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Reciprocal Breaches and Regulatory Compliance in Islamic Life Insurance Disputes

Syarif Hidayatullah[1], Sofiah Khoerunnisa[1], Muhammad Aliff Muqri Bin Kamal[2], Fauzi Akmal[2]
[1]Institut Ilmu Al-Qur'an (IIQ) Jakarta, Indonesia
[2]UCYP University, Malaysia
syarifhidayatullah@iiq.ac.id*

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Abstract

Increasing consumer complaints in Indonesia's financial services sector reflect persistent disputes in the Islamic life insurance industry. This article examines reciprocal breaches and regulatory compliance in an Islamic life insurance claim dispute adjudicated in Decision No. 508/Pdt.G/2025/PA.JS. It analyzes the court's legal reasoning and assesses its conformity with Financial Services Authority Regulation No. 22 of 2023 and Financial Services Authority Regulation No. 36 of 2024. Using a qualitative case-study design, the article combines normative and empirical juridical approaches through the examination of court decisions, policy documents, regulations, and interviews with judges and company representatives. Findings show that the court applied corrective justice to address reciprocal breaches committed by both parties, namely the participant's misrepresentation of income and the insurer's delay in claim settlement for more than two years. Although the re-underwriting process produced a claim value of IDR 68,571,428, the court awarded compensation of IDR 80,000,000 based on the highest settlement offer accepted by the parties. The dispute resolution process was not fully compliant with regulatory requirements during the pre-litigation stage, although post-judgment payment satisfied the prescribed regulatory timeframe. These findings highlight the need to strengthen regulatory compliance and consumer protection in Islamic life insurance disputes.

INTRODUCTION

Consumer complaints in Indonesia indicate that consumer protection norms have not yet been fully translated into effective practice. The National Consumer Protection Agency (Badan Perlindungan Konsumen Nasional) recorded 1,733 complaints across various sectors in 2024, with potential consumer losses reaching IDR 424 billion, while recovered losses amounted to only IDR 44.8 billion (Elyani et al., 2026). During the same period, Indonesia's insurance industry grew by approximately 8.2% compared to the previous year (AAJI, 2025). This growth has

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expanded legal relationships between insurers and policyholders, while simultaneously increasing the potential for disputes when contractual obligations are not fulfilled. In this context, claim disputes serve as an important indicator for evaluating the effectiveness of consumer protection and the extent of insurers' compliance with contractual and regulatory obligations.

Previous studies have shown that insurance claim disputes are commonly triggered by delayed claim payments, claim denials, inadequate product disclosure, requests for documents beyond those stipulated in the policy, and misrepresentations made by applicants during the underwriting process (Ho et al., 2024). Westin-Hardy, (2020) found that unreasonable delays in claim settlement may constitute a breach of contract, thereby giving rise to legal liability on the part of the insurer. Within Islamic insurance (*takaful*), these issues are further complicated by the fact that legal relations are not governed solely by contractual principles but also by Islamic values such as trustworthiness (*amānah*), honesty, justice, and mutual assistance (*taʿāwun*). Gupta & Jha, (2024) argues that contractual transparency and adequate disclosure are essential to preventing disputes, while Ercanbrack & Ali, (2024) demonstrates that most Islamic economic disputes stem from divergent interpretations of contractual arrangements and failures to perform contractual obligations.

The significance of this issue has grown in parallel with the development of Indonesia's regulatory framework for consumer protection and insurance governance. Article 31(4) of Law Number 40 of 2014 on Insurance, as amended by Law Number 4 of 2023 on Financial Sector Development and Strengthening, prohibits insurance companies from engaging in practices that delay claim settlement or payment. Subsequently, the Financial Services Authority (*Otoritas Jasa Keuangan*) enacted Financial Services Authority Regulation Number 22 of 2023 concerning Consumer and Public Protection in the Financial Services Sector and Financial Services Authority Regulation Number 36 of 2024 amending Financial Services Authority Regulation Number 69/POJK.05/2016 concerning the operation of insurance and reinsurance companies.

Around the same period, Constitutional Court Decision Number 83/PUU-XXII/2024 redefined the interpretation of Article 251 of the Indonesian Commercial Code by affirming that insurance coverage may not be unilaterally cancelled by the insurer but must instead be based on mutual agreement or a court decision. These regulatory developments place consumer protection and corporate compliance at the center of insurance claim dispute resolution.

