

Insurance Company Liability for Denial of Cancer-Related Claims Against Policyholders

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ABSTRACT

Humans experience various risks in their lives. An insurance company is an institution that can cover these risks. The form of risk transfer is an agreement with a reciprocal relationship, meaning that each party has rights and obligations that must be fulfilled. Sometimes the insured/policyholder has fulfilled their obligation to pay insurance premiums, but when a claim is made, the insurer, namely the insurance company, rejects the claim. This claim rejection occurs for various reasons, resulting in the policyholder suffering a loss. This insurance claim rejection usually occurs in life insurance that covers dangerous diseases such as cancer. This study will examine the responsibility of insurance companies for rejecting cancer claims against policyholders. Claim rejections must be based on legitimate, clear reasons, and in accordance with statutory provisions. Claim rejections that are carried out unilaterally, are not transparent, or contrary to the principle of good faith can be qualified as default or an unlawful act. This form of accountability can be in the form of an obligation to pay claims, provide compensation to policyholders and the possibility of imposing administrative sanctions by the Financial Services Authority if the insurance company is proven to have violated legal provisions in the insurance sector.

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1. INTRODUCTION

Health remains one of the most important public concerns in Indonesia, particularly due to the increasing prevalence of non-communicable diseases. Among these, cancer has become a serious health challenge with significant social and economic consequences. According to the World Health Organization, cancer is one of the leading causes of death globally, accounting for approximately 10 million deaths in 2020, or nearly one in six deaths worldwide [1]. In Indonesia, cancer continues to rank among

the leading causes of mortality after stroke and cardiovascular disease, making it a major concern in the national healthcare system [2].

Cancer is generally defined as a disease characterized by the uncontrolled growth of abnormal cells that can invade surrounding tissues and spread to other organs through metastasis [1]. One of the primary challenges in cancer treatment is that symptoms often do not appear during the early stages of development. As a result, many patients are diagnosed only after the disease has progressed to an advanced stage, reducing the effectiveness of treatment and

increasing mortality rates [3]. In addition to its health consequences, cancer also creates substantial economic burdens due to the high costs of medical care and long-term treatment [4].

The increasing cost of cancer treatment often prevents patients from obtaining adequate and timely healthcare services. This condition highlights the importance of financial protection mechanisms, especially for individuals diagnosed with critical illnesses. Insurance functions as a risk transfer mechanism through which individuals transfer potential financial losses to insurance companies in exchange for premium payments [5]. Through this mechanism, insurance provides financial security, income protection, and welfare support for individuals and families facing uncertain future risks such as illness, disability, or death [6].

The legal framework of insurance in Indonesia is regulated under Law Number 40 of 2014 concerning Insurance, which defines insurance as an agreement between an insurer and a policyholder that serves as the legal basis for premium collection in return for compensation or payment upon the occurrence of uncertain events [7]. In this context, life insurance and critical illness insurance play an increasingly important role in supporting individuals diagnosed with severe illnesses such as cancer. These insurance products provide financial compensation to policyholders to help cover treatment expenses and reduce financial hardship during periods of illness [8].

However, disputes frequently arise in insurance practice, particularly concerning the rejection of claims submitted by policyholders. In Indonesia, several cancer patients have experienced claim denials due to differing interpretations of medical diagnoses or policy clauses. One notable case involved Allianz Life Indonesia, where a policyholder diagnosed with neuroblastoma experienced rejection of a health insurance claim because the insurer categorized the disease as a tumor rather than cancer according to the policy provisions [9]. Such cases raise important legal questions

regarding the responsibility of insurance companies and the legal protection available to policyholders whose claims are denied [10].

Based on the issues above, this study analyzes the responsibility of insurance companies regarding the rejection of cancer-related insurance claims against policyholders. It further examines the legal remedies that may be pursued by policyholders in response to claim rejection. This research is expected to contribute both theoretically to the development of health law and insurance law in Indonesia and practically by offering recommendations to strengthen legal protection and dispute resolution mechanisms in insurance claim practices [11].

