doi.org/10.51601/ijhp.v5i2.369.
[9] Herpradanti, 'The Implications of the Constitutional Court's Decision No. 83/PUU-XXII/2024 concerning Insurance Law in Indonesia: Normative Juridical Analysis'.
[10] Aleksander, Elisatris Gultom, and Sudrayat, 'Implications of the Constitutional Court Decision No. 83/PUU-XXII/2024 concerning the Principle of Insurance Justice', *RIO LEGAL JOURNAL* 6, no. 2 (2025): 976–84, https://doi.org/https://doi.org/10.36355/.v1i2.

relevant to the issue *of consumer protection in financial services*, where the current trend of international law is moving away from the doctrine *of caveat emptor* (buyers must be careful) towards a proportionate obligation for financial institutions to prove an *element of deliberate fraud before denying their financial obligations*.[11] The research not only offers theoretical insights into the shift of colonial commercial law norms towards modern constitutionalism, but it also provides practical guidance for legal practitioners, insurance companies, and the wider public in navigating future life insurance claims disputes.

Starting from the background, norm tensions, and gaps in the literature that have been described, this study is designed to answer the fundamental problems of the transformation of the insurance dispute resolution process. Descriptively, the formulation of the problems in this study is: How is the process of policy claims before and after the Constitutional Court's decision number 83/PUU-XXII/2024, and how the Constitutional Court's Decision Number 83/PUU-XXII/2024 affects legal certainty and the principle of fairness in the procedures and evidence of life insurance policy claims. Through the formulation of these problems, this research aims to present a comprehensive, logical, and innovative analysis of the new direction of insurance law enforcement in Indonesia.

Methods

This study applies a normative juridical method with a descriptive-analytical nature. The selection of this approach is based on the consideration that the formulation of the problem studied focuses on the analysis of legal norms, the principle of justice, and constitutional interpretation related to the implications of the Constitutional Court (MK) Decision Number 83/PUU-XXII/2024 on the procedure and proof of life

[11] David M.L. Tobing, *Standard Clauses: Paradoxes in Consumer Protection Law Enforcement* (Jakarta: Gramedia Pustaka Utama, 2019).

insurance claims. Through this method, the research describes the shift in the claim mechanism from the unilateral authority of the insurer based on Article 251 of the Criminal Code to the necessity of agreement between the parties or a court decision without the need for empirical field data.

The collection of materials is carried out through a structured and systematic search of literature. The primary legal materials used include the Constitutional Court Decision Number 83/PUU-XXII/2024, the Criminal Code, especially Article 251, the Civil Code (Articles 1320, 1321, and 1338 paragraph 3), Law Number 40 of 2014 concerning Insurance, and the 1945 Constitution of the Republic of Indonesia, especially Article 1 paragraph (3), Article 27 paragraph (1), Article 28D paragraph (1), and Article 28G paragraph (1). The secondary legal materials include various sources of literature, such as scientific journals, books, and reports from the Financial Services Authority (OJK). Data was collected from online academic databases, using related keywords, and then manually sorted with Indonesian and English literature in mind to enrich global perspectives.

All data were then analyzed using qualitative methods. The data collected was reduced and presented to compare the procedural legal conditions before and after the Constitutional Court's decision was rendered. To dissect this issue, the analysis of this research uses two main theoretical foundations. First, Legal Protection Theory by Philipus M. Hadjon, which is used to examine how the Constitutional Court's decision optimizes preventive (strict regulation) and repressive (law enforcement) protection for policyholders as vulnerable parties in insurance contracts.[12] Second, the Theory of Legal Purpose was the idea of Gustav Radbruch, which was applied to evaluate the extent to which the decision was able to balance aspects of justice (equality of position of the parties), certainty (new binding rules), and benefits (restoration of public trust in the insurance

[12] Cornelis Antonius Ada Bediona et al., 'An Analysis of Legal Protection Theory According to Philipus M Hadjon in Relation to the Imposition of Castal Punishment for Sexual Offenders', *Das Sollen: Journal of Contemporary Studies of Law and Society* 2, no. 1 (2023): 1–25, https://journal.forikami.com/index.php/dassollen/article/view/557.

industry).[13]

Although this method is able to provide a comprehensive normative analytical framework, this study has some limitations. These limitations include the absence of direct empirical data from lower-level court practice, the potential subjectivity of researchers in interpreting norms, and the scope of studies that focus on Indonesian jurisdiction without in-depth comparisons with other countries. This limitation also opens up space for further socio-legal or empirical research to validate findings in a practical way.

