

DOI: <https://doi.org/10.38035/jlph.v4i5>

Received: 6 June 2024, Revised: 10 July 2024, Publish: 12 July 2024

<https://creativecommons.org/licenses/by/4.0/>

The Role of The Indonesian Insurance Mediation Body (BMAI) in Resolving Insurance Conflicts

Elyani¹, Ida Nadirah², Maria Rosalina³

¹ Universitas Tjut Nyak Dhien, Medan, Indonesia, lilyelyani12@gmail.com

² Universitas Muhammadiyah Sumatera Utara, Medan, Indonesia, idanadirah@umsu.ac.id

³ Universitas Islam Sumatera Utara, Medan, Indonesia, maria.rosalina@fh.uisu.ac.id

Corresponding Author: lilyelyani12@gmail.com

Abstract: In this paper, we will review the regulation of insurance in Indonesia and the role played by the Indonesian Insurance Mediation Agency (BMAI) in resolving insurance-related conflicts. This research uses normative legal research methods. According to the definition of Soerjono Soekanto, method is a process, principles, and procedures for solving problems. This research is conducted through a careful, thorough, and comprehensive examination of certain phenomena with the aim of increasing human understanding. The regulation of the insurance industry in Indonesia is regulated by Law Number 40 of 2014 concerning Insurance, while Law Number 30 of 1999 regulates arbitration and alternative methods of conflict resolution. Differences of opinion between the parties involved are often the cause of conflicts in this context. The Indonesian Insurance Mediation Agency (BMAI) has been actively involved in resolving insurance conflicts since 2006. BMAI is a legal entity based on Pancasila and based on the 1945 Constitution, which operates independently and is neutral. BMAI plays a role in resolving conflicts, especially in the field of insurance in Indonesia through mediation, education, and arbitration processes.

Keyword: Insurance, Mediation, Indonesian Insurance Mediation Agency.

INTRODUCTION

The development of the insurance industry in Indonesia over the past few years has progressed quite rapidly. The insurance business is also increasingly numerous and mushrooming, each insurance company is competing to get consumers/customers (insured). The implementation of the insurance business is based on an agreement between the two parties in the form of an agreement. The occurrence of an agreement between the two after the issuance of an agreement letter made by the insurance manager. Insurance is one method to manage risk by transferring uncertainty (Agus Prawoto). A concept similar to insurance has existed in the mutual cooperation culture of Indonesian society since ancient times. Modern insurance was first introduced to Indonesia during the Dutch colonial period, related to the success of Dutch companies in the plantation and trade sectors in Indonesia. In order to ensure the continuity of their business, it was important to have insurance that fulfilled their collateral needs.

Conflict can arise in various contexts and involve various parties. It can involve individuals with individuals, individuals with groups, groups with groups, companies with companies, companies with governments, or even countries with other countries. Practically speaking, Conflict can be public or civil in nature and can occur locally, nationally and internationally. Etymologically, conflict can be explained as something that causes a difference of opinion, quarrel, argument or dispute. Conflict is a situation in which there is a conflict or difference of opinion between the various parties involved contained disputes that must be resolved by both parties (Sarwono Hardjomulja). The occurrence of a conflict can be caused by a lack of knowledge for policyholders in understanding the contents of the agreement that has been made and signed together. In general, conflict resolution can be done in two ways, namely, through the litigation process (resolving conflicts through the court), and through alternative mechanisms with peaceful negotiations (resolving conflicts outside the court). This out-of-court negotiation mechanism is known as an alternative court settlement mechanism, Alternative Conflict Resolution (APS), also known as the Non-Litigation process.

Out-of-court negotiation mechanisms or alternative court settlement mechanisms or Alternative Conflict Resolution with Non-Litigation Processes are usually carried out by means of mediation, mediation is no stranger to the parties involved in the conflict, mediation is a way of resolving conflicts in a more peaceful and fair way and avoids hostility for the parties to the conflict. By making peace, it is hoped that the individuals or groups involved in the conflict will get the right solution to the problems faced.

