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Legal Challenges and Consumer Protection Solutions in Online Insurance Purchases

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Abstract

Introduction: *The ease of access and efficiency offered, as well as the digital system, bring legal consequences that need to be studied in depth, specifically regarding the validity of the agreement, consumer protection, and the responsibilities of the parties.*

Purposes of the Research: *This study aims to analyze the legal aspects of purchasing insurance in online transactions and the protection of online insurance buyers.*

Methods of the Research: *This study uses a normative legal research method with a comparative approach. Research data is sourced from secondary materials, including documents on insurance purchases, Law Number 40 of 2014 concerning Insurance, the Civil Code, and relevant laws and regulations, legal literature, and scientific publications.*

Results Main Findings of the Research: *The results of this study are online transaction purchases where the agreement is realized through a click – wrap agreement mechanism. Legally, this form of electronic agreement is recognized in the Electronic Information and Transactions Law, which states that electronic documents and signatures have valid legal force as long as they meet the specified requirements.*

Keywords: Online Insurance; Electronic Agreement; Consumer Protection; Validity of the Agreement.

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INTRODUCTION

Insurance is nothing new to Indonesian society. Today, it has become a basic human need. During the Dutch colonial era in 1843, insurance entered Indonesia. The first insurance company to enter was Bataviasche zee en Brand Assurantie Maatcsche zee en brand assurantie maatschaapij, established on January 18, 1942, in Kali Besar Timur, Jakarta. However, when they first entered Indonesia, several insurance companies saw the Dutch as a market. For example, NV Handel, Industrie en Landbouw Maatschappij tiedeman & van kerchem, and Escompto Bank. To date, modern companies from abroad have emerged offering insurance products tailored to the needs of today's society.[1]

Insurance companies entering Indonesia offer risk transfer through premium payments, as well as financial protection against unexpected risks such as accidents, death, or asset damage. The benefits to insurance buyers include cash compensation for heirs, peace of mind, and asset security. Insurance products include credit and guarantor insurance; aviation insurance; marine insurance; fire insurance; life insurance; health insurance; critical

[1] Junaidi Ganie, *Hukum Asuransi Indonesia* (Jakarta: Sinar Gafika, 2023).

illness insurance; and fire insurance.[2] The sense of security offered by insurance companies makes it a necessity within the community. The existence of general insurance, of course, encourages buyers to purchase insurance from insurance companies that offer risk transfer, which is also driven by public needs. The law governing insurance is Law of the Republic of Indonesia Number 40 of 2014 concerning Insurance.

Law Number 40 of 2014 concerning insurance states in point 17 that the parties referred to are individuals or business entities, whether in the form of legal entities or not. It is also stated in Law Number 40 of 2014 concerning guarantee funds that are the assets of insurance companies, sharia insurance companies, reinsurance companies or sharia reinsurance companies which are the final guarantee in order to protect the interests of policyholders, insured or participants.[3]

An insurance policyholder enters into a legally binding agreement with an insurance company, sharia insurance company, reinsurance company, or sharia reinsurance company to obtain protection or risk management for themselves, the insured, or other parties. The insured is the party facing the risk as stipulated in the insurance or reinsurance agreement. Insurance companies include insurance companies, sharia insurance companies, sharia insurance companies, sharia reinsurance companies, and insurance brokerage companies.

Currently, many insurance companies in Indonesia serve online (digital) policy purchases to make it easier for customers. Several insurance companies provide online purchasing services both through websites and applications. There are several insurance companies with digital/online products (life & health), namely Allianz Indonesia, Axa Mandiri & Axa Financial; Jagadiri / Central Asia Financial Ltd. Astra Life (I Love Life, Sequis Life, BCA Life, FWD Insurance, Zurich Indonesia, *Kita Jaga* (Sharia Life Insurance). Even now there is an online platform available.[4]