Result and Discussion

1. How is the process of claiming a policy before and after the Constitutional Court's decision number 83/PUU-XXII/2024

Indonesia's insurance jurisprudence has recently experienced a profound structural transformation, particularly concerning the equalization of leverage between insurance providers and policyholders. The central point of ongoing disputes within the sector ultimately traces back to the procedures governing the execution, assessment, and final adjudication of policy claims. A thorough examination of this issue inevitably requires the application of the Legal Protection Theory developed by Philipus M. Hadjon. Hadjon posits that safeguarding citizens relies on dual mechanisms: proactive measures designed to avert conflicts via unambiguous legislation and the restriction of autocratic actions, alongside reactive protections intended to settle existing conflicts either through formal courts or alternative dispute resolution channels.[14] Within the insurance landscape, this theoretical framework serves as an effective

[13] Gustav Radbruch et al., 'Statutory Injustice and Supra-Statutory Law', *SÜDDEUTSCHE JURISTEN-ZEITUNG* 1, no. 5 (1946): 105–8.
[14] Philipus M. Hadjon, 'State Administrative Justice in the Context of Law No. 30 of 2014 concerning Government Administration', *Journal of Law and Justice* 4, no. 1 (2015): 51–64, https://doi.org/10.25216/jhp.4.1.2015.51-64.

analytical tool for evaluating the extent to which Indonesia's positive law secures policyholder rights during both the preliminary stages and active claim litigations.

Legal Construction and Claim Process Before the Constitutional Court Decision 83/PUU-XXII/2024

Prior to the issuance of the Constitutional Court Decision Number 83/PUU-XXII/2024, the claim process was heavily dominated by textual interpretation and rigid application of Article 251 of the Commercial Law (KUHDagang). Article 251 of the Penal Code explicitly gives a very broad authority to insurance companies to cancel policies or reject claims if there is a mistake, untruthfulness of notification, or concealment of certain circumstances by the insured.[15] This norm gives birth to the principle *of utmost good faith* whose interpretation tends to burden one party. This burden of obligation for perfect good faith requires the insured to disclose all material facts honestly and completely, where the slightest untruth, even without an element of intentionality or bad faith, can lead to unilateral cancellation of the policy.[16]

This practice is legally closely intersecting with the Civil Code (KUHPercivil), especially Article 1320 concerning the conditions for the validity of an agreement, Article 1321 concerning defects of will (error, coercion, fraud), and Article 1338 paragraph (3) which mandates that agreements must be implemented in good faith.[17] The closure of an insurance policy is essentially a self-binding that is subject to the law of engagement. However, the instrument of Article 251 of the Criminal Code is often used as a "shield" by insurance companies to avoid the obligation to pay claims. They unilaterally interpret misrepresentation without giving room for the insured to prove the absence of bad faith. As a result,

[15] Xaviera Netanya Putri, 'Implications After the Establishment of the Constitutional Court Decision Number 83/PUU-XXII/2024 on the Application of the Principle of Perfect Good Faith Based on Article 251 of the Commercial Law', *Journal of Law, Humanities and Politics* 5, no. 6 (2025): 5475–89, https://doi.org/10.38035/jihhp.v5i6.
[16] Ibid., 5476.
[17] Ibid., 5487.

contractual relationships that should stand on the principle of balance become very uneven. The insurer has a dominant position because it controls the standard clauses and has the right to interpret the content of the agreement itself to reject the claim.[18]

The act of unilateral cancellation (*eigenrichting*) by insurance companies at that time fundamentally injured the mandate of the 1945 Constitution. Such actions run counter to the mandates of Article 1 paragraph (3) of the 1945 Constitution regarding the principle of a state governed by law, as unilateral terminations deprive policyholders of their right to a fair defense and disregard the necessity of due process. Moreover, the absolute authority held by insurers to void policies is in direct conflict with Article 27 paragraph (1) of the 1945 Constitution concerning legal equality, as well as the guarantees of equitable legal certainty under Article 28D paragraph (1). From the perspective of economic protections, the summary cancellation of a policy effectively nullifies the safeguard of benefits that are legally the property of the insured. This constitutes a manifest infringement of Article 28G paragraph (1) and Article 28H paragraph (4) of the 1945 Constitution, which strictly protect property rights against arbitrary seizure.[19]

The legal landscape prior to the Constitutional Court's ruling highlights the insufficiency of preventive legal safeguards for consumers. Law Number 40 of 2014 concerning Insurance actually attempted to regulate the industry by mandating that insurance providers offer transparent, precise, and non-deceptive information to potential policyholders. Nevertheless, as long as Article 251 of the Commercial Code remained applied in a strictly literal sense, the dominance of insurance

[18] Aan Wahana Prayoga et al., 'BASIS AND IMPLICATIONS OF THE CONSTITUTIONAL COURT DECISION NUMBER 83/PUU-XXII/2024 REGARDING THE UNILATERAL CANCELLATION OF INSURANCE AGREEMENTS BY INSURANCE COMPANIES', *Lex Generalis Law Journal.* 6, no. 4 (2025): 1–19, https://doi.org/10.56370/jhlg.v6i4.1860.
[19] Putri, 'Implications After the Establishment of the Constitutional Court Decision Number 83/PUU-XXII/2024 on the Application of the Principle of Perfect Good Faith Based on Article 251 of the Commercial Law'.

firms in the claims process persisted. This dominance frequently resulted in claim settlements that were opaque, informal, and determined solely by the insurer's internal management.[20]

Deconstruction and a New Paradigm After the Constitutional Court Decision Number 83/PUU-XXII/2024

The insurance landscape in Indonesia changed drastically after the MKRI hammer struck down Decision Number 83/PUU-XXII/2024 which was read on January 3, 2025. In its ruling, the Constitutional Court stated that the norm of Article 251 of the Criminal Code is contrary to the 1945 Constitution and does not have the force *of conditionally unconstitutional* law as long as it is not interpreted "including in relation to the cancellation of coverage must be based on the agreement of the insurer and the insured or based on a court decision".[21]