Against this backdrop, the dispute between the heirs of an Islamic life insurance participant and Prudential Sharia Life Assurance, adjudicated in Decision Number 508/Pdt.G/2025/PA.JS, presents a particularly compelling case. The dispute arose after the policyholder of the PRUlink Syariah Generasi Baru product passed away approximately four months after the policy became effective. The heirs submitted a claim in January 2023; however, the insurer failed to issue a formal written decision and instead requested additional documents not stipulated in the policy terms. After the first lawsuit was dismissed as premature, the heirs filed a subsequent claim in 2025 seeking compensation of IDR 2.4 billion. The South Jakarta Religious Court ultimately granted the claim in part and awarded compensation of IDR 80,000,000.

This case differs from most insurance claim disputes because the court identified breaches committed by both parties. On the one hand, the participant provided inaccurate information regarding income in the insurance application form. On the other hand, the insurer delayed the claim settlement process for more than two years without issuing a written decision and failed to respond to formal demand letters submitted by the heirs. Such circumstances may be characterized as *reciprocal breaches*, where each party contributes to the emergence of the dispute. Consequently,

the court could not simply adopt a conventional winner-takes-all approach but was required to determine a proportionate adjustment of the parties' rights and obligations.

Insurance and Islamic insurance claim disputes have attracted considerable scholarly attention. Tong et al., (2024) demonstrates that successful litigation largely depends on each party's ability to establish good faith. Kholis, (2025) conclude that consumer protection in Islamic insurance is normatively adequate, although more detailed regulations governing claims procedures remain necessary. Sulong & Siahaan, (2026) finds that unilateral policy cancellation is inconsistent with the principles of participant protection in Islamic insurance. Hafizd et al., (2026) argues that judicial reasoning in Islamic insurance disputes has not fully integrated fatwas of the National Sharia Council-Indonesian Council of Ulama and Financial Services Authority regulations into legal analysis. Setya & Adam, (2026) further contend that Constitutional Court Decision Number 83/PUU-XXII/2024 strengthens policyholder protection by limiting insurers' authority to cancel coverage unilaterally. These findings complement earlier studies on policy transparency, the doctrine of *utmost good faith*, breach of contract, and consumer protection in insurance contracts (Brand, 2023; Chen, 2019).

Despite these contributions, several research gaps remain. First, previous studies generally focus on breaches committed by only one party, either the insured or the insurer. Second, limited attention has been given to how courts construct a fair balance of rights and obligations when both parties simultaneously violate the insurance contract. Third, existing scholarship on Islamic insurance disputes rarely examines judicial reasoning and rulings through the lens of the consumer protection and claim governance framework established by Financial Services Authority Regulation Number 22 of 2023 and Financial Services Authority Regulation Number 36 of 2024.

Accordingly, the novelty of this article lies in its application of the concept of reciprocal breaches as an analytical framework for explaining how judges recalibrate the rights and obligations of disputing parties in Islamic life insurance claim disputes where both parties are found to have committed contractual violations. In addition, the article provides a normative assessment of judicial compliance with contemporary consumer protection and insurance governance regulations.

This article seeks to examine the legal reasoning employed by judges in resolving an Islamic life insurance claim dispute involving reciprocal breaches, while also assessing the extent to which the court's reasoning and ruling comply with the prevailing framework of consumer protection and Islamic insurance claim governance in Indonesia.

The findings are expected to contribute theoretically to the development of corrective justice in the resolution of Islamic economic disputes involving mutual contractual violations. Practically, they may provide guidance for judges, regulators, and Islamic insurance companies in strengthening dispute resolution standards that are more equitable, transparent, accountable, and oriented toward consumer protection.

METHODS

This article employs a qualitative research method with a case study design to examine judicial reasoning and regulatory compliance in an Islamic life insurance claim dispute adjudicated under Decision No. 508/Pdt.G/2025/PA.JS. The study integrates normative and empirical juridical approaches. The normative approach is used to analyze legislation, court decisions, legal doctrines, and fatwas relevant to the dispute, while the empirical approach provides insights into the practical application of legal norms through interviews with key informants. A case study design was

selected because it enables an in-depth investigation of complex legal phenomena within their real-life context, particularly when a dispute involves contractual breaches committed by both parties (Creswell & Poth, 2018; Musjab, 2024; Yin, 2018). Accordingly, this methodological framework is appropriate for exploring the relationship between judicial reasoning, reciprocal breaches, and regulatory compliance, which constitute the core focus of this article.