The popularity of online insurance sales is due to the ease and convenience offered. This is because online insurance sales provide clear information and promotions and discounts. However, the obstacle is of course the legal issue regarding online insurance purchases, namely consumer awareness where consumers who do not fully understand what they are buying on the online platform have made online transactions. Legal problems also occur, namely the claims process which insurance buyers consider difficult. In Indonesia, regulations regarding online insurance are regulated by the Financial Services Authority and Law Number 8 of 1999 concerning consumer protection. However, there have been several cases of default & Liquidity, namely several insurance companies have serious financial problems so that they fail to pay customer claims on time, damaging product trust.[5]

There are also several unlicensed marketplaces that are increasingly popular, where purchasing insurance online is now a trend in society. Of course, this refers to the name of the agreement, but when referring to the establishment of the Financial Services Authority, it is also a response to the development of the financial services sector. The Financial Services Authority is responsible for drafting regulations and policies that govern various

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[2] L Kurniawan F Fazri, "Aspek Hukum Pelaksanaan Perjanjian Asuransi," *Jurnal Ekonomi Manageman Sistem* 3, no. 1 (2021): 112.
[3] Henny setya lestari, "Pengaruh Intelectual Capital Terhadap Kinerja Perusahaan Asuransi Di Indonesia," *Jurnal Manajemen* XXI, no. 02 (2017): 509.
[4] Selvi Harvia Santri, "Prinsip Utmost Good Faith Dalam Perjanjian Asuransi Kerugian," *Journal EMBA* 1, no. 1 (2017).
[5] Risna Wati, "Asuransi Dalam Presktif Islam," *Muadalah* 3, no. 1 (2023): 927.

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aspects of business.[6] The Financial Services Authority, as a reviewing institution, is expected to be an independent institution. If we refer to the requirements for a valid agreement in Article 1320 of the Civil Code, namely the agreement of the parties in the agreement, the agreement of the parties in the agreement, a certain cause, the existence of a permissible cause. Meanwhile, if we refer to Article 246 of the Commercial Code, namely insurance is or can be said to be an agreement by which a person binds himself to the insured, with an agreement a person binds himself to the insured. This article states firmly that an insurance agreement involves a reciprocal relationship between the insured and the insurer based on uncertain events and does not cause risk.

METHODS OF THE RESEARCH

The research method used in the study of the legal aspects of insurance purchases in online transactions is normative, where the research places library materials as a source or can also be called a literature study, where in this research entitled the legal aspects of insurance purchases in online transactions, namely analyzing laws and regulations, legal principles or legal systematics.[7]Analysis in the study of the legal aspects of insurance purchases in online transactions is a general to specific deductive thinking method.[8] Then in this research is a descriptive analytical study. This legal research approach uses a legal qualitative approach. This approach emphasizes an in-depth understanding of a problem for generalization. In this case, it refers to the title of the article, namely the legal aspects of insurance purchases in online transactions. In order to achieve legal research to become an additional knowledge in the field of insurance.[9]

RESULTS AND DISCUSSION

A. Validity of Insurance Policies Purchased Online

A document containing an agreement between the policyholder (customer) and the insurance company referred to as an insurance policy. An insurance policy is a document for the insurance policyholder that can also be called a deed that explains in detail the rights, obligations, benefits, and terms and conditions of the protection provided. Insurance policies generally contain provisions containing data on the policyholder & insured, the type of insurance purchased by the property. Guaranteed benefits, exclusions of things that are not covered, the amount of premium & payment method, as well as the validity period of the policy and claim procedures. According to article 1 number 6 of the Financial Services Authority Regulation Number 23 / POJK / 2016 of 2015 concerning insurance products and Marketing of Insurance Products (Financial Services Authority Regulation 23/2015) Financial Services Authority Regulation 23/2015. Insurance policies and marketing of insurance products) An insurance policy is an insurance agreement deed and other

[6] Oktavianus Tarorhb= Rudy weans, Rotinsuli Jopir, "Pengaruh Persepsi Konsumen Dan Kepercayaan Pengguna Jasa Asuransi Jasindo Mando," *Jurnal Riset Ekonomi , Manajemen , Bisnis, Dan Akuntansi* 3, no. 2 (2015): 312.

