
JURIDICAL REVIEW OF THE IMPLEMENTATION OF MARINE CARGO INSURANCE ON THE SEA FREIGHT AGREEMENT AT PT. SINAR MAS INSURANCE

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ABSTRACT

KEYWORDS

Juridical review;
marine cargo; freight
agreement

The Indonesian nation is located along equator, a very strategic potential that crosses between two ocean big, that is Ocean Indian and Ocean Pacific, and between two continent that is Asia and Australia continents. Beside that the Indonesian people have riches diverse nature variety, both on land as well as at sea. Study this aim for get description how Overview Juridical Implementation of Marine Cargo Insurance in the Agreement Freight Sea at PT. Insurance Sinar Mas for interpreted to in a the description presented in form of words. Study this aim for get description how Overview Juridical Implementation of Marine Cargo Insurance in the Agreement Freight Sea at PT. Insurance Sinar Mas for interpreted to in a the description presented in form of words. because of that, research this use approach qualitative descriptive. Condition coverage in Marine Cargo Insurance guaranteed by PT. Insurance Sinar Mas serves 3 (three) conditions coverage. Election condition by the insured influence quantity premium must paid as well as breadth guarantee the danger posed by the insurer. So that the consequences is condition of the policy purchased in accordance the dangers that can guaranteed that 's what can submitted accompanied completeness document claim.

INTRODUCTION

The Indonesian nation is located along equator, a very strategic potential that crosses between two ocean big, that is Ocean Indian and Ocean Pacific, and between two continent that is Asia and Australia continents (Utari, 1994). Beside that the Indonesian people have riches diverse nature variety, both on land as well as at sea. So location and shape Indonesia 's geography as well as riches abundant nature that, has make Indonesia's position is very unique in the international world, especially in the field of law sea. (Chandra Motik Yusuf, Archipelago Country Towards a Maritime State: 75 Years Prof. Dr. Hasjim Djalal, MA, IND HILL.CO, Jakarta, 2010, p. 1).

Indonesia is an archipelagic country consisting of on variety ethnic group nation and consists of from thousands island (Subandi, Chizanah, & Subhan, 2022). For make it easy connection or interaction between Public from one island with island other so Public need a means transport. one means more and more transportation develop mature this is transport sea. Freight through sea must based on on consideration will safety and security. Boat sea capable for To do transport with more capacity many from the means transport other (Soekanto, 1986).

Freight goods (cargo) via sea occupy position important. Especially one priority from Government Cabinet Work is expedite transport goods through sea, known with toll sea. According to data from the Central Statistics Agency (BPS) for 2021, the volume of

goods transported through sea amounted to 313.02 million tons. However no could denied again that every things to do good use means transport sea nor through means transport land and air together have the risk that must faced by the parties (Soemitro, 1990).

Related with that, needed presence company insurance as diversion risk on possible loss arise because happening various type incident that doesn't unexpected. Presence company Insurance is also felt by the business world remember put together party there is various the risk that basic and rational feel could disturb continuity activity his efforts. Every decisions taken man in undergo his life always contain risk. Risk is possibility the loss that will experienced, resulting from a possible hazard happened, but no is known more formerly is Thing the will happen and when will happen.

Risks the character no sure, no is known with certain is will occur in time close or will occur in the future day, when risk the happen, no is known how many the loss that will caused by economical. one method for divert risk the is with method divert risk (Transfer of Risk) to other party outside self human. At the moment this other party who is able accept risk and ability manage risk the is company insurance (Soekanto, 2004). Diversion risk to company insurance no occur so just without obligation anything to the transferring party risk. That thing must promised more formerly with what is called with agreement insurance. In agreement insurance, transferor risk called as insured whereas receiving party risk called as guarantor.

Frequent problems occur in connection with transport sea is big the risk that will faced by the carrier. Insurance Company as guarantor move for replace position insured in take over the risk that was Becomes burden si insured including take over payment loss for party third on demands losses incurred when boat operated (Hamdani, Moës, & Amighi, 2003).

PT. Insurance Sinar Mas already stand up since May 27, 1985 with name of PT. Insurance Loss Sinar Mas Dipta, then in 1991 changed her name become PT. Insurance Sinar Mas. PT. Insurance Sinar Mas is one of the company insurance largest in Indonesia. PT. Insurance Sinar Mas organizes insurance transport include: Marine Hull and Marine Cargo and Simas Ships. Marine cargo insurance more known with insurance transport goods through sea, insurance this provide cover risk to goods through something means transport / tools transport boat sea (Aldana, 2014).

Simas Marine Cargo, is product insurance superior Insurance Sinar Mas who gives protection if occur risk risk on transported goods through means transport / tools transport good land, air nor sea. PT. Insurance Sinar Mas for support insurance program stated national in Regulation of the Minister of Trade No. 82 of 2017 which then perfected amendment first No. 48 of 2018 and amendments second no. 80 year 2018 (Peter, 2006).