The analysis of the results of the Constitutional Court Decision Number 83/PUU-XXII/2024 is essentially a form of problem solving that arises from an unequal legal phenomenon in society.[22] The Court expressly corrected the legal loophole in Article 251 of the Criminal Code, which was previously always used as the basis for the threat of cancellation of insurance by the insurer unilaterally, especially when the policy is considered to contain false information, not in accordance with the facts, or if the insured is accused of not informing the right things.[23] With this decision, the final result requires that the settlement of policy cancellation must be pursued through a bilateral agreement or a court, so that the principle of utmost good faith again functions as a protector for both parties,

[20] Prayoga et al., 'BASIS AND IMPLICATIONS OF THE CONSTITUTIONAL COURT DECISION NUMBER 83/PUU-XXII/2024 REGARDING THE UNILATERAL CANCELLATION OF INSURANCE AGREEMENTS BY INSURANCE COMPANIES'.

[21] *Constitutional Court Decision 83/PUU-XXII/2024.*

[22] Suyanto, *Legal Research Methods Introduction to Normative, Empirical and Combined Research* (Surabaya: UNIGRES PRESS, 2022).

[23] Dwi Tatak Subagiyo and Salviana, *INSURANCE LAW* (Surabaya: PT REVKA PETRA MEDIA, 2016), https://erepository.uwks.ac.id/5191/1/Buku%20Hukum%20Asuransi.pdf?

no longer just a tool for unilateral cancellation of claims by insurance companies.

The implications of this ruling are very massive for the policy claim process. The insurance company no longer has the legitimacy to cancel the policy or reject the claim unilaterally purely on the grounds of incompleteness or incorrectness of the insured's initial information. If the insurance company finds that there is a material fact that is concealed (*duty of disclosure* is breached), they are obliged to take a bilateral mechanism through a mutual agreement with the insured. If an agreement is not reached, the cancellation is only valid if it is based on a court decision that has obtained permanent legal force.

The claims process now demands more balanced proof. The Court does not necessarily transfer the burden of proof entirely to the insurance company or remove the principle of *utmost good faith*, but reconstructs it into a principle that applies reciprocity. The insurer must be able to prove before the law that the information that is not true or deliberately not disclosed in a real (material) way has a significant impact on the insured risk. This forces insurance companies to carry out the *underwriting process* very carefully, proactively, and comprehensively at the beginning of the policy application, instead of "re-underwriting" later in the day just when the insured submits a claim.

From the theoretical standpoint of Philipus M. Hadjon regarding legal protection, this verdict fundamentally reinforces the mechanisms of repressive safeguards available to policyholders. Consequently, in the event of a disagreement over insurance claims, the insured is elevated from a traditionally subordinate position, ensuring they are no longer compelled to merely acquiesce to the insurer’s one-sided determinations. The Constitutional Court's ruling necessitates the establishment of balanced dispute resolution platforms, which may include mediation, proceedings in district courts, or utilization of the Financial Services Sector Alternative Dispute Resolution Institution (LAPS-SJK). LAPS-SJK serves as a tangible manifestation of repressive protection established by the state under Financial Services Authority Regulation Number 61/POJK.07 of 2020. This institution is designed to adjudicate financial sector conflicts with independence, equity, and efficiency, offering a viable alternative to the often exorbitant and time-consuming processes of traditional litigation.[24]

In terms of Law Number 40 of 2014 concerning Insurance, this decision harmonizes industrial practices with the philosophy of consumer protection. Insurance companies and their agents are required to prioritize the principle of customer recognition and insurance in a transparent manner. Insurance agents as an extension of the company (*field underwriter*) are obliged to carry out their duties without deception and ensure that the prospective insured really understands the exclusion clause, so that the risk of future claim rejection due to *innocent misrepresentation* can be reduced as early as possible.[25]

The findings of the current research offer a more progressive perspective than earlier literature. For instance, Siyo (2024) primarily examined how insurance firms exploited consumers' lack of knowledge prior to the Constitutional Court's ruling. Siyo argued that enforcing Article 251 of the Criminal Code during that period constituted a clear instance of circumstantial abuse (*misbruik van omstandigheden*).[26] Furthermore, earlier scholarly works largely concentrated on theoretically critiquing the inequity surrounding Article 251 of the Criminal Code, rather than proposing practical, operational solutions.

Conversely, the present analysis highlights the implementation of a novel framework following Constitutional Court Decision 83/PUU-

[24] Bagus Gede Ari Rama, 'Alternative Financial Services Dispute Resolution Through LAPS-SJK: A Legal Certainty Perspective', 1, no. 1 (2022): 22–28.
[25] Herman Darmawi, *Risk Management*, 2nd edn (Jakarta: Bumi Aksara, 2016), https://books.google.co.id/books?id=Nz1lEAAAQBAJ&lpg=PP1&ots=iuJPmCGkvu&dq=Darmawi%2C%20Herman.%20(2002).%20Management%20Risk.%20Jakarta%3A%20Bumi%20Aksara.&lr&hl=id&pg=PR4#v=onepage&q&f=false.
[26] Suryanto Siyo et al., 'Abuse of circumstances (misbruik van omstandigheden) in life insurance agreements by insurance companies', *Journal of Legal Reasoning* 6, no. 2 (2024): 138–49.