Mediation is defined as a process of involving a mediator who acts as a third party in resolving conflicts or advisory disputes (KBBI) While individuals who facilitate mediation are known as mediators. Mediation is a conflict resolution that is achieved through a process of negotiation process or with the consensus of the parties in conflict, with its specialty, namely through deliberation for consensus in resolving conflicts faced by the parties in conflict with the help of a Mediator. A Mediator in the mediation process has an important role.

Discussion about insurance means also talking about how to solve problems if there is a conflict case related to insurance. So based on the description of the problems that underlie this writing, as described above, the author has an interest in studying and researching normatively about the Role of the Indonesian Insurance Mediation Agency (BMAI) in Resolving Insurance Conflicts.

In the Civil Code Article 1365 of the Civil Code (KUH Perdata) Every act that causes harm to another person, obliges the person who is guilty of causing the loss, to compensate for the loss (Sahdani Ritonga, Ida Nadirah). In reality, conflict resolution that leads to the loss of one of the parties, in this case the policyholder or the insured in the insurance. Until now there has been no very concrete solution in answering the various conflicts that occur in the insurance business world in Indonesia. This needs the full attention of the government so that the trust of customers in the insurance business in the future can eliminate the enormous concern for insurance customers in Indonesia.

METHOD

The approach applied in this writing is to use the type of Normative legal study. According to Soerjono Soekanto, research methods refer to a series of procedures, principles, and guidelines used to carefully investigate a phenomenon in order to expand human understanding of it. Where phenomena that are happening or are taking place can be known and understood to be examined as a tool in exploring science more deeply.

The normative approach in legal research is related to the use of secondary data such as norms, rules, and legal regulations contained in laws and regulations, as well as studying

literature, regulations, and documents relevant to theoretical research on legal principles, legal concepts, legal views and doctrines, and legal systems.

RESULTS AND DISCUSSION

Insurance Regulation in Indonesia

Insurance was first introduced in Indonesia during the Dutch colonial period, which at that time was referred to as the Dutch East Indies. The emergence of insurance in Indonesia is related to the economic success of the Dutch in the plantation and trade sectors in the colony. Therefore, the presence of insurance became an important need to provide protection against potential business losses.

The entry of insurance into Indonesia occurred immediately after the establishment of a Dutch insurance company called De Nederlanden Van 1845. In Indonesia, during the colonial period, a life insurance company was built by the Dutch under the name *Nederlandsch Indisch Level Verzekering En Liefrente Maatschappij* (NILMIY). The company was later taken over by the Indonesian government and is currently known as PT Asuransi Jiwasraya.

When the New Order came to power in 1966, the private sector was re-empowered, and the economy previously controlled by state-owned companies was divided into three categories: *Perusahaan Jawatan*, *Perusahaan Umum*, and *Perseroan* (in accordance with Law No. 9 of 1969). Along with the rapid development in Indonesia during the New Order period, the insurance industry also grew rapidly. The government has issued various policies and legislation to improve the insurance industry in Indonesia. During the Japanese colonial period, the development of the insurance industry in Indonesia experienced a temporary halt. Most of today's insurance companies have roots dating back to the Dutch colonial period and early independence, such as Asuransi Jiwasraya, Asuransi Bumi Putera, and Asuransi Jasa Raharja. From year to year, the insurance industry continues to grow, and more and more insurance institutions are emerging. This happens because the human population continues to grow, so the demand for protection, both in terms of life and property, also continues to increase.

The definition of insurance in general is an agreement between two parties, namely the insurer (insurance company) and the insured (policy holder). In this agreement, the insurer promises to pay a sum insured if the insured experiences loss, damage, or loss of the insured goods or interests due to an uncertain or deliberate event, and based on the life or death of a person (Andri Soemitra, 2009). Insurance is regulated by Law Number 40 of 2014 concerning Insurance. This law is an effort to improve the previous law, Law Number 2 of 1992, in response to economic development and the need for better regulations to support the growth and innovation of the insurance industry in Indonesia (Kasmir, 2014).