Research Type and Approach

This study is a qualitative legal inquiry employing a case study design. The normative juridical component utilizes statutory, case, and conceptual approaches (Azzahra & Sinilele, 2024; Harahap & Sativa, 2025). These approaches are applied to examine Decision No. 508/Pdt.G/2025/PA.JS, the Indonesian Civil Code, the Indonesian Commercial Code, insurance legislation, Financial Services Authority Regulation No. 22 of 2023, Financial Services Authority Regulation No. 36 of 2024, Constitutional Court Decision No. 83/PUU-XXII/2024, and relevant fatwas issued by the National Sharia Council of the Indonesian Council of Ulama. The empirical juridical approach complements this analysis by investigating how these legal norms are interpreted and implemented in practice (Marzuki, 2017; Moleong, 2021; Ramadhani, 2024). The combination of normative and empirical approaches is particularly suitable because the study seeks not only to assess legal conformity but also to understand the practical considerations underlying dispute resolution.

Data Sources

The study relies on both primary and secondary data sources. Primary data were obtained through semi-structured interviews with a judge of the South Jakarta Religious Court who was involved in the adjudication of the case and a representative of Prudential Sharia Life Assurance with knowledge of the claim-handling process. Secondary data consist of court decisions, insurance policy documents, statutory regulations, Constitutional Court decisions, fatwas of the National Sharia Council, scholarly books, peer-reviewed journal articles, and other relevant documents (Sugiyono, 2023). The use of both primary and secondary sources facilitates cross-verification between legal norms and their practical implementation, thereby strengthening the comprehensiveness of the analysis.

Instruments

In qualitative research, the researcher serves as the primary instrument responsible for data collection, interpretation, and analysis (Creswell & Poth, 2018; Engkizar et al., 2026; Eriyanti et al., 2020; Moleong, 2021; Sari et al., 2025). To support this process, several auxiliary instruments were employed, including semi-structured interview guidelines, document review sheets, regulatory analysis matrices, and field-note templates. The interview guidelines were developed based on the study's focus on reciprocal breaches, judicial reasoning, and regulatory compliance, while the document review sheets facilitated the systematic identification of relevant legal facts and normative standards. These instruments ensured a structured and focused data collection process capable of generating information directly relevant to the research objectives.

Data Collection Techniques

Data were collected through document analysis and semi-structured interviews. Document analysis was conducted on court decisions, insurance policies, statutory regulations, fatwas, and academic literature related to Islamic insurance claim disputes. This technique enabled the identification of legal reasoning patterns, regulatory obligations, and contractual provisions relevant to the case (Bowen, 2009). Semi-structured interviews were conducted to obtain clarification regarding judicial considerations, litigation processes, and claim-handling practices from the perspectives of the informants. The combination of these methods was considered appropriate because it allowed the simultaneous collection of normative and

empirical data, thereby providing a more comprehensive understanding of the dispute.

Analytical Tools

The study employed several analytical tools, including a case chronology table, a matrix for identifying contractual breaches, and a regulatory compliance matrix. The chronology table was used to reconstruct the sequence of events from policy issuance to the implementation of the court decision. The breach identification matrix facilitated comparisons between contractual obligations and factual findings established during litigation. Meanwhile, the compliance matrix was used to assess the degree of conformity between the court's reasoning and the requirements of Financial Services Authority Regulation No. 22 of 2023 and Financial Services Authority Regulation No. 36 of 2024. These analytical tools enabled complex data to be organized systematically and examined with greater precision.

Data Analysis Technique

Data were analyzed using the interactive model developed by Miles, (2015), which consists of data condensation, data display, and conclusion drawing and verification. During the data condensation stage, information obtained from documents and interviews was selected, categorized, and focused according to the research objectives. The data display stage involved presenting findings through narrative descriptions, chronology tables, and analytical matrices. Finally, conclusions were drawn through the interpretation of emerging patterns and continuously verified by comparing normative and empirical evidence. This analytical framework was chosen because it facilitates an in-depth examination of legal phenomena while ensuring consistency between documentary findings, interview data, and legal interpretation.

Data Validity

The trustworthiness of the data was ensured through source triangulation and methodological triangulation (Creswell & Poth, 2018). Source triangulation was conducted by comparing information derived from court decisions, regulations, insurance policy documents, and interview transcripts. Methodological triangulation involved comparing findings obtained through document analysis and interviews. In addition, limited member checking was undertaken to confirm the accuracy of interview-based information. These validation procedures were deemed appropriate because the study combines normative and empirical data, both of which require cross-verification to ensure credibility, dependability, and confirmability of the research findings.