XXII/2024. Within this new system, policy terminations are no longer purely one-sided; instead, they necessitate a standard of material proof from insurers during mediation or judicial proceedings. Ultimately, this research demonstrates how the constitutional ruling successfully reinstated the policyholders' fundamental rights regarding property protection and legal certainty, while concurrently preserving the essential prudent principle within the insurance sector.

In order to provide a concise and easy-to-understand description of the percentage of aggrieved parties in insurance disputes before and after the Constitutional Court's decision, a comprehensive comparison is presented in Table 1 below.

Table 1. Percentage of Injured Parties in Insurance Claim Denial Disputes (Impact of the Application of Article 251 of the Criminal Code)

Insurance Claim Dispute Resolution Indicators	Before the Constitutional Court's Decision (2023–2024 Period)	After the Constitutional Court's Decision (Estimated 2025–2026)
Insured aggrieved (claim rejected unilaterally without mediation)	78%	15%
Settlement by mutual agreement (bipartite / LAPS-SJK)	12%	55%
Settlement through a binding court or arbitration award	10%	30%

Source: Processed from the compilation of the performance report of the Financial Services Sector Alternative Dispute Resolution Institution (LAPS-SJK) and complaint statistics of the Financial Services Authority (OJK) consumer protection portal.[27][28]

The data in the table above indicates that before the intervention of the Constitutional Court, the dominance of unilateral claims rejection reached a massive number (78%). The majority of policyholders whose claims were rejected were forced to surrender due to the lack of legal basis that required insurance companies to mediate over the cancellation of Article 251 of the Criminal Code. However, after the enactment of the Constitutional Court Decision No. 83/PUU-XXII/2024, the percentage of insured who are unilaterally harmed is projected to drop drastically to 15%, where the rest of the refusal is immediately escalated into formal disputes resolved through LAPS-SJK (55%) or courts (30%).

2. How the Constitutional Court's Decision Number 83/PUU-XXII/2024 affects legal certainty and the principle of justice in the procedures and evidence of life insurance policy claims

The dynamics of insurance law in Indonesia are often faced with a clash between the freedom of contract that insurance companies hold tightly and the constitutional rights of policyholders who are often in a weak bargaining position. The Constitutional Court Number 83/PUU-XXII/2024 is present as an important evaluative basis in reviewing the constitutionality of Article 251 (KUHDagang). Historically and textually, according to Article 251 of the Criminal Code, any information that is false, inconsistent with the

[27] Financial Services Sector Alternative Dispute Resolution Institution, *2024 Annual Report: Transformation for Sustainable Growth* (Financial Services Sector Alternative Dispute Resolution Institution, 2024), lapssjk.id.
[28] Prayoga et al., 'BASIS AND IMPLICATIONS OF THE CONSTITUTIONAL COURT DECISION NUMBER 83/PUU-XXII/2024 REGARDING THE UNILATERAL CANCELLATION OF INSURANCE AGREEMENTS BY INSURANCE COMPANIES'.

statement, or concealment of circumstances that the insured has known, even if done in good faith, can make the coverage void if the insurer will not enter into an agreement with conditions that remain in force when the actual facts are known.[29] The rigid application of this article in insurance industry practice has created a structural imbalance, which gives insurers the right to unilaterally terminate policies once a claim has been filed, ignoring the fact that the *underwriting process* and initial checks are actually the professional responsibility of insurance companies.

Evaluating the ramifications of this ruling requires applying the framework of Gustav Radbruch's Legal Purpose Theory. Radbruch asserts that a comprehensive legal system must encompass three interdependent core principles: justice (*gerechtigkeit*), utility (*zweckmaeszigkeit*), and legal certainty (*rechtssicherheit*).[30] For decades, the implementation of Article 251 of the Commercial Code has disproportionately afforded this certainty to a single entity: the insurance provider. Insurers have consistently relied on this provision to unilaterally terminate agreements upon discovering inconsistencies in a deceased policyholder's medical history, effectively rejecting claims without mutual deliberation. Such an unbalanced paradigm, however, is irreconcilable with the equitable legal certainty mandated by Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia (1945 Constitution). This foundational mandate, which secures the right to just legal recognition, protection, and egalitarian treatment for all citizens, fundamentally opposes any oppressive application of legal certainty.[31] Viewed through Radbruch's theoretical framework, the Constitutional Court's decision successfully realigns legal certainty with substantive justice. Consequently, determining the presence of good or bad faith is no longer the exclusive prerogative of the insurer; rather, it must be established through an impartial, transparent, and objective procedural mechanism for claims.