2. LITERATURE REVIEW

2.1 *Contract Theory*

The scope of contract theory includes legal principles, norms, and provisions governing how an agreement or contract becomes valid and legally binding. One of the essential principles in contract law is *consensus ad idem*, meaning that there must be a mutual understanding and agreement between the parties regarding the essential terms of the contract [12]. In Indonesian positive law, the law of contract adopts an open system, which allows parties to freely determine the contents of their agreement as long as it does not violate statutory regulations, morality, or public order [13].

Under Article 1339 of the Indonesian Civil Code, agreements bind not only to matters expressly stipulated by the parties, but also to obligations arising from propriety, custom, and law. Furthermore, Article 1320 of the Civil Code establishes four requirements for a valid agreement: mutual consent, legal capacity, a specific object, and a lawful cause [14]. The first two are categorized as subjective requirements, while the latter two are objective requirements. Failure to meet subjective requirements may render the contract voidable, while failure to meet objective requirements may cause the contract to be null and void by

operation of law. In insurance relationships, the legal connection between the insurance company and the policyholder is contractual in nature and is primarily evidenced through the insurance policy [15].

2.2 *Legal Liability Theory*

Legal liability theory examines the responsibility of legal subjects for unlawful acts or negligent conduct that cause loss or legal consequences to others. Hans Kelsen explains that legal responsibility arises when a person becomes legally accountable for a certain act and must bear legal sanctions resulting from conduct contrary to law [16]. Liability may arise intentionally or due to negligence, where negligence refers to the failure to exercise the level of care required by law [17].

In the insurance context, the legal responsibility of insurance companies in rejecting claims may arise from breach of contract or unlawful acts. Claim rejection may be classified as breach of contract when the insurer fails to fulfill obligations expressly stated in the policy despite the policyholder having complied with all required terms. On the other hand, rejection may constitute an unlawful act when it is carried out arbitrarily, in bad faith, or causes losses beyond contractual matters, thereby violating the legal rights of policyholders [18]. Therefore, legal liability becomes an important theoretical basis for analyzing insurer responsibility in disputes involving rejected cancer insurance claims.

2.3 *Legal Protection Theory*

Legal protection theory refers to the function of law in providing justice, legal certainty, order, benefit, and peace within society. According to [19], legal protection is an effort to safeguard human dignity and recognize legal rights against arbitrary actions based on legal norms [19]. He divides legal protection into two forms: preventive legal protection and repressive legal protection [20].

Preventive legal protection aims to prevent disputes before they arise, such

as through policy transparency, consumer education, and clear legal regulation. Meanwhile, repressive legal protection functions as a dispute resolution mechanism after a violation or loss occurs, including mediation, adjudication, or litigation [19]. In the insurance sector, legal protection for policyholders is highly relevant because policyholders are often in a weaker bargaining position than insurance companies. Effective legal protection ensures that policyholders receive fair treatment, access to information, and legal remedies when claims are rejected [21].

2.4 *Concept of Insurance*

Insurance is a legal and financial institution designed to transfer risk from an insured party to an insurer through premium payments. Economically, insurance is classified as a financial institution because it collects funds from the public in the form of premiums and manages those funds through investment activities [5]. Legally, insurance is intended to provide compensation or financial protection against uncertain future losses arising from illness, death, damage, or other risks.

Under Article 246 of the Indonesian Commercial Code, insurance is defined as an agreement by which the insurer binds itself to the insured, in exchange for a premium, to provide compensation for losses, damages, or loss of expected profits resulting from uncertain events [22]. Similarly, Law Number 40 of 2014 concerning Insurance defines insurance as a legal agreement between an insurance company and a policyholder forming the basis for premium collection and compensation payment upon the occurrence of uncertain events [7]. Thus, insurance is fundamentally based on contractual agreement, risk transfer, and legal protection.

2.5 *Insurance Policy*

An insurance policy is the primary legal document governing the

relationship between the insurer and the policyholder. It serves as written evidence of the insurance agreement and contains the rights and obligations of both parties [23]. The policy forms the legal basis for premium payment, claim submission, and settlement of disputes [24].