The Insurance Law also establishes the role of the Financial Services Authority (OJK) as the regulatory and supervisory institution for the financial services sector in Indonesia, including insurance. In addition, further regulations regarding insurance are regulated through Financial Services Authority Regulations (POJK). One of the important policies that regulate the insurance industry in Indonesia is the Decree of the Minister of Finance No. 214/KMK.013/1988, known as the December Package. In addition, Law No. 2 of 1992 concerning Insurance Business provides a basic framework for regulating and supervising the insurance industry. In practice, this supervisory function is still weak and has not worked as expected, because there are still many policyholders who have no clear resolution to the conflicts they have experienced. Of course in this case the government needs more serious attention in providing guarantees and legal protection to the insured in an insurance company.

In its development, the rules on insurance business are no longer sufficient in regulating the growing insurance industry. Therefore, the improvement of legislation regarding insurance is needed to create a healthier, reliable, competitive insurance industry, and support national development. The regulations made need to be improved or changed so

that the insured, in this case the insurance policy holder, feels protected and guaranteed if someday they experience difficulties in terms of getting their rights as a policy holder or insured.

Many things that have become insurance legislation products have been regulated and used as guidelines in running the insurance business as stated in Law Number 40 of 2014 concerning Insurance provides a broader definition of insurance than that contained in Article 246 of the KUHD. Important elements in insurance include legal subjects (insurer and insured), free agreement between the insurer and the insured, insurance objects and interests of the insured, objectives to be achieved, risks and premiums, uncertain events, compensation, conditions, and insurance policies. It can be explained that the insurer is referred to as the manager of the insurance business while the insured is the insurance policy holder.

A creature that has a mind that was originally created only for humans as God's most noble creation as a differentiator between other creatures. In humans, they have a soul that is not easily satisfied or wants to continue to develop, with the mind that is used in order to avoid various conflicts of life or problems that will be faced which allow the solution to be unable to immediately. So with the turmoil of the problems he will face, it can cause great risk, with the risks that arise Humans have various ways to overcome it, including avoiding it, preventing it, transferring it to other parties, or accepting it by considering the magnitude of the risks faced (Sentosa Sembiring).

In general, risk refers to any situation in which one cannot fully control or predict the future. Risk can be defined as (a) the possibility of an undesirable or expected event, (b) an event that may or is expected to occur and may result in a loss or decrease in economic value (Sri Rezeki Hartono) Risk management or risk sharing can occur in the following ways:

1. The risk that actually occurs can be shared or distributed by the insurer to the insured. This can be done because the risk does not always occur simultaneously to each insured, so that the risk of one insured can be shared by other insureds.
2. When the risk transferred to the insurer is too great and the insurer alone is unable to bear it, the risk can be shared with other insurers.
3. Risks can also be shared or distributed through reinsurance, where the insurer transfers responsibility for the risks it accepts to other insurers (Djoko Prakoso).

Risk can be defined as the possibility of loss or loss, as well as the possibility of deviating from harmful expectations, because the deviation of expectations is itself a form of loss. The relationship between insurance and risk is very close, because insurance is a way to manage risk. Without risk, insurance would not exist.

The emergence of a risk can be caused by various sources, both those that come from humans themselves or those that come with natural phenomena that occur around them so that they feel unsafe and there are threats that are lurking. Generally understood is the transfer of risk by delegating to a third party for the resolution of problems that occur or that will occur in the future.

The Role of the Indonesian Mediation Agency (BMAI) in Resolving Insurance Conflicts

Mediation is one of the most widely recognized conflict resolution alternatives and has attracted the interest of many experts. Ray Fells of the University of Western Australia defines mediation as “a problem-solving approach and an opportunity to achieve constructive outcomes through a problem-solving approach, as opposed to the costly and confrontational process of litigation” A. Zein Umar Purba). Black's Law Dictionary defines mediation as “a non-binding method of dispute resolution involving a neutral third party who attempts to help the parties to a dispute reach a mutually agreeable solution.” (Bryan A. Gerner, ed).