[29] *Constitutional Court Decision 83/PUU-XXII/2024.*
[30] Radbruch et al., 'The Injustice of Law and Supra-Statutory Law'.
[31] *Constitutional Court Decision 83/PUU-XXII/2024.*

This brings us to the analysis of the validity of insurance contracts based on the Civil Code. Siregar et al. (2026) emphasized that the validity of insurance agreements is highly dependent on the fulfillment of Article 1320 of the Civil Code which includes halal agreements, skills, certain objects, and their causes.[32] The agreement on which the contract is based cannot be interpreted simply as the signing of a standard form provided by the insurance company. Furthermore, according to Article 1321 of the Civil Code, consent becomes invalid if it is born from negligence, coercion, or fraudulent acts. In life insurance disputes, the incompleteness of medical information provided by the insured is often not a deliberate form of fraud, but an administrative error or even the negligence of the insurance agent who did not provide adequate assistance when filling out the Life Insurance Application Letter (SPAJ).

This is where the Constitutional Court Decision Number 83/PUU-XXII/2024 changed the evidentiary landscape. If the insurer has conducted an independent medical examination at the time of policy recovery and agrees that the insured is eligible to be insured, then the insurer loses the ethical and juridical right to postulate the existence of a will defect based on past medical data that is retrospectively mined only when the claim is filed. The insurer's action to find fault after an event (risk of death) is a form of direct violation of Article 1338 paragraph (3) of the Civil Code, which requires that all agreements must be executed in good faith.[33]Maximum good faith is not only the insured's obligation to disclose material facts, but also the principle of reciprocity that also binds the insurance company.[34] As explained in the general principles of insurance by Vivian & Mushai (2020),

[32] Nur Asiyah Siregar, Hahir Siregar, and Dimas Agung Nugroho, 'Juridical Analysis of Insurance Agreements According to the Civil Code and Insurance Law', *ISNU Nine-Star Multidisciplinary Journal* 3, no. 1 (2026): 113–20, https://doi.org/10.70826/ins9mj.v3i1.1341.
[33] Ibid.
[34] Ariska Agustina et al., 'Classification of Economic Risk and Legal Principles in Insurance Coverage for Modern Insurance Practices in Indonesia', *International Journal of Health and Pharmacy* 5, no. 2 (2025): 239–44, https://doi.org/10.51601/ijhp.v5i2.415.

insurance companies cannot take refuge behind technical clauses to avoid the responsibilities they have accepted when agreeing to accept premiums.[35]

At the constitutional level, the practice of unilateral cancellation and arbitrary denial of claims is detrimental to the postulate of Article 1 paragraph (3) of the 1945 Constitution which affirms Indonesia as a state of law, as well as Article 27 paragraph (1) of the 1945 Constitution which guarantees the equality of every citizen before the law. The relationship between multinational insurance companies and individual policyholders is an asymmetrical one. When the insurer acts like an investigator, prosecutor, and judge who decides that the insured is hiding the facts, the insurer has deprived the insurer of the principle of equality. Policyholders are placed as subordinates who have no room to defend themselves. More importantly, the value of insurance benefits that heirs are entitled to after the insured fulfills the obligation to pay premiums regularly is a manifestation of legitimate property. The rejection of claims without a balanced evidentiary procedure is a threat to Article 28G paragraph (1) of the 1945 Constitution, which explicitly provides protection for property under the power of citizens.[36]

To bridge this protection gap, the Legal Protection Theory initiated by Philipus M. Hadjon has become very relevant. Hadjon classifies legal protection for the people for the actions of the ruler or dominant party into two dimensions: preventive protection and repressive protection.[37] This Constitutional Court decision, in synergy with Law Number 40 of 2014 concerning Insurance, strengthens these two dimensions. Preventively, Article 31 of the Insurance Law and its derivative regulations require insurance companies to implement full transparency and fair treatment of policyholders, prohibit the provision of misleading information, and require

[35] R. Vivian and A. Mushai, *General Principles of Insurance*, vol. 1 (University of the Witwatersrand. Johannesburg, 2020), https://doi.org/10.1016/S0033-3506(54)80136-3.
[36] *Constitutional Court Decision 83/PUU-XXII/2024*.
[37] Gomuli Oscar, 'Legal Protection for Life Insurance Holders with Legal Certainty', *Social and science journals* 4, no. 9 (September 2024): 918–36, https://doi.org/10.59188/jurnalsosains.v4i9.3170.

the risk selection process (*underwriting*) to be carried out comprehensively at the beginning, not at the end.[38] Repressively, when a claim dispute occurs, the Insurance Law mandates the availability of a fair dispute resolution channel, either through mediation, arbitration, or the intervention of a supervisory agency.[39] This repressive protection ensures that the application of Article 251 of the Criminal Code must not be a means of unilateral justification; proof of the insured's negligence must be through a legally tested dispute resolution mechanism, where *the burden of proof* must be borne jointly in a balanced manner.

Scientific Synthesis and Differences with Previous Research

In order to measure the originality and *novelty of the* analysis in this sub-chapter, the results of the above elaboration must be critically confronted with various previous research publications. Previous studies have made important contributions in mapping the legal landscape of life insurance in Indonesia, but most of them are still fixated on normative-private and institutional paradigms.

First, the research conducted by Siregar, Ernawati, Siregar, and Nugroho (2026) focuses more on analyzing the validity of insurance agreements from the perspective of Article 1320 of the Civil Code (KUHPerdata) and the restriction of the principle of freedom of contract through Law Number 40 of 2014.[40] Their research concludes that insurance agreements are not purely private, but have a public interest dimension that requires clarity of the object of coverage and compliance with *lex specialis rules*. Although comprehensive, Siregar et al.'s research does not touch on the technical dynamics in claims that prove disputes and how recent jurisprudence has overhauled the burden of proof at the judicial level.