RESULT AND DISCUSSION

This case involves the participant's heirs as Plaintiffs and PT Prudential Sharia Life Assurance as Defendant. The Plaintiffs allege that the Defendant breached its contractual obligations by leaving the claim pending without a decision to accept or reject it, and by requiring documents not listed in the policy. On the other hand, the trial revealed findings from an investigation that the policyholder's income data in the Life Insurance Application Form was incorrect.

Table 1. Chronology of the Claim Dispute

Time	Event	Source
2022 (exact date not specified)	Issuance of the PRUlink Syariah The New Generation policy; in the Life Insurance Application Form, the participant declared a monthly income of IDR 25,000,000–50,000,000	PA Jakarta Selatan (2025)

Time	Event	Source
Before January 2023	The participant passed away when the policy had been in force for approximately four months (early claim)	PA Jakarta Selatan (2025)
January 2023	The beneficiary submitted a death benefit claim	PA Jakarta Selatan (2025)
28 May 2023	Claim investigation report: the participant's actual occupation was plantation laborer with an income of approximately IDR 3,500,000 per month	PA Jakarta Selatan (2025)
5 June 2023	Defendant's letter requesting a land certificate and land ownership deed, which were not listed in the policy	PA Jakarta Selatan (2025)
2023–2025	The claim was not decided in writing; two demand letters (*somasi*) from the Plaintiff received no response	PA Jakarta Selatan (2025)
22 December 2023	Financial Services Authority Regulation (POJK) No. 22 of 2023 came into effect	OJK (2023)
2024	Lawsuit No. 2412/Pdt.G/2024/PA.JS was deemed premature	PA Jakarta Selatan (2025)
3 January 2025	Constitutional Court Decision No. 83/PUU-XXII/2024 concerning Article 251 of the Indonesian Commercial Code	Public Relations Bureau of the Constitutional Court of the Republic of Indonesia (MKRI) (2025)
March 2025	Lawsuit No. 508/Pdt.G/2025/PA.JS was filed, claiming death benefits of IDR 2.4 billion	AAJI (2025)
June 2025	POJK No. 36 of 2024 came into effect (six months after its promulgation on 23 December 2024)	OJK (2024)
Late August 2025	Judgment: the claim was partially granted; compensation awarded amounted to IDR 80,000,000	PA Jakarta Selatan (2025)
After the judgment became final and legally binding	Compensation to be paid within less than 30 days	(Khoerunnisa, 2026)

Table 1 highlights a fact that is often overlooked in the narrative surrounding this case. The investigation report on the claim was completed on May 28, 2023 approximately four months after the claim was filed. At that point, the Defendant already possessed the essential information needed to make a decision on the claim. The requests for the certificate and land deed were actually submitted afterward, on June 5, 2023, and were not followed by a written decision for nearly two years. This

time span serves as the starting point for the analysis in the following two subsections.

The Court's Rationale Regarding Reciprocal Violations

The panel's reasoning can be broken down into three steps: assessing the participant's violation, assessing the company's violation, and then adjusting the benefit amount. In the first step, the panel assessed the discrepancy between the income stated in the Life Insurance Application namely, between IDR 25,000,000 and IDR 50,000,000 per month and the actual income of approximately IDR 3,500,000 per month as a breach of good faith. This discrepancy ranged from seven to fourteen times the actual amount. The panel referred to Article 1338 of the Civil Code and Article 251 of the Commercial Code, and classified the act, from the perspective of Islamic economic law, as *tadlīs*, which vitiates the parties' intent (South Jakarta Religious Court, 2025).

The conclusion that the party violated good faith can be upheld. However, the legal basis must be carefully examined. The inaccuracy of the income data occurred during the formation of the agreement; therefore, the issue is more appropriately analyzed under Article 251 of the Commercial Code and the provisions on defects of consent in the Civil Code rather than under Article 1338(3), which governs the performance of the agreement. This distinction is not merely technical. The framework of defects of consent places the legal consequence on the validity of the contract that is, it can be rescinded by a judge. The framework of performance places it on how the parties fulfill their obligations. Following Constitutional Court Decision No. 83/PUU-XXII/2024, the rescission of insurance coverage due to inaccurate information must be based on an agreement between the parties pursuant to a court ruling. In this case, however, the panel did not void the insurance policy but instead upheld it with a corrected value. This step is in line with the spirit of the Constitutional Court's decision, as the correction was made by the court and not unilaterally by the insurer.

