Implications for the Cancellation Clause of General Insurance Policies Following the Constitutional Court Decision (No. 83/PUU-XXII/2024)

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The legal status of general insurance policy cancellation clauses and their implications after the Constitutional Court Decision Number 83/PUU-XXII/2024. The research problem formulations are: (a) what is the legal status of general insurance policy cancellation clauses before and after the Constitutional Court decision, and (b) what are the legal implications of the decision on the wording and application of policy cancellation clauses. This research uses a juridical normative method, with a statutory and conceptual approach, and analyzes primary sources in the form of laws, related regulations, and Constitutional Court decisions, as well as secondary sources from journals and recent legal publications. The results of the study indicate that before the Constitutional Court decision, policy cancellation clauses gave the insurer the unilateral right to cancel the policy if the insured provided false information or concealed material facts, so that the insured was in a weak legal position. After the Constitutional Court Decision Number 83/PUU-XXII/2024, policy cancellation can only be done based on a written agreement between both parties or through a court decision, so that the position of the insured and the insurer becomes more balanced and constitutional. This study concludes that the Constitutional Court's decision provides clearer legal certainty and strengthens the protection of the insured.

Keywords: general insurance, policy cancellation, Constitutional Court Decision 83/PUU-XXII/2024, consumer protection, legal implications.

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1. Introduction

Insurance is a legal and economic instrument that plays a crucial role in providing protection against various risks that may arise in everyday life. Insurance provides a means of transferring risk from individuals or business entities to insurance companies through an agreed-upon premium payment mechanism. In practice, insurance serves as a form of financial protection against potential losses arising from uncertain events. Insurance regulations in Indonesia were previously regulated in Law Number 2 of 1992 concerning Insurance Business, which defines insurance as an agreement between two or more parties, in which the insurer binds itself to the insured by accepting a premium to provide compensation for loss, damage, loss of expected profits, or legal liability to a third party resulting from an uncertain event (Zainal, 2020).

The development of the business world, increasing public awareness of the importance of risk protection, and the complexity of economic activity have made insurance an increasingly relevant necessity in modern life. Through insurance mechanisms, individuals and legal entities obtain guaranteed protection against various risks that could disrupt their economic stability. Therefore, the existence of insurance institutions serves not only as a means of risk mitigation but also as a supporting instrument for national economic development, capable of creating a sense of security in social and business activities.

Legally, the legal relationship between an insurance company and a policyholder arises from an agreement containing the rights and obligations of each party. An insurance agreement is a form of obligation based

on the agreement of the parties, as stipulated in general contract law. In this relationship, the insurer is obliged to provide protection and compensation if the insured risk actually occurs, while the insured is obliged to pay the premium and provide correct and complete information regarding the insured object. This balance of rights and obligations is the main foundation for implementing a sound and fair insurance agreement (Ruba'i, 2023).

The successful implementation of an insurance contract depends heavily on the application of the principle of utmost good faith, which requires both parties to be transparent in providing information. In practice, the insured is required to disclose all material facts relating to the insured object, while the insurer is required to clearly explain the terms, conditions, benefits, and exclusions contained in the insurance policy. Violations of this principle often lead to disputes, particularly when insurance companies reject claims or cancel policies due to information deemed inaccurate or incomplete.

In Indonesian insurance law, one of the provisions that has long served as the basis for policy cancellation is Article 251 of the Commercial Code (KUHD). This article authorizes insurers to cancel coverage if they discover any erroneous or incorrect information, or if the insured fails to disclose material facts at the time of insurance coverage. This provision has long served as the legal basis for insurance companies to cancel policies, both before and after the insured risk occurs (Salviana, 2020).

However, the practical application of Article 251 of the Commercial Code often raises various legal issues. Insurance companies often use this provision as a basis for unilaterally canceling policies or rejecting claims without any objective review mechanism. This situation has the potential to create an imbalance between the insurance company as a business actor and the policyholder as a consumer. Consequently, the principle of legal protection for the insured is suboptimal, as the policyholder is often in a weaker position in disputes with the insurance company.

This problem becomes even more complex when policy cancellation clauses are formulated as standard clauses unilaterally drafted by the insurance company. Generally, policyholders are only given the option to accept or reject the entire agreement without the opportunity to negotiate the substance of the clauses contained in the policy. This situation creates the potential for clauses that are exculpatory or provide greater benefits to the insurance company than to the insured. Therefore, the existence of policy cancellation clauses needs to be reviewed from the perspective of consumer protection and the principle of balance in the agreement (Santri & Rahdiansyah, 2020).

