

***THE PRINCIPLE OF GOOD FAITH AND RESPONSIBILITY INSURER ON
LIFE INSURANCE AGREEMENT***

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ABSTRACT

This dissertation aims to revise and review the existence of Article 251 Indonesia Commercial Code. It is caused by weakness of the article in providing fair protection to the weaker party in the contract of life insurance. This is often seen in the practical level where insurers fail to get an appointment on contract claims. For this reason, this dissertation proposes the principle of good faith that justice can provide benefits and legal certainty for the parties to the insurance contract so that a balance of both in the process of pre-contract, contract and post-contract of insurance.

The linkage between risk and insurance agreements can not be separated objects associated with the insurance agreement. Risk for the occurrence of uncertain events can be transferred to the insurance company pays a premium to an insurance company. To address the risk that there will be risk management needs to be done to anticipate uncertain events that may occur. Person's death must have happened, but the occurrence is not known, it is necessary to confront her with the preparation of the transfer of risk to the insurance company.

Protection of the insured and the insurance company as the customers responsibility of insurance companies as well as businesses discussed in this dissertation as well as dispute settlement case and several cases related to Article 251 Indonesia Commercial Code.

Keywords: good faith, fairness, responsibility underwriter