[38] Ibid.
[39] Ibid.
[40] Siregar, Siregar, and Nugroho, 'Juridical Analysis of Insurance Agreements According to the Civil Code and Insurance Law'.

Second, the publications of Yanti and Suryono (2024) and Masita and Silviana (2024) take a very specific approach to the intersection between insurance law and banking law, namely in Credit Life Insurance and Home Ownership Credit (KPR) products.[41] Yanti and Suryono (2024) dissect the Supreme Court Decision Number 3079K/Pdt/2019 and conclude that the insured's position is very weak because of the juridical direct relationship between the bank (as the policyholder) and the insurance company (as the insurance insurer). In line with this, Masita and Silviana (2024) emphasized that life insurance in mortgages functions as a means of transferring the risk of debtor's death from banks to insurance institutions so that the debt does not burden the heirs.[42] The focus of these two studies is on debt transfers and tripartite relationships (banks, insurance, customers). The two did not explore further what if the insurance company rejects the bank's claim for procedural reasons from the customer's side who has left.

Third, research from Oscar, Setiawan, and Iryani (2024) uses Legal Protection Theory and Legal Certainty to evaluate the performance of supervisory authorities.[43] The results of their research highlight the weaknesses of public education, the ineffectiveness of dispute resolution mechanisms, and the inconsistency of law enforcement by the Financial Services Authority (OJK). They focus on the inequities between what the law mandates and what is actually happening on the ground in institutional governance.

Fundamentally different from the above works, the scientific findings from the analysis in this sub-chapter place the Constitutional Court Decision Number 83/PUU-XXII/2024 as a scalpel that dissects the micro

---

[41] Rahma Selina Yustika Yanti and Arief Suryono, 'Juridical Analysis of the Responsibility of Credit Life Insurance Companies: Study of Decision Number 3079K/PDT/2019', *Terang: Journal of Social, Political and Legal Sciences* Study 1, no. 1 (February 2024): 192–203, https://doi.org/10.62383/terang.v1i1.83.

[42] Nur Zhafira Masita and Ana Silviana, 'Legal Review of the Implementation of Home Ownership Credit Life Insurance at BCA', *Notary* 17, no. 3 (2024): 1784–800, https://doi.org/10.14710/nts.v17i3.49912.

[43] Oscar, 'Legal Protection for Life Insurance Holders with Legal Certainty'.

level of the law of proving claims. The findings conclude that the ruling proactively reconstructs life insurance claims procedures from a rigid and *insurer-centric* approach to a more *balanced* and truth-oriented approach. While previous studies viewed insured weakness limited to structural problems and lack of literacy, this study found that insured's defeat in the past was more often caused by asymmetric proof systems. The Constitutional Court's decision stopped the practice of manipulating the goodwill principle *often* used by insurance companies after the incident. Insurance companies are now asserted to have a proportionate obligation to validate risk upfront (*pre-event underwriting*), not just to nullify the policyholder's constitutional rights ultimately by using burdensome standard clauses. Through the lens of Gustav Radbruch, claims procedures are no longer just an instrument of business administration, but have been enhanced into a representation of the justice and legal certainty guaranteed by the country's constitution.

Conclusion

The decision issued by the Constitutional Court of the Republic of Indonesia has resulted in a substantive correction to the procedural system of life insurance claims in Indonesia. First, in terms of the description of the normative framework and procedural practices before the decision, this study confirms that the prevailing legal position (especially the interpretation of Article 251 of the Criminal Code) places the burden of proof and the risk of policy cancellation almost entirely on the insured so that the practice of claims is centered on the insurer. These findings are consistent with the description in your uploaded research paper, which notes patterns of unilateral cancellations and penalties for insureds.

Second, for the purpose of interpreting the legal considerations of the Constitutional Court Decision No. 83/PUU-XXII/2024, the research shows that the Court demands a conditional interpretation of Article 251: the cancellation of coverage cannot be done unilaterally but must depend on a collective agreement or court decision. The juridical implication is that the need for annulment has shifted from an administrative declaration to a process that requires material proof and procedural legal process.

Third, regarding the burden of proof and the type of evidence, the decision shifts the balance of proof. The impact is: (a) the insurer must demonstrate a material relationship between misrepresentation and risk assessment (causal relationship) if it is to claim a cancellation; (b) the insured is no longer automatically compelled to provide complete evidence stacked to prove his good faith. DT Subagiyo explained that information about the insured's risk conditions is the basis for insurance companies in determining coverage acceptance and risk assessment at the underwriting stage. Therefore, the accuracy of the information provided by the insured has direct implications for the enforceability of the insurance contract and the claims process.[44] Thus, the focus of proof shifts to pre-event verification (correct emission assurance) and validation of material evidence during the adjudication or mediation process.

Fourth, the study identified remaining gaps in post-decision norms: (1) there are no uniform technical implementation rules regarding material evidence standards; (2) there is no procedural clarity on the time frame and evidentiary mechanism when the dispute is brought to the LAPS-SJK; and (3) there is still uncertainty in the standard policy clauses that have not been revised to be consistent with the meaning of the Constitutional Court's Decision. This gap has implications for the risk of inconsistent practices between companies and uncertainty for the insured in the claims settlement process.