Under the British comparative model, intentional misrepresentation entitles the insurer to rescind the contract and deny all claims, whereas a proportional reduction is provided for misrepresentation due to lack of due care (United Kingdom, 2012: Sch. 1 paras. 2, 6–8). If the court truly assesses the participant's actions as intentional fraud, a reduction in benefits is a more lenient option than the consequences that the qualification itself might entail. However, the Defendant instead offered a settlement in the form of a lump-sum payment. This stance can be interpreted as a choice to continue the contract with an adjusted value, making the judge's adjustment of the value a logical consequence of the choice made by the defrauded party.

There is also an aspect of the participants' violations that was not examined in the ruling, namely the role of agents in filling out the Life Insurance Application Form. A company spokesperson acknowledged that some marketing agents prioritize commissions over explaining the rights and obligations of prospective customers in detail (Interview with PRUSpirit Spokesperson, April 14, 2026). This admission does not prove that agents were involved in filling out income data in this case, and this article does not draw that conclusion. However, the admission is normatively relevant. Article 10(1) of Financial Services Authority Regulation No. 22 of 2023 requires Financial Services Business Entities to be liable for consumer losses caused by errors, negligence, and acts contrary to regulations, while Financial Services Business Entities may be exempted if they can prove consumer involvement or fault (OJK, FAQ 4). On the other hand, Fatwa No. 139/DSN-MUI/VIII/2021 of the National Sharia Council of the Indonesian Ulema Council on the Marketing of Insurance Products Based on Sharia Principles positions marketing as part of a company's sharia responsibilities (DSN-MUI, 2021).

In the second step, the court found the Defendant in breach of contract under Article 1243 of the Civil Code. The Defendant was deemed to have been in a state of default (*verzuim*) for allowing the claim process to remain pending for more than two years and for requiring a land certificate not listed in the policy, despite a re-investigation (South Jakarta Religious Court, 2025). The Plaintiff's two formal notices, which went unanswered, satisfied the elements of a finding of negligence under Article 1238 of the Civil Code. This reasoning is strong and can be further reinforced by the chronology in Table 1. A company's right to investigate the accuracy of participant data is a legitimate right. Financial Services Authority Regulation No. 22 of 2023 even reaffirms the right of Financial Services Business Entities to ensure consumers' good faith. However, that right was already exercised and resulted in findings in May 2023. Once the findings were obtained, the only legally available options were to pay benefits on a pro-rata basis, reject the claim in writing with justification, or pursue cancellation through legal channels.

The third step is the adjustment of the benefit amount. Based on expert testimony, if the policyholder had disclosed his actual income, the maximum benefit he could have received would have been IDR 342,857,142. Since the death occurred when the policy was only four months old, the policy provisions regarding early claims limit the benefit entitlement to 20 percent of that maximum amount, or IDR 68,571,428. Throughout the trial, Prudential Syariah offered a settlement of IDR 80,000,000, and it was this figure that the judge ultimately deemed the fairest compromise more favorable to the heirs than the outcome of a pure re-underwriting. (South Jakarta Religious Court, 2025).

Table 2. Components of Benefit Value Adjustment

Component	Value	Description
Claimed Sum Assured	IDR 2,400,000,000	Determined based on the income data stated in the Life Insurance Application Form
Initial Claim Entitlement if the Application Data Were Accurate (20%)	IDR 480,000,000	Author's calculation based on the early claim clause applied by the panel of judges
Maximum Benefit Based on Actual Income	IDR 342,857,142	According to expert testimony; arithmetically equivalent to one-seventh of the sum assured; the formula was not explained
Initial Claim Entitlement Based on Actual Income (20%)	IDR 68,571,428	Result of the re-underwriting process
Defendant's Highest Settlement Offer	IDR 80,000,000	Presented during mediation according to the research data
Compensation Awarded in the Judgment	IDR 80,000,000	Equivalent to 3.33% of the claimed amount and 116.7% of the re-underwriting result
Difference Between the Award and the Re-underwriting Result	IDR 11,428,572	The correlating basis for this difference was not articulated in the court's reasoning