In the context of consumer protection, Law Number 8 of 1999 concerning Consumer Protection guarantees that every consumer has the right to legal certainty, accurate information, fair treatment, and protection from detrimental standard clauses. This principle should also apply to the legal relationship between insurance companies and policyholders. Therefore, any policy cancellation must be conducted based on fair and transparent procedures and must not result in disproportionate losses for the insured as a consumer of financial services.

A significant development in Indonesian insurance law occurred through Constitutional Court Decision No. 83/PUU-XXII/2024, which tested the constitutionality of Article 251 of the Commercial Code. In its decision, the Constitutional Court stated that the provision is contrary to the 1945 Constitution of the Republic of Indonesia and is not legally binding unless interpreted to mean that cancellation of insurance must be based on an agreement between the insurer and the insured or based on a court decision. This decision presents a new paradigm in insurance legal relations in Indonesia because it limits the authority of insurance companies to cancel policies unilaterally.

The Constitutional Court's ruling represents a progressive step in strengthening legal protection for policyholders. This ruling strengthens the constitutional legitimacy of the principles of balance between the parties, legal certainty, and protection of consumer rights. Furthermore, the ruling emphasizes that any policy cancellation must be subject to a mechanism that ensures an objective and fair examination process to prevent abuse of authority by insurance companies (Aleksander, Gultom, & Sudaryat, 2025).

From a practical perspective, Constitutional Court Decision No. 83/PUU-XXII/2024 has various implications for the insurance industry, particularly in the drafting of general insurance policy cancellation clauses. Insurance companies are required to adjust policy wording to align with the constitutional interpretation established by the Constitutional Court. Furthermore, the underwriting process, verification of prospective insured data, and dispute resolution mechanisms must also be structured in a more accountable manner to reduce the potential for future disputes related to insurance cancellation (Harahap, 2025).

Based on this description, Constitutional Court Decision No. 83/PUU-XXII/2024 marks a significant milestone in the reform of Indonesian insurance law. This decision not only changes the understanding of insurance companies' authority to cancel policies but also strengthens the principles of fairness, consumer protection, and legal certainty in the relationship between insurers and insured. Therefore, examining the implications of this decision on cancellation clauses in general insurance policies is crucial for understanding the direction of developments in national insurance law and its impact on insurance business practices in Indonesia.

2. Literature Review and Problem Statement

Legal Concept of Insurance and Coverage Agreements

Insurance law is a branch of law that regulates the legal relationship between the insurer and the insured in an insurance contract, which aims to provide protection against potential future risks. An insurance contract is formed based on an agreement between the parties, which is outlined in a policy as written evidence of the legal relationship. In practice, an insurance contract is based on the principles of good faith, insurable interest, indemnity, subrogation, and causa proxima, which serve as the primary basis for determining the rights and obligations of the parties. Through this mechanism, the risk originally borne by the insured is transferred to the insurance company in exchange for premium payments as agreed.

Policy Cancellation Clause in Indonesian Insurance Law

A policy cancellation clause is a provision that governs the conditions and procedures for terminating an insurance contract before the end of the coverage period. In Indonesian insurance practice, this clause is often associated with Article 251 of the Commercial Code (KUHD), which provides the legal basis for the insurer to cancel insurance if it finds that the information provided is incorrect, incomplete, or if the insured conceals material facts. However, the application of this clause often generates debate because it is considered to give the insurance company a stronger position than the policyholder. As a result, many disputes arise due to unilateral policy cancellations carried out after the risk has occurred or when a claim is filed by the insured.

Implications of Constitutional Court Decision Number 83/PUU-XXII/2024

Constitutional Court Decision No. 83/PUU-XXII/2024 brought significant changes to the Indonesian insurance legal system, particularly regarding insurance policy cancellation. Through this decision, the Constitutional Court emphasized that cancellation of insurance coverage cannot be carried out unilaterally by the insurer, but must be based on an agreement between the insurer and the insured or through a court decision. This decision strengthens legal protection for policyholders while limiting the potential for abuse

of cancellation clauses by insurance companies. Furthermore, insurance companies are required to exercise increased caution in the underwriting process and verify information from the outset of the agreement to minimize policy cancellation disputes.