Insurance payload boat sea or marine cargo insurance is very important thing in continuity practice service service delivery goods through boat sea (good expedition as well as cargo). However in various practice is known that no all company service expedition and cargo To do closing insurance to things done delivery (Purwosutjipto, 1991).

Based on the description above, then the author is very interested for discuss and explain more carry on related with closing insurance on object delivery, i.e. shipped goods when happening danger maritime and non - maritime which causes lateness delivery goods, damage item, lost goods even until its annihilation goods sent, so that writer arrange one creation scientific title: Overview Juridical implementation of Marine Cargo Insurance on the Agreement Freight Sea at PT. Insurance Sinar Mas.

METHOD RESEARCH

Study this aim for get description how Overview Juridical Implementation of Marine Cargo Insurance in the Agreement Freight Sea at PT. Insurance Sinar Mas for interpreted to in a the description presented in form of words. because of that, research this use approach qualitative descriptive (Creswell, 1998).

More specific, research this also works for describe something phenomenon " like "what"need" revealed with clear and transparent through the collected data from participant. In other words, research this strive explore something phenomenon or events that contain about description real or reality to How practice fulfillment Marine Cargo Insurance claims at PT. Sinar Mas against suitability regulations in the field insurance ?

Related with the above explanation, then study it also uses design studies case that is attempted describe something background, object or incident in transport sea at PT. Insurance Sinar Mas by detailed and in- depth. Study this will produce related detailed information terms and practices in insurance payload sea, which is possible no can obtained from type study another. With Thus, information, events the is something the case to be researched, explored and interpreted in form of words clear, gambling and transparent (Creswell, 1998).

In accordance with title and focus, research this held in an insurance company. Before To do research, researcher need To do a studies preliminary for ensure linkages Among focus study with phenomenon what actually happened in the company insurance that. In To do studies preliminary this one necessary thing is known is that college tall the place writer work once have good relationship with researched place that. This is very useful for To do investigation beginning related with focus research. It also gives convenience access to researcher for To do observation or investigation beginning the although the data obtained from activity investigation and observation beginning this no shown in study this (Khairandy, Tabroni, Arifuddin, & Santoso, 1999).

Study this done with use a number of technique for collect data online thorough and natural. The main techniques used by researchers is an in-person interview deep with subject research. This interview is very important for obtain primary data in the form of statement verbally or oral from data source or participant (Creswell, 1998).

Interview conducted about 15 - 30 minutes. Interviews were carried out in the offices of each participant who had appointed on the sidelines free they by take turns one by one. In conducting interviews, researchers make or prepare a number of question. However, no close possibility that researchers also develop questions that have been made or prepared the in accordance with development information provided by participants (Indonesia, 2003).

Other techniques used by researchers is observation. Activity observation this aim for obtain secondary data that supports the primary data obtained researcher. Activity observation conducted with retrieve data in the form of document like photos, letters and others as proof authentic for support the interview data above. Documents the containing description incident related with transport stuff. events the recorded or immortalized in form taking pictures or even letters showing proof strong existence maintenance marine cargo insurance by PT. Sinar Mas. The most important again in activity observation this is that researcher Act as observer participant During To do observation at PT. Insurance Sinar Mas researched that. It is very important because researcher no want to involved by direct regarding with topics current case researched. In other words, researchers working

as an outsider who only want to get data without involved direct in activity the as an insider. Temporary that, documentation can also conducted with method ask by direct data or files written as supporting data that has been saved or perpetuated by participants (Hamzah, 2022).

RESULTS AND DISCUSSION

a. How Condition coverage in Marine Cargo Insurance guaranteed by PT. Sinar Mas

Based on results Interview with Mr June from PT. Insurance Sinar Mas, obtained information that:

“Types coverage Insurance Freight The sea provided by PT. Insurance Sinar Mas includes : Institute Cargo Clause "C", Institute Cargo Clause "B", Institute Cargo Clause "A" and Total Loss Only".

Discussion

a. Institute Cargo Clause "C",

Guaranteed risk include:

1. Insurance this ensure all loss or damage to the insured object except to the risks are set out in Clauses 4, 5, 6 and 7 below.
2. Insurance this ensure loss general and cost rescue, whose reckoning based and determined in accordance contract transportation and/ or provision applicable laws and practices, which arise for avoid or related with things for avoid loss due to anything, except what is excluded in clause 4, 5, 6 and 7 or anywhere stated on insurance this.
3. Insurance this expanded for give change make a loss to Insured to loss that becomes not quite enough the answer in contract transport under clause “ Collision Ship Where Both of them Guilty “ if the loss guaranteed . In Thing arise claim from owner boat based on Clause that , the insured agree telling you Insurer where Insurer entitled for maintain self with the cost to be responsibility , for defend Insured to claim so.