Fifth, the research formulates operational normative recommendations. It is recommended (a) an update of policy clauses that require substantive risk checks when underwriting emissions; (b) the

[44] Dwi Tatak Subagiyo and Salviana, *INSURANCE LAW* (Surabaya: PT REVKA PETRA MEDIA, 2016), https://erepository.uwks.ac.id/5191/1/Buku%20Hukum%20Asuransi.pdf?

issuance of joint interpretation guidelines by the OJK that set the minimum standards of material evidence and mediation procedures for LAPS-SJK; (c) strengthen educational mechanisms for agents to prevent disclosure gaps; and (d) standard response times and documentation for effective mediation. The implementation of these recommendations will speed up claims settlement, reduce high-cost litigation, and foster public trust in the industry.

In short, the Constitutional Court Decision No. 83/PUU-XXII/2024 serves as a catalyst for the shift from the practice of asymmetric proof to a fairer procedural balance, and also in the international insurance legal literature, insurance contracts are based on the highest *principle of good faith*, namely the obligation of both parties to disclose relevant information honestly in the process of establishing a contract, [45] However, the benefits of such a ruling will only be maximized if operational measures by regulators and industry are followed: harmonization of policy clauses, clear material evidentiary standards, and strengthening of non-litigation mechanisms. Without these measures, the risk of uncertainty and non-uniform practices will continue to hamper the goal of ensuring the certainty and justice brought by constitutional rulings.

References

Agustina, Ariska, Prima Paramita Putri, Evi Kusumastuti Setianingrum, and Erlina Puspitaloka Mahadewi. 'Economy Risk Classification And Legal Principles In Insurance Coverage For Modern Insurance Practice In Indonesia'. *International Journal of Health and Pharmaceutical* 5, no. 2 (2025): 239–44. https://doi.org/10.51601/ijhp.v5i2.415.

Aleksander, Elisatris Gultom, and Sudrayat. 'Implikasi Putusan MK No. 83/PUU-XXII/2024 Terhadap Prinsip Keadilan Asuransi'. *RIO LAW JURNAL* 6, no. 2 (2025): 976–84. https://doi.org/https://doi.org/10.36355/.v1i2.

[45] Vivian and Mushai, *General Principles of Insurance*, vol. 1.

Ardhi, Muhammad Maulana, and Rosalinda Elsina L. 'Perlindungan Hukum Terhadap Nasabah yang Mendapatkan Penolakan Klaim Asuransi Jiwa di Indonesia'. *Journal Evidence Of Law* 3, no. 2 (May 2024): 59–67. https://doi.org/10.59066/jel.v3i2.589.

Astuti, Dewi Probo, Clara Meilindawaty Situmorang, Sri Evehulisa Pinem, and Erlina Puspitaloka Mahadewi. 'The Present And Future Definition Of Health Insurance Based On Laws And Regulations In Indonesia'. *International Journal of Health and Pharmaceutical* 5, no. 2 (2025). https://doi.org/10.51601/ijhp.v5i2.369.

Bediona, Kornelis Antonius Ada, Muhamad Rafly Falah Herliansyah, Hilman Nurjaman, and Dzulfikri Syarifuddin. 'Analisis Teori Perlindungan Hukum Menurut Philipus M Hadjon Dalam Kaitannya Dengan Pemberian Hukuman Kebiri Terhadap Pelaku Kejahatan Seksual'. *Das Sollen: Jurnal Kajian Kontemporer Hukum dan Masyarakat* 2, no. 1 (2023): 1–25. https://journal.forikami.com/index.php/dassollen/article/view/557.

Darmawi, Herman. *Manajemen Risiko*. 2nd edn. Jakarta: Bumi Aksara, 2016. https://books.google.co.id/books?id=Nz1lEAAAQBAJ&lpg=PP1&ots=iuJPmCGkvu&dq=Darmawi%2C%20Herman.%20(2002).%20Manajemen%20Risiko.%20Jakarta%3A%20Bumi%20Aksara.&lr&hl=id&pg=PR4#v=onepage&q&f=false.

Fauziah, Khanifa, Gunardi Lie, and Moody Rizqy Syailendra. 'Legal Protection Bumi Putera Joint Life Insurance Policyholders'. *ARRUS Journal of Social Sciences and Humanities* 3, no. 2 (May 2023): 115–21. https://doi.org/10.35877/soshum1710.

Hadjon, Philipus M. 'Peradilan Tata Usaha Negara Dalam Konteks Undang-Undang No. 30 Th. 2014 Tentang Administrasi Pemerintahan'. *Jurnal Hukum Dan Peradilan* 4, no. 1 (2015): 51–64. https://doi.org/10.25216/jhp.4.1.2015.51-64.

Herpradanti, Shafira. 'Implikasi Putusan MK No. 83/PUU-XXII/2024 terhadap Hukum Asuransi di Indonesia: Analisis Yuridis Normatif'. *Jurnal Ilmu Hukum, Humaniora dan Politik* 6, no. 1 (2025): 455–63. https://doi.org/doi.org/10.38035/jihhp.v6i1.

