

**PENERAPAN PRINSIP HAK SUBROGASI ASURANSI
DI INDONESIA**
(Studi Kasus : Putusan Mahkamah Agung No. 468K/Pdt/2011)

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ABSTRAK

Kondisi perekonomian di Indonesia yang semakin maju memungkinkan terjadinya kenaikan intensitas pengangkutan demi memenuhi kebutuhan masyarakat, tidak terkecuali pengangkutan yang dilakukan melalui aktifitas di jalur darat melalui kargo. Aktifitas pengangkutan melalui jalur apapun termasuk yang akan penulis teliti secara komperhensif yakni pengangkutan melalui jalur darat ini tentu menimbulkan banyak sekali resiko, sehingga dalam hal ini asuransi memegang peranan penting untuk menjamin keamanan pihak yang mengasuransikan barangnya kepada pihak asuransi, dan tentu pihak pemberi asuransi juga tidak ingin dirugikan sehingga disinilah pentingnya perspektif hokum asuransi. Penelitian ini akan menitik beratkan perspektif hokum asuransi yang berhubungan dengan kasus kerugian dalam hal penutupan Asuransi pengangkutan darat antara PT. Asuransi AXA Indonesia sebagai penanggung dengan PT. Rajapaksi Adya Perkasa sebagai tertanggung, yang telah dilakukan perjanjian asuransi jenis pertanggungan *marine cargo insurance policy*. Tesis ini memiliki 3 rumusan masalah yakni: Pertama, Bagaimana pemberlakuan hak subrogasi bagi perusahaan asuransi menurut peraturan perundang-undangan di Indonesia. Kedua, Bagaimana hak dan kewajiban Pihak Ketiga yang melakukan perbuatan melawan hukum, Penanggung, dan Tertanggung ketika terjadi hak subrogasi asuransi. Ketiga, Bagaimana upaya hokum prinsip hak subrogasi asuransi yang tertera dalam Putusan Mahkamah Agung No. 468K/Pdt/2011. Metode penelitian yang digunakan untuk memecahkan permasalahan diatas adalah metode penelitian normatif (studi kepustakaan) yang dilakukan dengan mempelajari dan membaca buku ilmiah, surat kabar, makalah hasil seminar, peraturan perundang-undangan terkait dengan masalah yang dibahas.

Kata kunci : Kargo, Asuransi, Subrogasi

**IMPLEMENTATION OF INSURANCE SUBROGATION RIGHT
PRINCIPLE IN INDONESIA**
(Case Study : Judgment of Supreme Court No. 468K/Pdt/2011)

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ABSTRACT

The more advanced economic conditions in Indonesia allow for an increase in the intensity of transportation in order to meet the needs of the community, including but not limited to the transport carried out through land transit activities through cargo. Transport activities through any path including the author who will be thoroughly authorized that the transport by road is certainly a lot of risks, so in this case the insurance plays an important role to ensure the security of the insured party to the insurer, and of course the insurer is also not want to be disadvantaged so this is where the importance of the perspective of insurance law. This study will focus on the perspective of insurance law related to the case of loss in the event of land transportation cover (i.e. insured cargo insured) between PT. AXA Insurance Indonesia as underwriter (hereinafter referred to as Insurer) with PT. RajapaksiAdya Perkasa as the insured (hereinafter referred to as the Insured), which has been done insurance agreement type of coverage of marine cargo insurance policy. This thesis has 3 (three) problem formulation that is: First, How to apply the right of subrogation for insurance company according to regulation in Indonesia. Second, how are the rights and obligations of the Third Party to commit unlawful acts, Insurers, and Insured when there is a right of insurance subrogation. Third, how is the legal effort of the principle of insurance subrogation right as stated in Supreme Court Decision no. 468K / Pdt / 2011. The research method used to solve the above problems is the normative research method (literature study) conducted by studying and reading scientific books, newspapers, seminar results, laws and regulations related to the issues discussed.

Key words: Cargo, Insurance, Subrogation