Exception

In Thing whatever insurance this no guarantee:

4.1 loss damage or costs resulting from willful misconduct by the Insured

4.2 reasonable leakage, reduced heavy or reasonable volume, or reasonable wear from insured object

4.3 loss damage or costs caused by not sufficient or no accordingly wrapping or setup insured object (for necessity This clause 4.3, “wrapping” is considered including composing goods in the container or car box, but only if composing the conducted before start take effect insurance this or carried out by the Insured or employee)

4.4 loss damage or costs caused by damage alone or nature natural from insured object

4.5 loss damage or costs that are proxima caused by the delay, although lateness that caused by the insured risk (unless cost that can be paid based on Clause 2 above)

4.6 loss damage or costs incurred from insolvency or failure finance owner manager charter or ship operator

4.7 loss damage or costs incurred from usage weapon war anything that uses atomic energy or fission and/ or fusion nuclear or other reactions like or strength or radioactive material

5.1 In Thing whatever insurance this no ensure loss damage or costs incurred from unworthiness ocean boat or boat, no perfection boat boat tool transport container or box car for safe transportation on insured object, where Insured or the employee knowing unworthiness ocean or not perfection that, at the time insured object loaded to inside

5.2 Insurers ignore every violation requirements that are not written (implied warranty) regarding seaworthiness ship and perfection boat for transport insured object place purpose, except Insured or the employee knowing unworthiness ocean or not perfection it's

6 In Thing whatever insurance this no ensure loss damage or costs caused by:

6.1 war war sibling revolution rebellion generation people, or unrest arising civil thereof, or each actions that are hostility by or to the ruling party

6.2 confiscation, confiscation, arrest, restriction freedom, or detention (except piracy) and consequences from to her or test for To do Thing the

6.3 mine torpedo bomb or weapon war others who don't taken care of again

7 In Thing whatever insurance this no ensure loss damage or cost

7.1 caused by strikers, affected workers obstruction work, or people who take part in disturbance labor, riot or riot

7.2 arising from strike, obstruction work, distraction labor, riot or riot 7.3 caused by terrorist or the person who acts with political motives.

Applicability Insurance:

8.1 Insurance this start apply since moment goods leave warehouse or the place mentioned storage in the police as beginning start travel, apply Keep going During reasonable journey and ends at

8.1.1 seconds handed over to the warehouse Receiver or in the warehouse another last or the place storage in place goals that have been mentioned,

8.1.2 seconds surrender receive in warehouse or the place storage other good before or on the spot goals that have been mentioned, selected Insured good used

8.1.2.1 for storage outside track reasonable travel, or

8.1.2.2 for allocation or distribution, or

8.1.2 seconds ending time 60 days after insured item done dismantled from ship in port demolition last, which one is more formerly happen.

8.2 If, after dismantled from ship in port demolition last, but before ending insurance this, stuff continue to another purpose than what has been insured, insurance this, with permanent subject to conditions ending above, no will expanded During journey place these other purposes.

8.3 Insurance this permanent applies (with subject to conditions ending the above and as set out in Clause 9 below this) during occur delay outside control Insured, every deviation shipping, unloading emergency, shipping return or transfer to other ships and during occur change arising voyage from freedom carrier or arranged charter in contract transport.

9 If in state outside control Insured good contract transport ended in a harbor or other place besides the place that has been mentioned or cruise discontinued before goods hand over as regulated in Clause 8 above, then insurance it's also over except notification quick be delivered to Insurer and continuation guarantee requested so insurance permanent applies, with provision premium addition if required by the Insurer, ok

9.1 to goods sold and delivered at the port or the place that, or, unless by special Approved else, until ending period time 60 days after insured item arrived at the port or the place that, which one is more formerly occurs, or 9.2 if goods continue in period time 60 days

that (or approved extension) to the place goals that have been mentioned or the place destination else, until end as provided for in Clause 8 above.

10 Whenever, after take effect insurance this, goal changed by the Insured, the guarantee permanent apply with premiums and terms specified, with provision notification quick be delivered to Insurer.

Claim

11 11.1 In order to get get change make a loss in insurance this Insured must have interest on insured object at the time happening loss.

11.2 With subject to the provisions of 11.1 above , the Insured entitled get change make a loss on insured loss that occurs During period insured time, though loss the occur before agreement insurance agreed, unless Insured has knowing existence loss and the Insurer no.

12 When, as consequence from guaranteed risk insurance this, insured trip ended up somewhere harbor or other place besides from destination where object concerned insured, Insurer will replace loss Insured on every cost appropriate and reasonable additions that arise in demolition hoarding and forwarding insured object to the place insured destination. This clause 12, which is not apply for loss general and cost rescue, subject to exception Clauses 4, 5, 6 and 7 above, and no including costs incurred from error negligence insolvency or inability finance Insured or his employees.