[7] Sulistyowati Irianto, *Memperkenalkan Studi Sosiolegal Dan Implementasi Metodologisnya, Dalam Sulistyowaty Dan Sidharta (Eds), Metode Penelitian Hukum Konstelasi Dan Refleksi, Hlm 177. Lihat Juga Dalam Sulistyowati Irianto Dalam Buku Yang Sama, Praktik Hukum: Perspektif Sosiole* (Jakarta: Yayasan Obor, 2009).

[8] Sunaryati Hartono, *Penelitian Hukum Di Indonesia Akhir Abad Ke XX,* (Bandung: Alumni, 1994).

[9] Sulistyowati Irianto, *Memperkenalkan Studi Sosiolegal Dan Implementasi Metodologisnya, Dalam Sulistyowaty Dan Sidharta (Eds), Metode Penelitian Hukum Konstelasi Dan Refleksi, Hlm 177. Lihat Juga Dalam Sulistyowati Irianto Dalam Buku Yang Sama, Praktik Hukum: Perspektif Sosiole.*

insurance documents made in writing and containing an agreement between the insurance company and the policyholder.

Based on the definition of insurance policy above, an insurance policy is certainly in the form of an agreement that refers to Article 1313 of the Civil Code. This agreement (or agreement) is based on the free will of the parties. An agreement is an act in which one or more people bind themselves to one person. The form of the agreement is certainly made in writing (contract) or verbally and binds the parties who made it. Types of agreements can be reciprocal (rights and obligations for both parties), free or named/unnamed agreements (regulated/not specifically regulated by law.[10]

Any person who is competent to purchase an insurance policy must have fulfilled the terms and conditions of the agreement they entered into, whether verbally or in writing. The Civil Code regulates the terms of any agreement. The primary requirement of any agreement is the agreement of the parties, and this also applies to insurance policy contracts purchased online. This is because an agreement is void if it arises due to negligence, coercion, or fraud, as stipulated in Article 1321 of the Civil Code. In this case, the agreement must arise from the will of the parties. An agreement is invalid if there is coercion (dwang).

The second requirement of the agreement is that Capability must be in accordance with Article 1329 of the Civil Code, which basically all people are competent to make agreements, unless determined to be incompetent according to law. The rights and obligations of both parties, at least the goods referred to in the agreement are determined to be tradable goods. This is a subjective requirement which makes the contract must be legally capable of being responsible. Generally, a minimum age of 18-21 years or married. And not under guardianship (mental disorders/mental illness). If not competent, the agreement can be canceled. Capability in this case can be interpreted as a person's ability to carry out legal acts alone. In the case of insurance contracts made online, of course, the buyer of the insurance policy. Age Limit in Article 330 of the Civil Code states that adulthood in Article 21 years of current legal practice often uses the age limit of 18 years. Or, if the policy buyer is 21 years old, he can be said to be competent in entering into a contract.[11]

The third requirement is a lawful cause. The third requirement that must be met is that the Civil Code does not further explain what constitutes a lawful cause. What is regulated is that a cause is prohibited if it is prohibited by law or contrary to morality or public order. Insurance policies purchased and signed online are expected to contain elements that violate existing societal norms.

The fourth condition is the original text of the Civil Code (Dutch) uses the term een geootloofde oporzaaj which means a permissible reason. Domat and Pothier view the cause of an obligation as the driving reason that forms the basis of the debtor's willingness to accept the interest to fulfill the contents (performance) of the obligation, so they want to know what is the basis for the parties to be bound (bind themselves). Accepting an obligation means to give a performance. The cause is also interpreted in relation to the intentions of the parties (haar streking, dat gene wat partijen daarmemde brogen). The above teaching has received criticism from those who argue that what is meant by a