Essential components of an insurance policy generally include the identity of the parties, insured object or covered risk, premium amount, policy period, rights and obligations, exclusion clauses, and claim procedures. These elements must be clearly stated to ensure legal certainty and fairness in the implementation of the insurance agreement. Ambiguity in policy wording, particularly regarding exclusion clauses, frequently becomes a source of legal disputes in critical illness insurance claims, including cancer-related claims [25].

2.6 Insurance Claims

Insurance claims represent the core legal right of policyholders to receive payment or benefits when an insured event occurs. According to Law Number 40 of 2014, a claim is a request submitted by a policyholder or beneficiary to obtain payment or insurance benefits under the terms of the policy [7]. Claims become legally enforceable when the insured event occurs and all policy requirements are fulfilled.

A valid claim generally requires several elements, including the occurrence of an insured event, eligibility of the claimant, supporting documentation, and compliance with policy procedures. Policyholders also possess legal rights in the claim process, including the right to information, the right to a fair decision, the right to object or appeal against rejection, and the right to timely payment. Because claim disputes are common in critical illness insurance, proper claim procedures are essential to ensuring effective legal protection.

2.7 Responsibility of Insurance Companies

The legal responsibility of insurance companies toward policyholders generally arises from breach of contract and unlawful acts. Breach of contract occurs when an insurer fails to fulfill obligations stipulated in the insurance policy, such as refusing valid claims, delaying claim payments, or canceling policies unilaterally [26]. In such cases, policyholders may seek compensation for damages, losses, and legal interest.

Meanwhile, unlawful acts occur when insurers engage in conduct violating statutory obligations or causing harm beyond contractual obligations, including misleading information, bad faith claim handling, or misuse of customer data. Under Article 1365 of the Civil Code, injured parties may claim compensation for material and immaterial damages arising from unlawful acts [27]. Therefore, the responsibility of insurance companies extends beyond contractual obligations and includes broader legal accountability.

2.8 Legal Protection for Policyholders

Legal protection for policyholders in Indonesia consists of preventive and repressive mechanisms. Preventive protection includes transparency in policy wording, disclosure of risks and benefits, and customer education to improve insurance literacy. Insurance companies and agents are legally obligated to provide accurate, clear, and non-misleading information regarding insurance products, including risks, benefits, obligations, and costs [7].

Repressive legal protection applies when disputes arise between policyholders and insurers. Such protection includes complaint mechanisms, mediation, dispute settlement institutions, and judicial proceedings. These legal protections are essential in ensuring justice, restoring losses, and strengthening public confidence in the insurance industry.

2.9 Insurance Dispute Resolution

Insurance dispute resolution in Indonesia generally begins with an internal complaint submitted directly to the insurance company. If the dispute cannot be resolved internally, policyholders may seek facilitation through the Otoritas Jasa Keuangan or bring the case before the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK). These non-litigation mechanisms are often preferred because they are faster, less formal, and less costly than court proceedings.

If non-litigation efforts fail, policyholders retain the right to pursue legal action through the courts. Litigation serves as the final legal remedy to obtain justice and enforce the legal responsibilities of insurance companies [28]. Therefore, dispute resolution mechanisms play a crucial role in ensuring effective legal protection for policyholders, particularly in cases involving rejection of cancer insurance claims.

3. METHODS

The type of research employed in this study is normative juridical legal research (doctrinal research). Normative juridical legal research is understood as research that examines legal norms through library-based study in order to address legal issues. This type of legal research is conducted by reviewing various legal aspects, theories, philosophical perspectives, concepts of legislation, legal principles, and statutory regulations. The legal norms examined in this research include regulations, legal aspects, theories, and concepts related to the implementation of insurance protection for financing cancer surgery treatment [29].

This study applies both a statutory approach and a conceptual approach. The statutory approach is carried out by examining insurance-related laws and regulations governing the insurance sector. Meanwhile, the conceptual approach is conducted by analyzing legal concepts as

reflected in legal products, particularly those related to insurance law [30].

Legal Materials

The legal materials used in this research consist of primary, secondary, and tertiary legal materials.