13 No there is claim for Total Constructive Loss will paid except object insurance has diabandon by reasonable good with consideration something Real Total Loss looks no could avoided or because cost get come back, fix and carry on object insurance to the place insured destination will beyond value in place purpose.

14 14.1 If insurance Price increase requested by the Insured on insured item price approved item considered raised to the total price coverage on insurance this and all insurance Guaranteed Price Increase loss and responsibility answer to insurance this will comparable Among price coverage to the total price coverage that.

In Thing occur claim, insured must deliver to Insurer, evidence insured amount from all insurance other.

14.2 When insurance this on Price Increase clause following applies: The price of goods that have been Approved considered same with amount insured on insurance tree and all insurance increase closing price loss and requested by the Insured on goods, and responsibility answer to insurance this will comparable Among price coverage to the total price coverage that.

In Thing occur claim Insured must deliver to Insurer, evidence insured amount from all insurance other.

Benefit Insurance

15 Insurance this no could worn for profit party carrier or other parties who law responsible answer on goods.

Zoom out Loss

16 is obligation The insured and his employees and agents in Thing occur possible loss replaced

16.1 take reasonable action with destination prevent or zoom out loss, and

16.2 guarantee that all right Sue to carrier, other parties who law responsible answer on goods or party third other protected and implemented as should and Insurer will , as addition on something possible loss guaranteed in this Policy, provide change make a loss

to Insured on expenses incurred by worthy and reasonable for Fulfill obligation that 17 Actions taken Insured or Insurer with destination secure, protect or get return insured object no could considered as something denial or reception abandonment or other things that are detrimental right from each party.

Prevention Lateness

18 is condition from insurance this that Insured must Act with fast and reasonable in every the state of being in the control.

Law and Practice

19 Insurance this subject to applicable law and practice in the UK along no contrary with Indonesian law.

b. Institute Cargo Clause "B"

GUARANTEED RISK

1. Insurance this guarantee, unless to the risks are set out in Clauses 4, 5, 6 and 7 below.

1.1 loss or damage to the insured object which reasonable caused by

1.1.1 fire or explosion

1.1.2 ships or boat ran aground shipwreck sink or backwards

1.1.3 tools transport land backwards or go out from rail

1.1.4 collision Among boat with boat or crash Among boat boat or tool transport with object from outside besides boat except water

1.1.5 disassembly goods at the port emergency

1.1.6 earthquake earth eruption Mountain fiery or lightning

1.2 loss or damage to the insured object caused by

1.2.1 sacrifice loss general

1.2.2 disposal goods from boat to sea in effort save boat along with whole interest in it (jettison) or swept away goods to sea because wave

1.2.3 ingress of sea water Lake or river into the boat boat hold tool transport container box car or the place hoarding ,

1.3 total loss per koli is lost thrown or fall down During loaded to , or dismantled from , ship or boat .

2. Insurance this ensure loss general and cost rescue, whose reckoning based and determined in accordance contract transportation and/ or provision applicable laws and practices, which arise for avoid or related with things for avoid loss due to anything, except what is excluded in clause 4, 5, 6 an 7 or anywhere stated on insurance this.

3. Insurance this expanded for give change make a loss to Insured to loss that becomes not quite enough the answer in contract transport under clause "Collision Ship Where Both of them Guilty " if the loss guaranteed. In Thing arise claim from owner boat based on Clause that, the insured agree telling you Insurer where Insurer entitled for maintain self with the cost to be responsibility, for defend Insured to claim so.

Exception

4. In Thing whatever insurance this no guarantee :

4.1 loss damage or costs caused by intentional errors by the Insured

4.2 reasonable leakage, reduced heavy or reasonable volume, or reasonable wear from insured object

4.3 loss damage or costs caused by not sufficient or no accordingly wrapping or setup insured object (for necessity This clause 4.3, “wrapping” is considered including composing goods in the container or car box, but only if composing the conducted before start take effect insurance this or carried out by the Insured or employee)

4.4 loss damage or costs caused by damage alone or nature natural insured object

4.5 loss damage or costs that are proxima caused by the delay, although lateness that caused by the insured risk (unless cost that can be paid based on Clause 2 above)

4.6 loss damage or costs incurred from insolvency or failure finance owner manager charter or ship operator

4.7 intentional damage or intentional destruction of the insured object or part thereof by the wrongful act of one person or more

4.8 loss damage or costs incurred from usage weapon war anything that uses atomic energy or fission and/ or fusion nuclear or other reactions like or strength or radioactive material

5 5.1 In Thing whatever insurance this no ensure loss damage or costs incurred from unworthiness ocean boat or boat, no perfection boat boat tool transport container or box car for safe transportation on insured object, where Insured or the employee knowing unworthiness ocean or not perfection that, at the time insured object loaded to in it.