[10] Rudy weans, Rotinsuli Jopir, "Pengaruh Persepsi Konsumen Dan Kepercayaan Pengguna Jasa Asuransi Jasindo Mando."
[11] Irus Yikawa, "Aspek Hukum Pelaksanaan Perjanjian Asuransi," *Lex Privatum* III (2015): 134.

permissible cause is the purpose. In this regard, what is important is the influence of the cause on its application in practice. The relationship of the obligation in an online insurance policy is the obligations stated in the insurance policy in accordance with the provisions of the permissible cause.[12]

The fourth condition, namely a specific object, is another condition. The object of the agreement also refers to Article 13290 of the Civil Code. The object referred to in the contract is the things agreed upon, namely the performance that must be fulfilled by the parties who provide something or do not do something. The type of goods if insured is a service transferred to the insurance party whose amount cannot be visibly calculated. Unlike goods. For example, a sale and purchase agreement for 100 quintals of rice (the quality and type must be determined, not just rice alone). The definition of a specific object also refers to a specific object or subject that is the focus of attention in a certain context such as research, photography, or other fields.[13] Insurance policies which are contracts between policyholders and insurance companies are required to understand the four conditions for the validity of the agreement written in 1320 of the civil code. If the four conditions of the agreement have been met, both the insurance policy buyer and the insurance company must understand Article 1338 of the civil code which explains that all agreements made in accordance with applicable laws cannot be withdrawn other than by agreement of both parties or for reasons determined by law. even though Law Number 11 of 2008 concerning Information and Electronic Transactions and its amendments has been issued and if Law Number 40 of 2014 concerning insurance.

The validity of insurance policies purchased electronically, of course, in the era of digitalization of the service sector, including official information technology websites, is legally a form of electronic agreement (clip wrap agreement). Legally, this form of electronic agreement is recognized in the Information and Electronic Transactions, which states that electronic documents and signatures have valid legal force as long as they meet the specified requirements.[14]

B. Consumer Protection in Terms of Online Insurance Purchases

When referring to purchasing insurance online, offline insurance purchases typically involve an insurance agent meeting the purchaser directly or visiting the insurance company's branch office. While offline insurance purchases are made through the insurance company's official website, mobile insurance applications, and Law Number 8 of 1999 concerning Consumer Protection apply to online insurance purchases. Insurance policies in Indonesia are regulated through a combination of laws and oversight by the Financial Services Authority. The goal is to ensure that policyholders receive their rights fairly, transparently, and are not disadvantaged by the insurance company.[15] Consumers have the right to receive clear and transparent information explaining the benefits, risks, premiums, exclusions, and policy provisions in detail.[16] A copy of the policy and summary are usually required after signing and the policy cancellation period is typically 14 days after receipt

[12] Soraya Hafidzah Rambe, "Perlindungan Hukum Nasabah Atas Gagal Klaim Asuransi Akibat Ketidaktransparan Informasi Polis Asuransi," *USM Law Review* 5, no. 1 (2022).

[13] Wilda Arifalina Indra Afrita, "Tanggung Jawab Hukum Perusahaan Asuransi Jiwa Terhadap Tertanggung Dalam Pembayaran Klaim Asuransi," *Jurnal Hukum Respublica*, 2021.

[14] Subekti dan tjitdukzio, *Kitab Undang-Undang Hukum Perdata* (Jakarta, 2002).

[15] R Wulansari, "Pemaknaan Prinsip Kepentingan Dalam Hukum Asuransi Di Indonesia," *Jurnal Panorama Hukum* 2, no. 1 (2017).

[16] PNH Simanjuntak, *Hukum Perdata Indonesia* (Jakarta: Kencana Prenada Media Group, 2022).

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(depending on the product's terms). Claims may not be rejected based on any of the policyholder's terms and conditions, nor may claims be rejected unilaterally without a clear basis.