Joni Emirzon collected several definitions of mediation from various sources, among others: (Joni Emirzon; 2001).

1. Mediation is a process in which disputing parties systematically resolve their issues with the help of one or more mediators to find alternative solutions that meet their needs.
2. Mediation is the intervention in a conflict or negotiation by a neutral and impartial third party, with the aim of helping the disputing parties reach a voluntary agreement in resolving their problems.
3. According to Law Number 30 Year 1999, "Alternative Conflict Resolution is an institution for resolving conflicts or differences through procedures agreed upon by the parties, including consultation, negotiation, mediation, conciliation, or expert judgment."
4. In Bank Indonesia/PBI Regulation No. 8/PB/2006, mediation is described as a conflict resolution process that involves a mediator to help disputing parties reach a voluntary agreement on some or all of their issues.

Mediation is a negotiated problem-solving process in which a neutral third party does not have the authority to decide the conflict, but instead works with the disputing parties to reach a satisfactory agreement. The mediator helps the parties to find a common solution without forcing them to accept a particular offer. The mediator's position is neutral, and they attempt to mediate.

In general, mediation can be defined as an attempt to resolve conflict between the parties involved through mutual agreement with the help of a mediator who is neutral and does not make decisions or conclusions for the parties. The process is conducted in an atmosphere of openness, honesty, and exchange of opinions with the aim of reaching an agreement that is satisfactory to all parties.

Mediation can be done with the mutual agreement of both parties, if that agreement cannot also be reached then another person is needed to mediate in order to get an agreement on the conflict at hand. Collins English Dictionary and Thesaurus In other words, mediation is a process of negotiation to resolve problems in which a neutral outsider works with disputants to help them reach an adequate agreement (Lorna Gilmour, eds). In Indonesia, mediation does not have a specific definition listed in Law No. 30/1999 on Arbitration and Alternative Conflict Resolution. Law No. 30/1999 regulates the resolution of conflicts arising between parties, which are generally caused by differences of opinion between them. The parties usually have included in their agreement that in the event of a conflict, the resolution can be done through arbitration or alternative conflict resolution methods specifically for civil cases.

Civil cases can arise when parties who have previously reached an agreement face disagreements after the implementation of the agreement. These civil cases are related to business activities or business law, which has regulations that govern business and trade activities. Business law was created to create order in doing business, and its violation may result in legal sanctions. Business law does not only apply to business actors, but also involves consumers who use the goods or services they buy (Fitrotin Jamilah).

In a legal context, conflict refers to a difference of opinion between two or more parties that has legal consequences or implications. In other words, for a conflict to occur, at least two parties must be involved and have different views on a particular issue. They vehemently defend their views without reaching a mutual agreement, so the disagreement has not been resolved. It is important to note that in this context, there are no specific requirements governing the legal subjects who are entitled or authorized to engage in conflict of laws

Thus, all legal subjects have the potential to be involved in legal conflicts (Indonesian Online Legal Dictionary). The triggering elements of a conflict include: there is a conflict, difference, or conflict of interest between at least two or more legal subjects, and the party who feels aggrieved takes certain actions to reveal the losses he has experienced. In general, conflicts in a business context can arise for the following reasons: (a) fraud or breach of promise committed by one or both parties involved in the agreement, (b) implementation of

the agreement by the parties or one of the parties that is not in accordance with the contents of the agreement, (c) parties or one of the parties that carry out the commitment of the agreement with delay, (d) parties or one of the parties that take actions that violate the terms of the agreement. The actions mentioned can result in conflict because there are parties who feel disadvantaged. The main cause of conflict is default. There are two classifications of business conflicts based on their causes, which are as follows: (Muchlisin Riadi)

1. Conflict of interest occurs when two individuals have similar desires for an object of perceived value, resulting in competition for it.
2. Conflict of truth claims, is a situation where one party claims the truth, while the other party is considered guilty. The conflict that arises due to this truth claim is related to the assessment of right or wrong. Arguments in this case are based on truth considerations, not on differences in interests, norms, or laws. Resolving conflicts due to truth claims is more likely to lead to compromise than conflicts rooted in differences of interest.