5.2 Insurers ignore every violation requirements that are not written (implied warranty) regarding seaworthiness ship and perfection boat for transport insured object to the place purpose, except Insured or the employee knowing unworthiness ocean or not perfection that.

6 In Thing whatever insurance this no ensure loss damage or costs caused by:

6.1 war war sibling revolution rebellion generation people, or unrest arising civil thereof, or each actions that are hostility by or to the ruling party

6.2 deprivation foreclosure arrest restrictions freedom or detention and consequences from to her or test for To do Thing the

6.3 mine torpedo bomb or weapon war others who don't taken care of again.

7 In Thing whatever insurance this no ensure loss damage or cost

7.1 caused by strikers, affected workers obstruction work, or people who take part in disturbance labor, riot or riot

7.2 arising from strike, obstruction work, distraction labor, riot or riot

7.3 caused by terrorist or the person who acts with political motives.

Applicability Insurance

8 8.1 Insurance this start apply since moment goods leave warehouse or the place mentioned storage in the police as beginning start travel, apply Keep going During reasonable journey and ends at

8.1.1 seconds handed over to the warehouse Receiver or in the warehouse another last or the place storage in place goals that have been mentioned,

8.1.2 seconds surrender receive in warehouse or the place storage other good before or on the spot goals that have been mentioned, selected Insured good used

8.1.2.1 for storage outside track reasonable trip or

8.1.2.2 for allocation or distribution, or

8.1.2 seconds ending time 60 days after insured item done dismantled from ship in port demolition last, which one is more formerly happen.

8.2 If, after dismantled from ship in port demolition last, but before ending insurance this, stuff continue to another purpose than what has been insured, insurance this, with permanent subject to conditions ending above, no will expanded During journey place these other purposes.

8.3 Insurance this permanent applies (with subject to conditions ending the above and as set out in Clause 9 below this) during occur delay outside control Insured, every deviation shipping, unloading emergency, shipping return or transfer to other ships and during occur change arising voyage from freedom carrier or arranged charter in contract transport.

9 If in state outside control Insured good contract transport ended in a harbor or other place besides the place that has been mentioned or cruise discontinued before goods hand over as regulated in Clause 8 above, then insurance it's also over except notification quick be delivered to Insurer and continuation guarantee requested so insurance permanent applies, with provision premium addition if required by the Insurer, ok

9.1 to goods sold and delivered at the port or the place that, or, unless by special Approved else, until ending period time 60 days after insured item arrived at the port or the place that, which one is more formerly happen, or

9.2 if goods continue in period time 60 days that (or approved extension) to the place goals that have been mentioned or the place destination else, until end as provided for in Clause 8 above.

10 Whenever, after take effect insurance this, goal changed by the Insured, the guarantee permanent apply with premiums and terms specified, with provision notification quick be delivered to Insurer.

Claim

11 11.1 In order to get get change make a loss in insurance this Insured must have interest on insured object at the time happening loss.

11.2 With subject to the provisions of 11.1 above, the Insured entitled get change make a loss on insured loss that occurs During period insured time, though loss the occur before agreement insurance agreed, unless Insured has knowing existence loss and the Insurer no.

12 When, as consequence from guaranteed risk insurance this, insured trip ended up somewhere harbor or other place besides from destination where object concerned insured , Insurer will replace loss Insured on every cost appropriate and reasonable additions that arise in demolition hoarding and forwarding insured object to the place insured destination.

This clause 12, which is not apply for loss general and cost rescue, subject to exception Clauses 4, 5, 6 and 7 above, and no including costs incurred from error negligence insolvency or inability finance Insured or his employees.

13 No there is claim for Total Constructive Loss will paid except object insurance has diabandon by reasonable good with consideration something Real Total Loss looks no could avoided or because cost get come back, fix and carry on object insurance to the place insured destination will beyond value in place purpose.

14.1 If insurance Price increase requested by the Insured on insured item price approved item considered raised to the total price coverage on insurance this and all insurance Guaranteed Price Increase loss and responsibility answer to insurance this will comparable Among price coverage to the total price coverage that.

In Thing occur claim, insured must deliver to Insurer, evidence insured amount from all insurance other.

14.2 When insurance this on Price Increase clause following applies:

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In Thing occur claim Insured must deliver to Insurer, evidence insured amount from all insurance other.