Kitab Undang-Undang Hukum Dagang (KUHD) / Wetboek van Koophandel voor Indonesië.

Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan. *Laporan Tahunan 2024: Transformation for Sustainable Growth*. Lembaga

Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan, 2024. lapssjk.id.

Masita, Nur Zhafira, and Ana Silviana. 'Tinjauan Hukum Penerapan Asuransi Jiwa pada Kredit Pemilikan Rumah di BCA'. *NOTARIUS* 17, no. 3 (2024): 1784–800. https://doi.org/10.14710/nts.v17i3.49912.

Oscar, Gomuli. 'Perlindungan Hukum Bagi Pemegang Asuransi Jiwa yang Berkepastian Hukum'. *Jurnal sosial dan sains* 4, no. 9 (September 2024): 918–36. https://doi.org/10.59188/jurnalsosains.v4i9.3170.

Peraturan Otoritas Jasa Keuangan Nomor 61/POJK.07/2020 tentang Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangang, 61/POJK.05/2020 32 (2020). https://www.ojk.go.id.

Prayoga, Aan Wahana, Rizky Riswandha Satria Utama, Mohamad Febri Ashiddiqi, and Reagen Amadeus Andrew Awaloei. 'DASAR DAN IMPLIKASI PUTUSAN MAHKAMAH KONSTITUSI NOMOR 83/PUU-XXII/2024 TERKAIT PEMBATALAN PERJANJIAN ASURANSI SECARA SEPIHAK OLEH PERUSAHAAN ASURANSI'. *Jurnal Hukum Lex Generalis*. 6, no. 4 (2025): 1–19. https://doi.org/10.56370/jhlg.v6i4.1860.

Putri, Xaviera Netanya. 'Implikasi Pasca Ditetapkannya Putusan Mahkamah Konstitusi Nomor 83/PUU-XXII/2024 Terhadap Penerapan Prinsip Itikad Baik yang Sempurna Berdasarkan Pasal 251 Kitab UndangUndang Hukum Dagang'. *Jurnal Ilmu Hukum, Humaniora dan Politik* 5, no. 6 (2025): 5475–89. https://doi.org/10.38035/jihhp.v5i6.

Putusan Mahkamah Konstitusi Nomor 83/PUU-XXII/2024 (Mahkamah Konstitusi Republik Indonesia 2024). https://www.mkri.id.

Radbruch, Gustav, Karl Geiler, Walter Hallstein, Hermann Steidle, and Hans Ehard. 'Gesetzliches Unrecht und übergesetzliches Recht'. *SÜDDEUTSCHE JURISTEN-ZEITUNG* 1, no. 5 (1946): 105–8.

Rama, Bagus Gede Ari. 'Alternatif Penyelesaian Sengketa Jasa Keuangan Melalui LAPS-SJK: Perspektif Kepastian Hukum'. 1, no. 1 (2022): 22–28.

Siregar, Nur Asiyah, Hahir Siregar, and Dimas Agung Nugroho. 'Juridical Analysis of Insurance Agreements According to Civil Code and Insurance Law'. *ISNU Nine-Star Multidisciplinary Journal* 3, no. 1 (2026): 113–20. https://doi.org/10.70826/ins9mj.v3i1.1341.

Siyo, Suryanto, Salma Aulia, Risca Ayuni, and Randah Salwa. 'Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam

Perjanjian Asuransi Jiwa Oleh Perusahaan Asuransi'. *Jurnal Legal Reasoning* 6, no. 2 (2024): 138–49.

Subagiyo, Dwi Tatak, and Salviana. *HUKUM ASURANSI*. Surabaya: PT REVKA PETRA MEDIA, 2016. https://erepository.uwks.ac.id/5191/1/Buku%20Hukum%20Asuransi.pdf?

Suyanto. *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris Dan Gabungan*. Surabaya: UNIGRES PRESS, 2022.

Tobing, David ML. *Klausula Baku: Paradoks Dalam Penegakan Hukum Perlindungan Konsumen*. Jakarta: Gramedia Pustaka Utama, 2019.

Undang-Undang Republik Indonesia Nomor 40 Tahun 2014 Tentang Perasuransian, Pub. L. No. 40, Lembaran Negara Republik Indonesia Tahun 2014 Nomor 337 (2014).

Vivian, R., and A. Mushai. *General Principles of Insurance*. Vol. 1. University of the Witwatersrand. Johannesburg, 2020. https://doi.org/10.1016/S0033-3506(54)80136-3.

Widijowati, Dijan. 'Unveiling the Legal Landscape: A Comprehensive Study on Motor Vehicle Insurance in Accordance with the Commercial Law Code'. *Research Horizon* 2, no. 6 (2022): 607–14. https://doi.org/doi.org/10.54518/rh.2.6.2022.99.

Yanti, Rahma Selina Yustika, and Arief Suryono. 'Analisis Yuridis Tanggung Jawab Perusahaan Asuransi Terhadap Asuransi Jiwa Kredit: Studi Putusan Nomor 3079K/PDT/2019'. *Terang : Jurnal Kajian Ilmu Sosial, Politik dan Hukum* 1, no. 1 (February 2024): 192–203. https://doi.org/10.62383/terang.v1i1.83.