Speaking of conflicts, insurance activities are also inseparable from problems that arise in the community related to the insurance business, for problems related to existing insurance conflicts. Initially, conflicts related to insurance were resolved through the Consumer Conflict Resolution Agency (BPSK) and through the Indonesian National Arbitration Board (BANI). After the birth of the Indonesian Insurance Mediation Agency (BMAI), the problem or conflict of insurance was resolved through the Indonesian Insurance Mediation Agency (BMAI).

The Indonesian Insurance Mediation Agency (BMAI) has played an active role in resolving insurance conflicts since 2006. Badan Mediasi Asuransi Indonesia, also known as a legal organization structured as an association, is based on the principles of Pancasila and operates in accordance with the provisions contained in the 1945 Constitution. This organization carries out its duties independently and impartially (BMAI) conducting activities in conflict resolution, especially in the field of insurance in Indonesia through procedures related to mediation, education and arbitration. Based on decision No. 008/SK-BMAI/11.2014 on BMAI mediation rules and procedures, decision letter No. 009/SK-BMAI/09.2014 on BMAI Adjudication rules and procedures, decision letter No. 1001/SK-BMAI/09.2014 on BMAI arbitration rules, the mediation stage has established a complete approach and procedure for the process, adjudication and BMAI arbitration.

In POJK Number 1 of 2014 which regulates alternative conflict resolution institutions in financial services, it is explained that BMAI is an institution that can handle problems or conflicts related to insurance activities in Indonesia, both conventional insurance and sharia insurance.

The Indonesian Insurance Mediation Agency (BMAI) is an institution that can be accessed by the public, both those who act as insureds and insurance policyholders. BMAI uses mediation and adjudication processes to assist in resolving conflicts related to insurance claims (claims for compensation or benefits). The mediation process conducted through BMAI can be explained as follows:

1. Application for Conflict Resolution

The insured or policyholder must fill in the Conflict Resolution Request Form (FPPS) provided by BMAI. This form is used as the basis for initiating an investigation into the existing Conflict.

2. Limitation of Indemnity Claims

During the mediation and adjudication process, the claim for compensation or policy benefits that are the subject of the Conflict usually does not exceed 750 million per claim for general insurance, while for life insurance and social security claims, it does not exceed 500 million per claim.

3. Stages of Settlement

(c.1) Mediation: BMAI will send a mediator who will try to reach an amicable agreement between the insured or policyholder and the insurer. (c.2) Adjudication: If mediation fails to resolve the conflict, the next step is adjudication. The Applicant may apply to the chairman of BMAI to undergo this process, where the Conflict will be decided by an Adjudication Panel that has been appointed by BMAI. (c.3) Arbitration: The third stage, arbitration, may be used if the mediation and adjudication processes are deemed unsuccessful or if the Conflict exceeds a set limit value. (c.4) Fees: Each stage has different costs. Mediation and adjudication for claim values above a predetermined limit will be provided free of charge. However, at the arbitration stage, fees will be determined based on the value of the claim in question.

Conflicts that can be handled by the Indonesian Insurance Mediation Agency (BMAI) include:

1. Claims that are rejected because they are deemed not covered by the policy.
2. Claims with a lower value than requested by the insurance customer
3. Issues surrounding reinstatement or surrender of policies
4. Conflicts that can be resolved through mediation or adjudication
5. Conflict claims with the highest value, which is 750 million per claim for general insurance and 500 million per claim for life insurance and social security.