Problem Statement

Although Constitutional Court Decision No. 83/PUU-XXII/2024 has provided a new interpretation of the insurance cancellation provisions, several issues remain that require further study. One such issue is the implications of this decision on the validity of policy cancellation clauses currently used by general insurance companies and the extent to which this decision is able to provide legal certainty and more effective protection for policyholders. Furthermore, an analysis is needed regarding adjustments that insurance companies must make in policy formulation and dispute resolution mechanisms to align with the principles of justice, balance between the parties, and consumer protection as affirmed in Constitutional Court Decision No. 83/PUU-XXII/2024.

3. Method

This study uses a qualitative research method with a normative juridical approach. The normative juridical approach is a legal research method that positions law as a norm or rule that applies in society and is examined through various literature sources. The main focus of this research is not on field data collection, but rather on the analysis of legal norms, legal principles, doctrines, and various laws and regulations related to the research object. This approach was chosen because the research seeks to examine the legal implications of Constitutional Court Decision Number 83/PUU-XXII/2024 regarding the cancellation clause of general insurance policies. Therefore, an in-depth analysis of applicable legal provisions and the development of legal interpretations resulting from the decision is required (Sri Zanariyan, 2023).

The research strategy was conducted through library research, examining various legal materials relevant to the issue of policy cancellation and legal protection for insurance policyholders. Library research is considered an appropriate method because it allows researchers to gain a comprehensive understanding of the concept of insurance law, the principles underlying insurance agreements, and the development of regulations governing the relationship between insurers and insured. Furthermore, various literature in the form of books, scientific journals, previous research results, and legal documents were systematically analyzed to find legal arguments that can explain the paradigm shift in policy cancellation following Constitutional Court Decision Number 83/PUU-XXII/2024 (Ruba'i, 2023).

The legal materials used in this study consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include the Decision of the Constitutional Court of the Republic of Indonesia Number 83/PUU-XXII/2024 as the main focus of the study, the Commercial Code (KUHD), the Civil Code (KUHPerdata), Law Number 8 of 1999 concerning Consumer Protection, and Law Number 40 of 2014 concerning Insurance. All of these regulations are analyzed to determine the legal construction that regulates the authority to cancel policies, protection for policyholders, and the position of insurance companies in insurance legal relations. Primary legal materials have an important position because they serve as a normative basis in assessing changes in legal consequences arising from the Constitutional Court decision (KUHD; Law No. 40 of 2014 concerning Insurance).

Furthermore, the secondary legal materials used consist of various insurance law books, scientific journal articles, and previous research results discussing consumer protection, the principle of freedom of contract, standard clauses, insurance claim cancellations, and the implications of Constitutional Court Decision Number 83/PUU-XXII/2024. All of these legal materials were analyzed using qualitative analysis techniques through a process of inventory, classification, interpretation, and deductive conclusion drawing. With this

method, the research is expected to produce a comprehensive understanding of the legal implications of Constitutional Court Decision Number 83/PUU-XXII/2024 on general insurance policy cancellation clauses and its contribution to strengthening legal certainty and protecting the rights of policyholders in Indonesia (Aleksander, Gultom, & Sudaryat, 2025).

4. Results and Discussion

Legal Status of the Cancellation Clause of General Insurance Policies Following Constitutional Court Decision Number 83/PUU-XXII/2024

The development of the insurance industry in Indonesia has shown significant growth, along with increasing public awareness of the importance of protection against various risks that can occur in life and business activities. Insurance is no longer viewed as a secondary need, but rather as a protection instrument capable of providing financial certainty in the event of an unexpected event. However, behind this development, various legal issues remain that affect the relationship between insurance companies as insurers and customers as insured. One of the issues that most frequently gives rise to disputes is the existence of policy cancellation clauses, which have traditionally given insurance companies extensive authority to determine the continuation of an insurance agreement (Zainal, 2020).

Historically, the legal basis for canceling an insurance policy in Indonesia rests on Article 251 of the Commercial Code (KUHD). This provision states that any false or incorrect notification and any concealment of circumstances known to the insured may result in the insurance being void, even if such actions are carried out in good faith. This norm has long been understood as a form of legal protection for insurers to avoid the risk of loss arising from inaccurate information from potential insured parties. Consequently, insurance companies have a strong legal basis to cancel a policy or reject a claim if they discover any discrepancies in information deemed material to the insured object (Salviana, 2020).