Benefit Insurance

15 Insurance this no could worn for profit party carrier or other parties who law responsible answer on goods.

Zoom out Loss

16 is obligation The insured and his employees and agents in Thing occur possible loss replaced

16.1 take reasonable action with destination prevent or zoom out loss, and

16.2 guarantee that all right Sue to carrier, other parties who law responsible answer on goods or party third other protected and implemented as should and Insurer will, as addition on something possible loss guaranteed in this Policy, provide change make a loss to Insured on expenses incurred by worthy and reasonable for Fulfill obligation that.

17 Actions taken Insured or Insurer with destination secure, protect or get return insured object no could considered as something denial or reception abandonment or other things that are detrimental right from each party.

Prevention Lateness

18 is condition from insurance this that Insured must Act with fast and reasonable in every the state of being in the control.

Law and Practice

19 Insurance this subject to applicable law and practice in the UK along no contrary with law forced Indonesia.

c. Institute Cargo Clause "A"

Guaranteed risk

1. Insurance this ensure all loss or damage to the insured object except to the risks are set out in Clauses 4, 5, 6 and 7 below.

2. Insurance this ensure loss general and cost rescue, whose reckoning based and determined in accordance contract transportation and/ or provision applicable laws and practices, which arise for avoid or related with things for avoid loss due to anything, except what is excluded in clause 4, 5, 6 an 7 or anywhere stated on insurance this.

3. Insurance this expanded for give change make a loss to Insured to loss that becomes not quite enough the answer in contract transport under clause "Collision

Ship Where Both of them Guilty “if the loss guaranteed. In Thing arise claim from owner boat based on Clause that, the insured agree telling you Insurer where Insurer entitled for maintain self with the cost to be responsibility, for defend Insured to claim so.

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5.2 Insurers ignore every violation requirements that are not written (implied warranty) regarding seaworthiness ship and perfection boat for transport insured object place purpose, except Insured or the employee knowing unworthiness ocean or not perfection the

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Benefit Insurance

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Zoom out Loss

16 is obligation The insured and his employees and agents in Thing occur possible loss replaced

16.1 take reasonable action with destination prevent or zoom out loss, and

16.2 guarantee that all right Sue to carrier, other parties who law responsible answer on goods or party third other protected and implemented as should and Insurer will, as addition on something possible loss guaranteed in this Policy, provide change make a loss to Insured on expenses incurred by worthy and reasonable for Fulfill obligation that.

17 Actions taken Insured or Insurer with destination secure, protect or get return insured object no could considered as something denial or reception abandonment or other things that are detrimental right from each side.

Prevention Lateness

18 is condition from insurance this that Insured must Act with fast and reasonable in every the state of being in the control .

Law and Practice

19 Insurance this subject to applicable law and practice in the UK along no contrary with Indonesian law .

For type coverage include: Institute Cargo Clause " C ", Institute Cargo Clause "B", Institute Cargo Clause "A" and Total Loss Only", type the danger borne guarantor

different (no same broad). Condition *marine cargo all risk*, named condition A. Condition limited called condition B, and condition more limited again is condition C. Conditions limited B and C mention type closed danger limitedly, and because limited condition danger that's so price premium for Insurance B and C are relatively cheap. As for the covered danger with condition A includes closed dangers in conditions B and C as well as all type danger / cause that gives rise to damage / loss of goods transported.

However often found in practice that insured tend close with payment premium as light as possible without ignore narrow guarantee. Right for choose Purchased condition is right insured so that guarantor no could determine type closed condition insured, however guarantor only entitled determine rate (price base) of coverage, namely based on type transported goods.

d. Total Loss Only

The conditions of coverage in Marine Cargo Insurance consist of: TLO (Total Loss Only) This policy condition provides a guarantee in the event that the insured item/object suffers a total loss, which means:

- 1) Completely destroyed or damaged, out of shape at all. completely lost.
- 2) Loss of rights / interests in the goods.
- 3) If the costs of recovering/returning the insured goods are greater than the price of the goods at the destination, then the loss is constructively called Total Loss.

This Total Loss condition is divided into 2 types, *namely* :

- 1) Total Loss of the Goods.
- 2) Total Loss of the goods following Total Loss of the vessel.
(in addition to goods experiencing Total Loss, the Carrier must also Total Loss)

The definition of total loss of the goods means goods the must is lost same once and not could found or be at the bottom sea and not could transported, or destroyed the carcass no form goods again. So as well as the total loss of ship, which means boat has is lost no could found or the carcass no form boat again, if boat could lifted, fee the fix exceed score boat it.

2. How practice fulfillment Marine Cargo Insurance claims at PT. Sinar Mas against suitability regulations in the field insurance ?

Based on results Interview obtained results as following:

"For marine cargo insurance at PT. Insurance Sinar Mas, period coverage the insurance only for 6 (six) months and when this walk fluent in the sense not yet once there is claim to damage payload goods transport sea, but in 2007 PT . Insurance Sinar Mas Central Java Branch ever doing change make a loss against PT. Arhadi Mighty Dawn ".