The Indonesian Insurance Mediation Agency (BMAI) has expanded its services significantly. In addition to mediation and adjudication, BMAI now also includes arbitration as part of the Financial Services Business Conflict Resolution Alternative Institution (LAPS), which was initiated by the Financial Services Authority (OJK) through OJK Regulation Number 1/POJK.07/2014.

This service development illustrates that policyholders facing Conflicts are not just limited to small claims. Today, almost all types of insurance Conflicts, including those involving significant value, can be resolved through LAPS-BMAI.

Contractually, including an alternative conflict resolution facility between the insurer and the insured through LAPS-BMAI is a fair and reasonable arrangement. Settlement measures involving mediation and adjudication are not binding on the insured; only the insurer is bound by them.

However, the provision of settlement through arbitration is governed by Law No. 30/1999 on Arbitration and Alternative Conflict Resolution. The choice of settlement through arbitration must be expressly stated in the insurance policy and does not automatically include settlement through LAPS-BMAI, especially when arbitration is not yet included in BMAI's alternative conflict resolution facility. In addition, the right to choose settlement through arbitration is not only the right of the insured but also the right of the insurer. In contrast to adjudication awards, BMAI arbitration awards are binding on both parties and must be explicitly agreed in the agreement (policy) or after the occurrence of the Conflict as the applicable procedural law

This means that OJK Regulation No. 1/POJK.07/2014 does not automatically include the authority to elect arbitration, and such election must be clearly stipulated in the insurance policy or after the occurrence of the Conflict, including submission to the LAPS-BMAI arbitration rules as applicable procedural law.

The challenge for the selection of LAPS-BMAI as an alternative institution for conflict resolution through arbitration does not eliminate the authority of the Indonesian National Arbitration Board (BANI), which has been an option in resolving insurance conflicts. In addition, policyholders as consumers have the freedom to determine whether they will use LAPS-BMAI or BANI arbitration institutions. Therefore, LAPS-BMAI must work hard to build a strong reputation and ensure consumer and insurer confidence in its services in resolving insurance Conflicts (Ricardo Simanjuntak).

As explained above, various opinions are expressed both in the theory of each expert and the legislation that has been passed and used as a reference in taking mediation actions in resolving conflicts between insurers and insureds in insurance products. Settlement must be based on the agreement of both parties while theory and law are as a bridge in facilitating the resolution of conflicts that occur.

CONCLUSION

1. The regulation of Insurance in Indonesia is regulated in Law Number 40 of 2014 concerning Insurance, while Law Number 30 of 1999 regulates Arbitration and Alternative Conflict Resolution, in regulating the problem of conflict resolution faced by the parties, problems arise due to differences of opinion between the parties.
2. The Indonesian Insurance Mediation Agency (BMAI) in resolving insurance conflicts has played an active role since 2006. Also known as a legal entity in the form of an association based on Pancasila and has the basis of the 1945 Constitution which is independent and impartial. The Indonesian Insurance Mediation Agency (BMAI) carries out activities in conflict resolution, especially in the field of insurance in Indonesia through procedures related to mediation, education and arbitration.