Consumer protection naturally refers to preventive measures, including strict regulations from financial services authorities and financial education for the public. Repressive measures include administrative sanctions against insurance companies, fines, revocation of business licenses, and compensation for consumers. Consumer protection for insurance policies aims to ensure that policyholders receive their rights as agreed and are not harmed by unfair practices.[17] According to the provisions of Article 246 of the Commercial Code, insurance or coverage is an agreement by which the insurer binds himself to the insured by receiving a premium to provide compensation to him due to loss, damage or loss as well as expected profits that may be. In Indonesia it is regulated in Law Number 40 of 2014 concerning insurance. The definition of insurance according to Law Number 40 of 2014 concerning insurance is an agreement between two parties, namely the insurance company and the policy holder which is the basis for the receipt of premiums by the insurance company in return for providing payments based on the death of the insured or payments based on providing compensation to the insured or policy holder due to losses, losses, damage, costs incurred, losses, profits or legal responsibilities to the policy buyer.[18] Legal certainty to protect insurance consumers. The consumer's goal is set out in Article 3 of Law Number 8 of 1999 concerning consumer protection. Considering the objectives of the law, it aims to provide legal certainty regarding consumer protection.

The insured's rights are;[19] 1). Demand that the policy be signed by the insurer (Article 259 of the Commercial Code); 2) Demand that the policy be immediately handed over by the insurer (Article 260 of the Commercial Code); 3) Asking for a loss. Guarantor's rights: 1) According to the payment of premiums to the insured to the insured in accordance with the agreement; 2) Requesting correct and complete information from the insured relating to the insured object; 3) Have premiums and even claim them in case of an event. The guarantor's rights are: 1) Demand payment of premiums in accordance with the agreement; 2) Request correct and complete information from the insured regarding the object insured to him; 3) Have a premium and even demand it in the event of a promised event occurred but was caused by the insured's own fault. (Commercial Code Article 276); 4) Having received premiums in the event that the insurance is cancelled or terminated due to fraudulent acts by the insured. (Commercial Code Article 282) re-insurance with another insurer, with the intention of sharing the risk.

Presentation as a Standard Form Contract: The policy document is drafted unilaterally by the insurance company on a "take-it-or-leave-it" basis. Its content is replete with technical legal and medical terminology ("legalese") that is difficult for the layperson to understand. Information Asymmetry and Decision Fatigue: Platform interfaces often bury Terms and Conditions within hidden hyperlinks or pop-up windows containing excessively long text. Manipulative Design Practices (Dark Patterns): Many InsurTech interfaces are deliberately

[17] Kristiane Paendong and Herts Taunaumang, "Kajian Yuridis Wanprestasi Dalam Perikatan Dan Perjanjian Ditinjau Dari Hukum Perdata," *Lex Privatum* 10, no. 3 (2022), https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/41642.

[18] Gunawan Widjaja, *Memahami Prinsip Keterbukaan Dalam Hukum Perdata,* (Jakarta: Raja Grafindo Persada, 2017).

[19] F husain, "Perlindungan Hukum Terhadap Pemegang Polis Asuransi Menurut UU No. 40 Tahun 2014 Tentang Perasuransian," *Jurnal Lex Crimen*, 2016.

designed to accelerate transactions. Acceptance options are made prominent (using bright or large buttons), whereas access to the policy details is obscured or requires multiple clicks

Consumer protection has been regulated, but implementation still faces challenges, so Law Number 40 of 2014 as the Consumer Protection Law, plus BW, the Commercial Code, insurance policies that are made into online insurance policies are made into electronic documents that have been recognized as valid legal evidence in their original form or printed form. Supervision of the Financial Services Authority.[20]

CONCLUSION

The validity of insurance agreements purchased *online* through *the click-wrap agreement mechanism* is legally recognized under the Electronic Information and Transaction Law, as long as it meets the formal and material requirements of the electronic agreement. However, its implementation still faces significant challenges related to the fulfillment of the principles of informed agreement and the skills of the parties. On the other hand, consumer protection in online insurance transactions has not been fully effective. Although the Financial Services Authority regulations and the Consumer Protection Act are already in place, obstacles such as consumers' habit of not reading policy details and difficulties in the claims process are still crucial issues. Therefore, synergistic efforts are needed from regulators, insurance companies, and consumers to strengthen *a fair and secure* online insurance ecosystem.

