

ABSTRAK

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PELAKSANAAN PENYELESAIAN PEMULIHAN (RECOVERY) HAK-HAK ASURANSI KREDIT ATAS SUBROGASI PEMBAYARAN KLAIM KREDITUR/TERTANGGUNG TERHADAP TIMBULNYA RISIKO INSOLVENSIGAGAL BAYAR DEBITUR (Studi Kasus Sengketa Hukum dalam PT Asuransi Kredit Indonesia)

(x + 124 halaman)

Asuransi kredit perdagangan merupakan salah satu produk untuk menjamin resiko kegagalan pembayaran transaksi perdagangan kredit yang dilaksanakan *seller* kepada *Buyer* sebagai akibat dari *Buyers* insolvensi atau *Protracted default* (terjadi tunggakan berlarut-larut). Menurut ketentuan Pasal 284 KUHD disebutkan “penanggung yang telah membayar ganti kerugian atas benda yang diasuransikan menggantikan tertanggung dalam segala hak yang diperolehnya terhadap pihak ketiga yang telah menimbulkan kerugian tersebut, dan tertanggung bertanggung jawab untuk setiap perbuatan yang dapat merugikan hak penanggung terhadap pihak ketiga itu”, atau disebut subrogasi (*subrogation*). Melalui penelitian ini, maka diharapkan penelitian ini dapat menyelesaikan permasalahan pengaturan hukum atas hak-hak dan pelaksanaan pemulihan hak-hak dalam subrogasi asuransi kredit.

Seperti pada penelitian ini, penelitian dilakukan dengan metode yuridis normatif, dan pengumpulan data sekunder antara lain studi kasus di PT Askrindo dengan PT Trimitra Jaya Perkasa dan PT Bangun Kreasi Bersama. Hasil dari penelitian ini sendiri memperhatikan ketentuan Pasal 284 KUHD disertai ketentuan Pasal 1313, 1321, dan 1338 KUHPerduta sebagai dasar hukum bagi PT Askrindo untuk menerapkan hak-haknya dalam pembayaran klaim yang menimbulkan hak subrogasi terhadap Debitur dari pihak Tertanggung, serta dalam implementasi penerapan hak-hak yang timbul dari subrogasi juga memperhatikan upaya hukum yang dimungkinkan di Indonesia antara lain gugatan dan kepailitan.

Referensi : 31 (1985 – 2019)

ABSTRACT

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IMPLEMENTATION OF CREDIT INSURANCE RECOVERY RIGHTS IN SUBROGATION ON CLAIMS PAYMENT ARISING FROM THE DEBTORS INSOLVENCY (Case Study of Legal Disputes in PT Asuransi Kredit Indonesia)

(x + 124 pages)

Credit insurance is one of the products to guarantee the risk of failure in payment of credit trade transactions carried out by the seller to the Buyer as a result of the Buyers' insolvency or Protracted default (protracted arrears occur). According to the provisions of Article 284 of the KUHD, it is stated that "the insurer who has paid compensation for the insured object replaces the insured in all rights obtained against the third party who has caused the loss, and the insured is responsible for any actions that may harm the rights of the insurer against the third party", or called subrogation. Through this research, it is aimed that this research can solve the problem of legal regulation of rights and the implementation of rights recovery in credit insurance subrogation.

As in this study, the research was conducted using a normative juridical method, and secondary data collection included case studies at PT Askrindo with PT Trimitra Jaya Perkasa and PT Bangun Kreasi Bersama. The results of this study itself pay attention to the provisions of Article 284 of the KUHD accompanied by the provisions of Articles 1313, 1321, and 1338 of the Civil Code as the legal basis for PT Askrindo to apply its rights in the payment of claims that give rise to subrogation rights against the debtor from the insured, as well as in the implementation of the application of rights. rights arising from subrogation also take into account legal remedies that are possible in Indonesia, including lawsuits and bankruptcy.

Reference : 31 (1985 – 2019)