REFERENCE

- Agus Prawoto. 2003. *Hukum Asuransi dan Kesehatan Perusahaan Asuransi dan Kesehatan Perusahaan Asuransi Berdasarkan Risk Base Capital (RBC) Guide Line Untuk Membeli Polis Asuransi Yang Tepat Dari Perusahaan Asuransi Yang Benar*. Yogyakarta.
- Andri Soemitra. 2009. *Bank dan Lembaga Keuangan Syariah*. Jakarta.
- Zein Umar Purba. 2007. "Mediasi Dalam Konflik Perbankan": "Perbandingan dengan Bidang Pasar Modal" makalah disampaikan pada Diskusi Terbatas Mediasi Perbankan, diselenggarakan oleh Bank Indonesia dan Sekolah Pascasarjana Universitas Sumatera Utara. Medan.
- Bryan A. Gerner (ed.). 1999. *Black's Law Dictionary*. West Group, ST. Paul. Minn.
- Djoko Prakoso. 2004. *Hukum Asuransi Indonesia*. Jakarta. Fitrotin Jamilah. 2014. *Strategi Konflik Bisnis*. Yogyakarta.
- Joni Emirzon. 2001. *Alternatif Penyelesaian Konflik di Luar Pengadilan, Negosiasi, Mediasi, Konsolidasi dan Arbitrase*. Jakarta.
- Joni Emirzon. 2007. *Figur Lembaga Mediasi Perbankan Kedepan dalam Sistem Alternative Dispute Resolution*, Makalah disampaikan pada kegiatan Diskusi Terbatas Mediasi Perbankan, Kerjasama Bank Indonesia dengan Kajian Hukum Bisnis Fakultas Hukum Unsri. Palembang.
- Kamus Hukum Online Indonesia. 2022. "Daftar Isi Kamus Lengkap", melalui <https://kamushukum.web.id/arti-kata/Konflik/>.
- Kasmir. 2014. *Hukum Asuransi Perlindungan Tertanggung Asuransi Deposito Usaha Perasuransian*. Bandung.
- Lorna Gilmour, Penny Hand dan Cormac McKeown. 1995. *Collins English Dictionary and Thesaurus, Third Edition*. Harper Collins Publishers. Lihat juga Martin H. Manser, *Oxford Learner's Pocket Dictionary, New Edition*. Oxford University.
- Moore C.W.- Joni Amirzon. 1986. *The Mediation Process: Practical Strategies for Resolving Conflict*. San Francisco.
- Muchlisin Riadi. 2022. "Pengertian, Jenis, Penyebab dan Penyelesaian Konflik". melalui <https://www.kajianpustaka.com/2018/10/pengertian-jenis-penyebab-dan-penyelesaian-sengekta.html>.
- OJK. 2019. *Kajian Perlindungan Konsumen di Sektor Jasa Keuangan, Asuransi Kesehatan*. Jakarta.

- Peran BMAI dan Prosesnya dalam Mediasi Konflik Klaim Asuransi. 2024. melalui*<https://lifepal.co.id/media/bmai-atau-badan-mediasi-arbitrase-asuransi-indonesia>.
- Ricardo Simanjuntak. 2024. "Efektivitas BMAI Sebagai Bagian dari Lembaga Alternatif Penyelesaian Konflik Asuransi", melalui <https://www.hukumonline.com/berita/a/efektivitas-bmai-sebagai-bagian-dari-lembaga-alternatif-penyelesaian-sengketa-asuransi-lt579d9b7042210/>.
- Sahdani Ritonga, Ida Nadirah. 2022. Penyelesaian sengketa wanprestasi oleh *travel* umroh Atas jamaah haji furoda/umroh di indonesia. Jurnal Moralita. Vol. 3 No. 2, E-ISSN:2302-6561. <https://jurnal.usi.ac.id/index.php/moralita/article/view/550/535>.
- Sarwono Hardjomuljadi. 2016. *Alternatif Penyelesaian Konflik Konstruksi di Indonesia*. Bandung.
- Sentosa Sembiring. 2014. *Hukum Asuransi*. Bandung.
- Sri Rezeki Hartono. 1995. *Hukum Asuransi dan Perusahaan Asuransi* Jakarta.
- Tim penyusun kamus pusat bahasa. 2022. kamus bahasa indonesia. Jakarta. Undang-Undang Nomor 40 Tahun 2014 tentang Perasuransian.
- Zein Umar Purba. 2007. "Mediasi Dalam Konflik Perbankan": "Perbandingan dengan Bidang Pasar Modal" makalah disampaikan pada Diskusi Terbatas Mediasi Perbankan, diselenggarakan oleh BankIndonesia dan Sekolah Pascasarjana Universitas Sumatera Utara. Medan.