REFERENCES

F Fazri, L Kurniawan. "Aspek Hukum Pelaksanaan Perjanjian Asuransi." *Jurnal Ekonomi Manageman Sistem* 3, no. 1 (2021): 112.

F Husain. "Perlindungan Hukum Terhadap Pemegang Polis Asuransi Menurut UU No. 40 Tahun 2014 Tentang Perasuransian." *Jurnal Lex Crimen*, 2016.

Gunawan Widjaja. *Memahami Prinsip Keterbukaan Dalam Hukum Perdata,*. Jakarta: Raja Grafindo Persada, 2017.

Hartono, Sunaryati. *Penelitian Hukum Di Indonesia Akhir Abad Ke XX,*. Bandung: Alumni, 1994.

Henny setya lestari. "Pengaruh Intelectual Capital Terhadap Kinerja Perusahaan Asuransi Di Indonesia." *Jurnal Manajemen* XXI, no. 02 (2017): 509.

Indra Afrita, Wilda Arifalina. "Tanggung Jawab Hukum Perusahaan Asuransi Jiwa Terhadap Tertanggung Dalam Pembayaran Klaim Asuransi." *Jurnal Hukum Respublica*, 2021.

Irus Yikawa. "Aspek Hukum Pelaksanaan Perjanjian Asuransi." *Lex Privatum* III (2015): 134.

Junaidi Ganie. *Hukum Asuransi Indonesia*. Jakarta: Sinar Gafika, 2023.

Nafri, Osgar S Matompo dan Moh., and Harun. *Pengantar Hukum Perdata,*. Malang: Setara Express, 2017.

Paendong, Kristiane, and Herts Taunaumang. "Kajian Yuridis Wanprestasi Dalam

[20] Osgar S Matompo dan Moh. Nafri and Harun, *Pengantar Hukum Perdata,* (Malang: Setara Express, 2017).

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PNH Simanjuntak. *Hukum Perdata Indonesia*. Jakarta: Kencana Prenada Media Group, 2022.

R Wulansari. "Pemaknaan Prinsip Kepentingan Dalam Hukum Asuransi Di Indonesia." *Jurnal Panorama Hukum* 2, no. 1 (2017).

Risna Wati. "Asuransi Dalam Presktif Islam." *Muadalah* 3, no. 1 (2023): 927.

Rudy weans, Rotinsuli Jopir, Oktavianus Tarorhb=. "Pengaruh Persepsi Konsumen Dan Kepercayaan Pengguna Jasa Asuransi Jasindo Mando." *Jurnal Riset Ekonomi , Manajemen , Bisnis, Dan Akuntansi* 3, no. 2 (2015): 312.

Selvi Harvia Santri. "Prinsip Utmost Good Faith Dalam Perjanjian Asuransi Kerugian." *Journal EMBA* 1, no. 1 (2017).

Soraya Hafidzah Rambe. "Perlindungan Hukum Nasabah Atas Gagal Klaim Asuransi Akibat Ketidaktransparan Informasi Polis Asuransi." *USM Law Review* 5, no. 1 (2022).

Subekti dan tjitdukzio. *Kitab Undang-Undang Hukum Perdata*. Jakarta, 2002.

Sulistyowati Irianto. *Memperkenalkan Studi Sosiolegal Dan Implementasi Metodologisnya, Dalam Sulistyowaty Dan Sidharta (Eds), Metode Penelitian Hukum Konstelasi Dan Refleksi, Hlm 177. Lihat Juga Dalam Sulistyowati Irianto Dalam Buku Yang Sama, Praktik Hukum: Perspektif Sosiole*. Jakarta: Yayasan Obor, 2009.

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