The existence of Article 251 of the Commercial Code cannot be separated from its historical background as a product of Dutch colonial law, which emerged during a time when legal relations in the trade sector were more oriented towards protecting the interests of business actors. At that time, the insured was considered the party with the most knowledge of the condition of the insured object. Therefore, if there was an error or incomplete information, the legal risk was borne entirely by the insured. This concept is known as the insurer's protection principle, which provides greater protection to insurance companies than to policyholders. In the modern context, this paradigm is beginning to be seen as no longer in line with developments in consumer protection law and the principle of balance between the parties in an agreement (Sanusi et al., 2021).

In modern insurance practice, the application of Article 251 of the Commercial Code often raises various issues because it provides insurance companies with ample scope to unilaterally cancel policies. Numerous cases have shown that insurance companies have used the excuse of concealing material facts or dishonesty in completing forms as grounds for rejecting claims submitted by insured parties. In some cases, cancellations are even carried out without adequate clarification or an opportunity for the insured to provide an explanation for the alleged violation. This situation creates an imbalance in the bargaining position between insurance companies and policyholders, which ultimately has the potential to harm the interests of insurance consumers (Deviana, 2022).

This problem is exacerbated by the fact that most insurance policies are structured as standard agreements, the contents and clauses of which are predetermined by the insurance company. Policyholders are generally only given the option to accept or reject the entire agreement, without the opportunity to negotiate any provisions deemed detrimental. In such situations, policy cancellation clauses often serve as instruments

that reinforce the insurance company's dominance, granting it absolute authority to cancel coverage if any information is deemed inconsistent. Consequently, the principles of balance and fairness in contractual relationships become difficult to optimally achieve (Santri & Rahdiansyah, 2020).

The constitutional issue regarding Article 251 of the Commercial Code was then tested through a case filed by Maribati Duha to the Constitutional Court. The applicant considered that the norm gave excessive authority to insurance companies, thus potentially violating the principles of the rule of law and the right to fair legal certainty as guaranteed in the 1945 Constitution of the Republic of Indonesia. After examining the application, the Constitutional Court in Decision Number 83/PUU-XXII/2024 stated that Article 251 of the Commercial Code was contrary to the 1945 Constitution and had no conditional binding legal force as long as it was not interpreted that cancellation of insurance must be carried out based on an agreement between the insurer and the insured or based on a court decision (MK Decision No. 83/PUU-XXII/2024).

The Constitutional Court's ruling brought fundamental changes to the legal status of policy cancellation clauses in insurance contracts. Prior to the ruling, insurance companies could use Article 251 of the Commercial Code as a basis for unilateral cancellation if they discovered facts that were deemed inconsistent with the actual situation. However, following the Constitutional Court's ruling, this authority can no longer be exercised unilaterally, as any cancellation of insurance must obtain the consent of both parties or be determined through a judicial mechanism. Thus, the insured's position is better protected, as they are no longer entirely dependent on the insurance company's decisions (Aleksander, Gultom, & Sudaryat, 2025).

Normatively, Constitutional Court Decision Number 83/PUU-XXII/2024 affirms that policy cancellation is a legal action that has consequences for the rights and obligations of the parties and therefore cannot be carried out solely based on the insurer's unilateral assessment. Policy cancellation must be based on a legal mechanism that guarantees equal opportunity for both parties to present arguments and provide evidence. Therefore, if an insurance company determines that the insured has concealed material facts or provided false information, the company must first reach an agreement with the insured or submit a settlement through the courts to obtain a legally binding decision (Harahap, 2025).

A further implication of this ruling is the loss of legal legitimacy for policy clauses that grant insurance companies the absolute right to unilaterally cancel coverage. Such clauses are no longer in line with the constitutional interpretation established by the Constitutional Court and potentially conflict with the principles of consumer protection and the principle of balance in contracts. Therefore, insurance companies need to adjust the wording of their policies to prevent them from containing provisions that conflict with Constitutional Court Decision No. 83/PUU-XXII/2024 or the principles of contract law applicable in Indonesia (Roesnia et al., 2025).