PT. Arhadi Mighty Dawn is companies engaged in mechanical and electrical in the field of environmental, transmission, distribution and private. Founded on July 4, 2007 in Semarang and working same with several dealers in Indonesia. On the Moon December 2019 PT Asuransi Sinar Mas do payment claim IDR 308.02 million to PT Arhadi Mighty Dawn. claim this including to in marine cargo products or transport ship (Harahap, 2022).

Claim this conducted on loss due to the insured Load Break Switch (LBS) unit experience damage consequence shock moment journey from Semarang to Palangkaraya. Payment Process claim this in progress in time four mercy day work since all supporter claim completed by the Insured.



Ruled clause in Marine Hull Insurance at PT. Insurance Sinar Mas

- a. Co Insurance Clause
- b. Canceling Return Only (No Laid Up Return)
- c. Corona Virus Exclusion (For Use On Marine and Energy Liability policy)
- d. Dispute clause
- e. Electronics Date Recognition Exclusion clause (For Marine Business)
- f. full Premium if loss clause.
- g. If Vessel In Missing For 6 (Six) Months From The Date Of Sailing From Her Last Port She Shall Be Presume To Be Actual Total Loss In Accordance With Provision Of The Indonesia Commercial Code
- h. Indonesia Law And Jurisdiction
- i. Information Technology Hazards clause
- j. Institute Chemical, Biological, Bio-Chemical, Electro Magnetic, Weapons And Cyber Attack Exclusion clause (01/11/02)
- k. Institute Cyber Attack Exclusion clause 10/11/2003-CI.380
- l. Institute Extended Radioactive Contamination Exclusion clause
- m. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause
- n. Institute Time Clauses Hulls All risk 1/10/83 CI 280
- o. No Overloaded Cargo of Passenger During Period of Insurance
- p. Nominated Average Adjuster; It Is Understood And Agreed That Average Adjuster Shall Be Prior Approved By Both The Insured And Insurer
- q. Nominated Marine Surveyor, It Is Understood And Agreed That Marine Surveyor Shall Be Prior Approved By Both The Insured And Insurer
- r. Parts Removed clause
- s. Payment On Account Clause (Must Be Recommended By Adjuster With Max 25% Of Propose Claim amount)
- t. Pilots Non-Liability clause – Lsw787
- u. Premium Payment Warranty - 90 Days
- v. Radio And Aids To Navigation clause

- w. Sailing excuse me from Port Authority
- x. Sanction Limitations And Exclusion clause – Lma3100
- y. Seepage And Pollution Exclusion (01.01.89)
- z. Settlement Of Claims Will Be Completed Within 30 Days After The Accepted Adjustment Has Been Issued By Average Adjusters And Claim Amount Accepted By Underwriter
 - aa. Subjectivity
 - bb. Terrorism Exclusion clause
 - cc. Warranted The Vessel Must Be Seaworthiness Warranty At Time of Accident

Based on results Interview obtained information as following:

“Basic considerations claim is as following:

Submission data Claim according to the data is in the police Already published

- 2. Policy Period is still on active
- 3. Cause Claim guaranteed in the Police
- 4. Application Time Claim
- 5. Payment Status Premium

Based on the above information, can concluded that fifth base consideration claim the confirm that reason arise loss that is as consequence from insured risks, or is guaranteed risk (risk covered). On the contrary when reason loss the is one from policy exclusion (clauses 4,5, 6, & 7 in ICC 1/1/82), then loss / damage incurred no guaranteed by the policy or rejected.

Loss or damage that must happen on time coverage still applies , to that need is known date occur loss / damage the (*date of Loss*) is still in the period of coverage or no . In Insurance Freight Sea, provisions regarding the validity period coverage (*Duration Clause*) is listed in clauses 8 & 9 of ICC 1/1/82.

“Duration Clause” in ICC 1/1/82, gives affirmation that period time coverage start apply since goods lifted for transported from warehouse sender or the place mentioned in the police, taken to harbor delivery arrived at the port destination, lowered and submitted wrong one warehouse what is warehouse allocation, warehouse distribution or Warehouse or Place designated by the Insured and mentioned in the police, in 60 days deadline after demolition final at the port destination (*Port of discharge*).

That thing in accordance with provision Article 1, Law no. 2 of 1992 concerning Insurance Business, which means with insurance or coverage are : " Agreement " Among two party or more, with which party guarantor tie self to insured, with accept premium insurance, for give replacement to insured because loss, damage, or lost expected profit, or not quite enough answer law to party third possible will suffered by the insured, arising from something events that do not sure, or for give something based payment on die or his life someone who is insured ”.