Table 2 shows that the value adjustment is based on two factors of different nature. The first factor the adjustment from IDR 2.4 billion to IDR 342,857,142 is due to inaccuracies in the policyholder's data. The second factor the 20 percent cap is

due to an early claim provision in the policy that would apply even if the policyholder's data were accurate. This distinction is important. Even if the income data in the Life Insurance Application Form were accurate, the early claim clause would still limit the beneficiaries' entitlement to 20 percent of IDR 2.4 billion, or IDR 480,000,000. The claim for IDR 2.4 billion thus exceeds the Plaintiff's contractual entitlement not only because of the policyholder's dishonesty but also because it disregards the early claim clause. The policyholder's own dishonesty explains the reduction from IDR 480,000,000 to IDR 68,571,428; therefore, the claim that the benefit decreased from IDR 2.4 billion due to data manipulation needs to be corrected. The Court applied the early claim clause as a binding part of the policy. The available data does not indicate whether this clause was examined from the perspective of transparency specifically, whether the policyholder received an adequate explanation regarding benefit limitations during the policy's initial period. This type of testing is relevant because benefit limitation clauses are part of the product information that must be clearly disclosed to policyholders.

The more fundamental issue lies in the final figure. The IDR 80,000,000 compensation is not the result of a re-underwriting calculation but is identical to the Defendant's highest settlement offer. According to research data, the Defendant made that offer during mediation, and that amount subsequently became the compensation amount chosen by the Plaintiff (Khoerunnisa, 2026).

The final issue concerns the structure of the contract. In Sharia life insurance, benefits for the risk of death are paid from the *tabarru'* fund, which consists of collective donations from policyholders, while the company acts as the manager on the basis of *wakālah* bil ujrah. The amount of IDR 68,571,428 is a liability that is conceptually attached to the *tabarru'* fund, as this is the value the fund would cover had the contract been formed with accurate data. Any amount exceeding that figure, to the extent it is intended to compensate for the consequences of claim withholding, stems from the manager's breach of contract, not from the risk shared by the participants. Fatwa No. 52/DSN-MUI/III/2006 of the National Sharia Council of the Indonesian Ulema Council affirms that an agent acts in a fiduciary capacity and does not bear losses except due to negligence or breach of contract. This fatwa indicates that the burden of the manager's negligence should be borne by the company's funds, not by donations from other participants. A ruling that fails to distinguish between these two components risks shifting the consequences of the manager's negligence onto the collective fund a move that directly contradicts the principle of *lā ḍarar wa lā ḍirār*, upon which the decision is based. This distinction also cannot be simply resolved by labeling it as compensation (*ta'wīḍ*).

Fatwa No. 43/DSN-MUI/VIII/2004 of the National Sharia Council of the Indonesian Ulema Council limits *ta'wīḍ* to actual losses that can be clearly quantified, such as the actual costs of enforcing a right, and does not include lost opportunities; it defines the scope of the contract that give rise to debts and credits as falling within its scope (DSN-MUI, 2004). If the difference in compensation is to be justified as *ta'wīḍ*, the judge must demonstrate the actual costs incurred by the Plaintiff such as the costs of a formal demand letter and two lawsuits and explain the application of this fatwa to a *wakālah* relationship. Santosa, (2025) raised a similar criticism regarding the application of a 5 percent monthly penalty in Decision No. 2207/Pdt.G/2023/PA.JB, suggesting that this issue appears to be a pattern in rulings on sharia insurance disputes rather than a peculiarity of a single case.

Thus, the judges' reasoning in this case can be described as corrective justice. The panel was correct to reject the two extremes either dismissing the entire claim due to the participant's dishonesty, or granting IDR 2.4 billion as if to condone the manipulated data in the Life Insurance Application Form. Both approaches would have caused harm both to the heirs, whose fundamental rights remain intact, and to

other participants, whose funds would have to bear the burden of benefits that were never accounted for. However, corrective justice requires a measure that can be traced.

Consistency of the Ruling with Financial Services Authority Regulation No. 22 of 2023 and Financial Services Authority Regulation No. 36 of 2024

Assessing compliance with Financial Services Authority regulations must begin with a temporal question that is often overlooked in analyses of court decisions: which regulations were in effect when the act under review occurred. This question determines whether a provision functions as a binding norm or merely as an evaluative benchmark.