From a civil law perspective, this decision also demonstrates limitations on the application of the principle of freedom of contract as stipulated in Article 1338 of the Civil Code. Although parties are in principle free to determine the content of their agreements, this freedom cannot be used to create provisions that are detrimental to one of the parties or contrary to the principles of justice and legal certainty. In the context of insurance, freedom of contract must be placed within a framework of protection for parties who are economically and informationally in a weaker position, namely the insured as a consumer of financial services (Susanti, 2024).

Based on this description, it is understandable that Constitutional Court Decision Number 83/PUU-XXII/2024 has fundamentally changed the legal status of general insurance policy cancellation clauses in Indonesia. This decision not only corrects legal provisions that previously granted excessive authority to insurance companies, but also strengthens the principles of justice, balance, consumer protection, and legal

certainty in insurance relationships. With this decision, policy cancellation can no longer be viewed solely as a company's administrative authority, but rather as a legal action that must be carried out based on an agreement between the parties or through a judicial mechanism that guarantees due process of law. Therefore, Constitutional Court Decision Number 83/PUU-XXII/2024 is a significant milestone in the reform of Indonesian insurance law towards a fairer system oriented towards protecting the rights of policyholders.

Legal Implications of Constitutional Court Decision Number 83/PUU-XXII/2024 on the Editorial and Implementation of Policy Cancellation Clauses

Constitutional Court Decision Number 83/PUU-XXII/2024 brought significant changes to the insurance legal system in Indonesia, particularly regarding the status and application of policy cancellation clauses. Prior to this ruling, Article 251 of the Commercial Code (KUHD) granted insurance companies broad authority to cancel insurance if they discovered any false or erroneous notification or if the insured had not disclosed material facts. In practice, this provision was often used as a basis for unilaterally canceling policies or rejecting claims without any audit mechanism that proportionally involved the insured. This situation created an imbalance in the legal relationship between the insurer and the insured because the insurance company was in a much more dominant position than the policyholder (Salviana, 2020).

Through Decision Number 83/PUU-XXII/2024, the Constitutional Court provided a new interpretation of Article 251 of the Commercial Code by emphasizing that cancellation of insurance cannot be done automatically based solely on the insurance company's unilateral assessment. The Court stated that policy cancellation can only be done if there is an agreement between the insurer and the insured or through a legally binding court decision. Thus, the existence of this decision emphasizes the application of the principle of due process of law in insurance legal relations. Every action to cancel a policy must go through a mechanism that guarantees equal opportunity for the parties to present arguments, defenses, and evidence before a legal decision is made (Constitutional Court Decision No. 83/PUU-XXII/2024).

The first implication of this ruling is a change in the wording of the policy cancellation clauses currently used by insurance companies. Clauses that grant the insurer the absolute right to unilaterally cancel a policy no longer align with the constitutional interpretation established by the Constitutional Court. Therefore, insurance companies must revise their policies to include provisions that cancellation of coverage may only be made upon written agreement of the parties or through a court decision. This change is crucial to ensure that all policy content aligns with the principles of legal certainty, justice, and protection of the rights of insurance consumers (Deviana, 2022).

In addition to the policy wording changes, the ruling also impacts the dispute resolution mechanisms that insurance companies must implement. Before canceling a policy, insurance companies must provide the insured with the opportunity to clarify any alleged dishonesty or concealment of material facts that serve as the basis for the cancellation. This mechanism can be implemented through an internal objection procedure, mediation, or other forms of dispute resolution that allow the parties to reach an agreement through deliberation. Thus, policy cancellation is no longer a unilateral administrative decision, but rather the result of a transparent process that provides a fair opportunity for both parties (POJK No. 1/POJK.07/2013).

From a consumer protection perspective, Constitutional Court Decision Number 83/PUU-XXII/2024 strengthens the position of policyholders as parties who must obtain legal protection in contractual relationships with insurance companies. Previously, policyholders often experienced difficulties when facing claim rejections or policy cancellations due to limited information and an imbalanced bargaining position with insurance companies. With this decision, insurance companies can no longer use standard clauses as a basis for unilaterally limiting or eliminating the rights of insured parties. This is in line with

consumer protection principles that guarantee the right to fair treatment, legal certainty, and protection from standard clauses that are detrimental to consumers (Roesnia et al., 2025).