3.1 Primary Legal Materials

Primary legal materials include:

- a. The Indonesian Civil Code (Burgerlijk Wetboek voor Indonesië);
- b. The Indonesian Commercial Code (Wetboek van Koophandel voor Indonesië);
- c. Law Number 40 of 2014 concerning Insurance;
- d. Regulation of the Minister of Finance of the Republic of Indonesia Number 422/KMK/06/2003 concerning the Conduct of Insurance and Reinsurance Business.

3.2 Secondary Legal Materials

Secondary legal materials are materials that provide explanations related to primary legal materials. These materials provide information regarding the substance and implementation of primary legal sources, including legal theories or doctrines of legal scholars, law books, papers, undergraduate theses, master's theses, dissertations, scientific journal articles, and research reports.

3.3 Tertiary Legal Materials

Tertiary legal materials are materials used to provide guidance and clarification regarding both primary and secondary legal materials, such as encyclopedias, bibliographies, and legal dictionaries.

3.4 Collection and Processing of Legal Materials

The technique used for collecting legal materials in this research is document study (library research). Document study is a method of collecting legal materials through written legal sources by applying content analysis. Since this research adopts a statutory approach, the initial step in collecting legal materials is identifying and reviewing legislation relevant to the legal issues discussed.

Library research in this study is conducted to collect primary, secondary, and tertiary legal materials related to legal protection for tumor patients covered by consortium insurance.

3.5 *Analysis of Legal Materials*

In the analysis process, the researcher first classifies the legal materials by grouping primary, secondary, and tertiary legal sources according to their relevance to the research focus. These legal materials are then systematically organized into an analytical framework based on the formulation of the legal issues.

The results of the legal material analysis are subsequently used to construct logical and systematic legal arguments concerning the rejection of cancer insurance claims. This analysis aims to assess whether the rejection of claims is consistent with the insurance policy provisions, the principle of good faith, and consumer protection principles, or whether it constitutes breach of contract or an unlawful act.

To strengthen the legal argumentation, this study further examines the legal responsibility of insurance companies by analyzing contractual aspects, consumer protection principles, and compliance with insurance regulations applicable in Indonesia.

4. RESULTS AND DISCUSSION

4.1 *Legal Regulation of Insurance Company Liability in Claim Settlement*

The legal relationship between an insurance company and a policyholder is fundamentally based on an insurance contract that creates reciprocal rights and obligations. Indonesian insurance law recognizes insurance agreements as legally binding contracts governed by the Indonesian Civil Code (KUHPerdata), the Commercial Code (KUHD), and Law Number 40 of 2014 concerning Insurance. These regulations establish that insurers are obligated to provide compensation when insured risks occur, while

policyholders are required to pay premiums and disclose material facts accurately.

The principle of *pacta sunt servanda*, as stipulated in Article 1338 of the Indonesian Civil Code, provides that legally concluded agreements shall bind the parties as law. Consequently, insurance policies become the primary legal basis for determining the rights and obligations of both insurers and insured parties. Insurance companies therefore bear contractual responsibility to fulfill valid claims submitted in accordance with policy provisions [31].

The study found that insurance liability is not limited to contractual obligations but also extends to administrative and consumer protection responsibilities. Insurance companies are required to act professionally, transparently, and in good faith throughout the policy period and claim settlement process. These obligations are reinforced by Law Number 40 of 2014 concerning Insurance and regulations issued by the Financial Services Authority (Otoritas Jasa Keuangan—OJK), which emphasize consumer protection and fair treatment of policyholders.

4.2 *Legal Principles Governing Insurance Company Responsibility*

The implementation of insurance company liability is guided by several fundamental principles of insurance law. These include the principles of insurable interest, utmost good faith (*uberrimae fidei*), indemnity, subrogation, proximate cause, and mutual cooperation [32].

Among these principles, the principle of utmost good faith plays a central role. This principle requires both parties to disclose all material facts honestly and accurately. Policyholders must provide truthful information regarding their health conditions and risk profiles, while insurance companies must clearly explain policy benefits, exclusions, waiting periods, and claim procedures [33].