Procedure Claim at PT. Insurance Sinar Mas is as following:

Procedure Claim

1) Obligation Insured

- 1.a) The Insured must notify the Insurer immediately, as soon as it is known that there is loss or damage to the object insured.
- 1.b) The Insured is obliged to take reasonable steps to save, prevent or minimize losses.

- 1.c) Ensuring that all rights to shipping companies or other third parties have been exercised as well as possible.
- 2) Document Claim Support
Document supporter claim is accompanying documents support claims that arise good seen from proof happening loss nor about related requirements with transportation and commerce insured items including supporting documents big score loss.
- As for the documents supporter claim Insurance Freight Goods through sea are:
- a) invoices.
Documents containing quantity, type goods and prices goods on object coverage that will sent.
 - b) Packing List.
Documents that explain details barang per crate / per kolli.
 - c) Certificate of Packing.
Requirements adequate packaging (sufficient packing) goods already determined the standard that aims for protect safety goods in the normal transport process called Seaworthy Packing.
Who issued this certificate of packing is company Professionals who have knowing method wrapping for every goods in accordance with properties and characteristics packaged goods.
 - d) Bill of Loading (B/L)
For knowing is something goods has loaded in ship , thing this could is known from the Bill of Lading,
Function of B/L are:
 - d.1) Proof of acceptance goods on ship (Receipt Cargo on Board)
 - d.2) Proof of contract transportation (Contract of Affreightment).
 - d.3) Can used as claim recovery from company voyage.
 - e) Certificate of Origin.
Something document explaining country of origin of the goods concerned.
 - f) Proof of Deficiency.
Proof of deficiency this in transport sea usually called with term
 - f.1) "Notice of Shortage" (NoS) or
 - f.2) "Certificate of Non Delivery" (CoD) or
 - f.3) "Except Bewijs" (EB)
 Example: In B/L it says that goods sent 100 kolli, when handed over at the port destination it turns out only 85 kolli. For less stuff as much as 15 kolli, for that made proof shortage by the carrier.
 - g) Damage Proof.
Damage proof this is something statement from company transport the sea that explains that the delivered goods experience damage.
Damage proof this usually called: "Cargo Damage Report" (CDR) or "Damage Cargo List" (DCL) or "Claims Contatering Bewijs" (CCB).
 - h) Survey Report (by Marine Independent Surveyor (MIS))
Is letter proof on deficiency or damage on insured items, letters this can just issued by a Marine Independent Surveyor (MIS), such as Lloyds Agent; Marine Cargo Inspection (MCI) or International Marine Recoveries (IMR) etc.
 - i) Report Truth Examination (LPK).

In accordance with provision Inpress No. 4 of 1985 concerning the assignment of SGS to conduct a survey on Indonesian imported goods, then SGS issues Report Truth Inspection to imported goods which include quantity, price, fees / costs transport of goods that.

j) General Average Declaration.

Is General Average declaration issued by the Master / Shipping Company to the Average Adjuster in Thing occurrence of the General Average

k) Notification crash ship.

Is letter notification existence crash boat from the Shipping Company that transports goods in Thing happening case crash ship.

l) Original Police.

Is something proof written existence coverage on transport items that have experienced loss or damage or lost that.

Moment insured file a claim, then guarantor will researching completeness claim documents, while for type loss and below not quite enough answer who loss that occur could is known guarantor through *survey report document* (Baehaki, 2019). After documents complete claim support, then calculation change make a loss that could done, fine by the guarantor alone nor with insurance adjuster services (especially in the matter of the claim enough complicated the calculation and in large amount). Adjusters are neutral and composed from energies expert in claims calculation. Sufficient investigation by the insurer To use fulfilling a marine cargo insurance claim is a action caution guarantor consequence often found fraudulent claim practice.

CONCLUSION

Condition coverage in Marine Cargo Insurance guaranteed by PT. Insurance Sinar Mas serves 3 (three) conditions coverage. Election condition by the insured influence quantity premium must paid as well as breadth guarantee the danger posed by the insurer. So that the consequences is condition of the policy purchased in accordance the dangers that can guaranteed that 's what can submitted accompanied completeness document claim.

Completion process claim marine cargo insurance by PT Asuransi Sinar Mas begins with report claim insured, continued with insured complete requested document party guarantor, submit documents claim to party guarantor to claim quick processed, insurer accept document claim and more conduct a preliminary survey, and finally decision claim. Form not quite enough the answer given by PT Asuransi Sinar Mas in solution claim insurance transport goods through sea that is respond claim from insured, do study claim, conduct a preliminary survey, carry out analysis introduction, pointing Independent Surveyor/Loss Adjuster/Average Adjuster (if required), decision claim received or rejected. By general if Claims filed insured guaranteed in the police still valid and appropriate with KUHD provisions and laws insurance so party guarantor will give change loss to the insured in accordance deal.

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