The next implication relates to the underwriting process carried out by insurance companies. Prior to the Constitutional Court ruling, some insurance companies tended to rely on Article 251 of the Commercial Code as a corrective instrument if discrepancies in information from the insured were later discovered. However, after the unilateral cancellation authority was restricted, insurance companies were required to improve the quality of the underwriting process from the initial stages of insurance coverage. Data verification, document review, risk analysis, and disclosure of material facts must be carried out more thoroughly to minimize the potential for disputes that could arise when claims are filed (Danisa & Sulistyowati, 2025).

Doctrinally, Constitutional Court Decision Number 83/PUU-XXII/2024 also affirms that the principle of freedom of contract as stipulated in Article 1338 of the Civil Code is not an absolute principle. The parties' freedom to determine the content of the agreement must still adhere to the principles of justice, propriety, balance, and protection of the weaker party. In the insurance context, the insured is often in a weaker position than the insurance company due to limited access to information and the ability to negotiate the policy's contents. Therefore, limiting unilateral cancellation clauses is a form of correction to contractual practices that have the potential to cause injustice (Susanti, 2024).

This Constitutional Court ruling also marks a shift in the orientation of Indonesian insurance law from a colonial paradigm to a modern legal paradigm that is more oriented toward consumer protection. While previously the legal system focused more on protecting the interests of insurance companies as insurers, following this ruling, the focus of legal protection has been expanded to policyholders as consumers of financial services. Thus, the legal relationship between insurers and insured is no longer viewed solely as a private contractual relationship, but also as a legal relationship that must guarantee respect for citizens' constitutional rights (Harahap, 2025).

On the other hand, these changes also have the potential to have economic consequences for the insurance industry. Restrictions on policy cancellation authority could increase the level of risk that insurance companies must bear, especially in cases that could previously be resolved through unilateral cancellation. To maintain financial stability, some insurance companies may adjust premium rates, tighten risk selection processes, or increase verification standards for prospective insured information. These consequences represent a form of industry adaptation to the changing legal environment that demands greater protection for policyholders (Aleksander, Gultom, & Sudaryat, 2025).

However, premium increases or adjustments to underwriting policies cannot be used as an excuse to reduce legal protection for the insured. Instead, insurance companies must develop more effective risk management systems to ensure that both the company's interests and the policyholder's rights are equally protected. In the long term, the legal certainty provided by Constitutional Court Decision No. 83/PUU-XXII/2024 can actually increase public trust in the insurance industry by guaranteeing that policy cancellations will not be carried out arbitrarily without a clear legal basis.

Based on this description, it can be understood that the legal implications of Constitutional Court Decision No. 83/PUU-XXII/2024 are not limited to changes to the wording of the policy cancellation clause, but also include changes to dispute resolution mechanisms, strengthening consumer protection, improving the quality of the underwriting process, and adjusting insurance company business practices. This decision serves as an important foundation for achieving a balanced legal relationship between insurers and insured while strengthening the principles of justice, legal certainty, and consumer protection in the Indonesian insurance legal system.

5. Conclusion

Based on the research results, it can be concluded that Constitutional Court Decision Number 83/PUU-XXII/2024 has brought fundamental changes to the legal status of general insurance policy cancellation clauses in Indonesia. Prior to this decision, Article 251 of the Commercial Code granted insurance companies very broad authority to unilaterally cancel policies if the insured was deemed to have provided false information or concealed material facts, thus placing the insured in a weak position because they did not have adequate opportunity to clarify or file objections. Following Constitutional Court Decision Number 83/PUU-XXII/2024, policy cancellation can no longer be done unilaterally, but must be based on a written agreement between the insurer and the insured or through a legally binding court decision. This change strengthens the application of the principles of due process of law, the principle of good faith, legal certainty, and consumer protection in insurance legal relations. Furthermore, this decision also has significant implications for insurance industry practices, particularly in the drafting of policy cancellation clauses, which must be revised to be more transparent and not give absolute authority to insurance companies. Insurance companies are also required to provide internal dispute resolution mechanisms that allow insured parties to submit clarifications or objections before policy cancellation, as well as improve the quality of the underwriting process and claims documentation to minimize the potential for future disputes. Therefore, Constitutional Court Decision No. 83/PUU-XXII/2024 not only creates a better balance between the rights and obligations of the parties in an insurance agreement but also marks a significant milestone in strengthening legal protection for policyholders in Indonesia.

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