The research indicates that disputes frequently arise when insurers rely on ambiguous policy clauses to reject claims. In such situations, the doctrine of *contra proferentem* becomes relevant. Under this doctrine, ambiguous contractual provisions must be interpreted against the party that drafted the contract, namely the insurance company. Therefore, unclear policy provisions regarding cancer definitions, exclusions, or coverage limitations should be construed in favor of policyholders.

4.3 Legal Grounds for Insurance Claim Rejection

The study reveals that insurance companies may legally reject claims only when the rejection is supported by valid legal and contractual grounds. Several legitimate reasons for claim denial include:

- a. Policy lapse due to unpaid premiums;
- b. Failure to satisfy the waiting period requirement;
- c. Pre-existing medical conditions not disclosed by the insured;
- d. Incomplete claim documentation;
- e. Risks expressly excluded under the insurance policy.

In cancer insurance claims, insurers commonly rely on pre-existing condition clauses and exclusion provisions. However, these grounds must be supported by objective medical evidence and clearly stipulated policy provisions. Claim rejection based solely on unilateral interpretation by the insurer cannot be justified under Indonesian insurance law [34].

The research further demonstrates that many disputes arise from ambiguous definitions of cancer within insurance policies. Terms such as malignant tumor, invasive cancer, and carcinoma in situ are often inadequately defined, leading to differing interpretations between insurers and policyholders. Such ambiguity creates legal uncertainty and potentially disadvantages consumers.

4.4 Legal Liability for Unjustified Rejection of Cancer Claims

The findings indicate that unjustified claim rejection may result in three forms of legal liability: contractual liability, tort liability, and administrative liability.

1. Contractual Liability (Breach of Contract)

An insurance company commits a breach of contract when it refuses to pay a claim despite the fulfillment of all policy requirements by the insured. Under Article 1243 of the Indonesian Civil Code, the injured party may seek compensation for losses resulting from non-performance of contractual obligations.

In cancer claim disputes, breach of contract occurs when policyholders have paid premiums, submitted complete documentation, and satisfied all contractual requirements, yet insurers refuse payment without lawful justification.

2. Tort Liability (Perbuatan Melawan Hukum)

Claim rejection may also constitute an unlawful act under Article 1365 of the Indonesian Civil Code. This occurs when insurers act negligently, dishonestly, or contrary to legal obligations and consumer protection principles. Tort liability may arise where insurers intentionally misinterpret policy provisions, fail to conduct objective medical assessments, or engage in discriminatory claim practices.

3. Administrative Liability

Insurance companies are also subject to administrative sanctions imposed by OJK. Such sanctions may include written warnings, administrative fines, business restrictions, suspension of business activities, and revocation of business licenses.

4.5 Legal Remedies Available to Policyholders

Policyholders whose cancer claims are rejected have access to both non-litigation and litigation remedies.

a. Non-Litigation Remedies

Non-litigation mechanisms include negotiation, mediation, conciliation, adjudication, and arbitration. The Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK) serves as the primary institution for resolving insurance disputes outside court proceedings.

These mechanisms offer faster, less costly, and more flexible solutions compared to litigation, making them particularly suitable for policyholders undergoing expensive cancer treatment.

b. Litigation Remedies

Where non-litigation efforts fail, policyholders may initiate legal proceedings before civil courts. Claims may be based on breach of contract or unlawful acts, depending on the circumstances of the dispute.

The study found that Indonesian courts have increasingly emphasized the principles of good faith, consumer protection, and fair interpretation of insurance contracts. Judicial decisions have consistently ruled against insurers that reject claims without objective evidence or rely on ambiguous policy provisions to avoid their contractual obligations.

The research demonstrates that the legal framework governing insurance claim rejection in Indonesia is designed to balance contractual freedom with consumer protection. Although insurers possess the authority to assess and reject claims, such authority is not absolute. It must be exercised within the limits established by contract law, insurance regulations, consumer protection principles, and judicial precedents.

The findings further reveal that disputes concerning cancer claims

primarily arise from ambiguous policy language and inconsistent interpretation of medical definitions. Consequently, insurance companies must formulate policy provisions clearly and transparently to minimize legal uncertainty and ensure fairness for policyholders.

Furthermore, unjustified claim rejection may simultaneously trigger contractual, tort, and administrative liabilities. This multi-layered accountability framework reflects the Indonesian legal system's commitment to protecting policyholders from arbitrary or bad-faith practices by insurance companies. Therefore, insurers must uphold the principles of utmost good faith, transparency, and fairness throughout the claim settlement process to maintain public trust in the insurance industry.

The novelty of this research lies in its specific examination of the legal responsibility of insurance companies regarding the rejection of cancer-related insurance claims, as well as the identification of types of cancer that are excluded from health insurance coverage. Unlike previous studies that generally discuss insurance claim disputes in a broader context, this research focuses on cancer as a critical illness with a high prevalence rate and significant treatment costs, which frequently leads to disputes between insurance companies and policyholders. This study not only investigates the legal basis for claim rejections by insurance providers but also analyzes the extent to which exclusion clauses in health insurance policies regulate certain types of cancer that are not covered under insurance protection [11].

Furthermore, this research examines the conformity of cancer claim rejection practices with the principle of utmost good faith, the principle of contractual balance in insurance agreements, and consumer protection principles as stipulated in applicable laws

and regulations, including those issued by the Indonesian Financial Services Authority (OJK). This issue is particularly important because, in practice, insurance companies often reject cancer-related claims based on various grounds, such as pre-existing medical conditions, unfulfilled waiting periods, early-stage cancers that do not meet the policy's definition of a critical illness, or specific types of cancer that are explicitly excluded from coverage under policy provisions [35].

Another innovative aspect of this study is its analysis of the transparency of information provided by insurance companies to prospective policyholders regarding limitations and exclusions related to cancer coverage. The research evaluates whether exclusion clauses concerning non-covered cancer conditions are communicated clearly and comprehensibly to consumers, thereby minimizing information asymmetry that could potentially disadvantage policyholders. In this regard, the study integrates three key dimensions: the legal responsibility of insurance companies, the protection of policyholders' rights, and the regulation of cancer types that are excluded from health insurance coverage [34].

Through this approach, the research is expected to contribute to the development of insurance law scholarship by providing a more specialized understanding of cancer-related insurance disputes. In addition, it offers practical recommendations for insurance companies, regulators, and consumers to promote a more transparent, equitable, and accountable legal framework for the handling of cancer treatment claims and the protection of policyholders' rights.

4. CONCLUSION

Based on the analysis conducted in this study, it can be concluded that the

liability of insurance companies for the rejection of cancer claims submitted by policyholders fundamentally arises from a valid insurance agreement established between the parties. Insurance companies are legally obligated to pay claims when policyholders have fulfilled all requirements and conditions stipulated in the insurance policy. Claim rejection is only justifiable when it is based on lawful, clear, and objective grounds in accordance with the policy provisions and applicable laws and regulations. Therefore, any claim denial must be supported by legitimate reasons and carried out in compliance with legal standards. A claim rejection that is conducted unilaterally, lacks transparency, or violates the principle of good faith may constitute either a breach of contract or an unlawful act. In such circumstances, the insurance company may be held liable through the payment of the denied claim, compensation for damages suffered by the policyholder, and the imposition of administrative sanctions by the Financial Services Authority (OJK) if the insurer is found to have violated insurance regulations.

Furthermore, policyholders who suffer losses as a result of cancer claim rejections have several legal remedies available to protect their rights. These remedies include both non-litigation and litigation mechanisms that complement one another. Non-litigation measures encompass internal dispute resolution procedures within the insurance company, settlement through the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK), and the submission of complaints to the Financial Services Authority (OJK). When such mechanisms fail to provide adequate legal protection, policyholders may pursue civil litigation before the courts to obtain legal certainty and justice. The selection of an appropriate legal remedy should take into account considerations of effectiveness, efficiency, and legal certainty in order to ensure optimal legal protection for policyholders and promote fairness within the insurance industry.

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