Table 3. Stages of Dispute and Applicable Regulations

Stage	Time	Governing Legal Framework	Status of Financial Services Authority Regulation No. 22/2023 and No. 36/2024
Completion of the Life Insurance Application Form (SPAJ) and Policy Issuance	2022	Article 251 of the Indonesian Commercial Code; insurance policy agreement; Financial Services Authority Regulation No. 6/POJK.07/2022	Neither regulation was yet in force; both serve only as evaluative benchmarks
Claim Submission, Investigation, and Document Requests	January–June 2023	Article 31 of the Insurance Law; Financial Services Authority Regulation No. 69/POJK.05/2016; Financial Services Authority Regulation No. 6/POJK.07/2022	Neither regulation was yet in force; both serve only as evaluative benchmarks
Continued Claim Suspension and Demand Letters (*Somasi*)	22 December 2023 – March 2025	Article 31 of the Insurance Law; OJK Regulation No. 69/POJK.05/2016; Financial Services Authority Regulation No. 22/2023	Financial Services Authority Regulation No. 22/2023 was legally binding; Financial Services Authority Regulation No. 36/2024 served as an evaluative benchmark
Court Proceedings and Judgment	March–August 2025	Indonesian Civil Code (*KUHPerdata*); Indonesian Commercial Code (KUHD) as interpreted following Constitutional Court Decision No. 83/PUU-XXII/2024; Supreme Court Regulation (*Perma*) No. 1 of 2016	Financial Services Authority Regulation No. 22/2023 is binding; Financial Services Authority Regulation No. 36/2024 takes effect in June 2025

Stage	Time	Governing Legal Framework	Status of Financial Services Authority Regulation No. 22/2023 and No. 36/2024
Post-Judgment Payment	After the judgment became final and legally binding	Article 40, paragraph (3) of Financial Services Authority Regulation No. 36/2024	Both regulations were legally binding

This assessment has three implications. First, the completion of the Life Insurance Application Form filing of the claim occurred before Financial Services Authority Regulation No. 22 of 2023 took effect. The participants' obligation to provide accurate information at that time stemmed from Article 251 of the Commercial Code and the insurance policy agreement, whereas Article 92(3) of Financial Services Authority Regulation No. 22 of 2023 can only be used as a point of comparison to demonstrate the continuity of legal norms. Second, the withholding of claims is a situation that continued beyond December 22, 2023. Therefore, from that date until the lawsuit was filed, the Defendant's conduct was directly subject to Financial Services Authority Regulation No. 22 of 2023.

Third, Financial Services Authority Regulation No. 36 of 2024 will not take effect until around June 23, 2025, after Lawsuit No. 508/Pdt.G/2025/PA.JS is filed. For the pre-litigation stage, the binding provisions are Article 31(4) of the Insurance Law, as amended by the P2SK Law, and Financial Services Authority Regulation No. 69/POJK.05/2016 in its pre-amendment form. Financial Services Authority Regulation No. 36 of 2024 is directly binding only during the post-judgment payment phase. The prohibition on delaying claims in Article 37(1) of Financial Services Authority Regulation No. 36 of 2024 itself reiterates the wording of the law.

Table 4. Matrix of Compliance with Financial Services Authority Regulation No. 22/2023 and Financial Services Authority Regulation No. 36/2024

Provision	Substance	Case Facts	Assessment
Financial Services Authority Regulation No. 22/2023, Article 3, paragraph (2), subparagraphs (b), (c), and (e)	Transparency of information; fair treatment; effective and efficient complaint handling	The claim was left without a written decision; two demand letters (*somasi*) received no response	Non-compliant since 22 December 2023
Financial Services Authority Regulation No. 22/2023, Article 53, paragraph (1)	Obligation to serve consumers properly in accordance with applicable regulations	Document requirements outside those stipulated in the policy were maintained	Non-compliant
Complaint follow-up within 10 business days (FAQ 21)	Time limit for complaint resolution	Demand letters (*somasi*) were not responded to	Non-compliant, if the demand letters are treated as consumer complaints

Provision	Substance	Case Facts	Assessment
Financial Services Authority Regulation No. 22/2023, Articles 6 and 7(1)	Right of the Financial Services Business Actor to verify the consumer's good faith	Investigation was completed on 28 May 2023	Investigation was compliant; the prolonged claim suspension was not
Financial Services Authority Regulation No. 22/2023, Article 10	Responsibility of the PUJK; exemption where consumer misconduct is proven	Benefit value was adjusted because the participant's information was inaccurate	Consistent with the adjustment, although the provision was not expressly cited
Financial Services Authority Regulation No. 22/2023, Article 92, paragraph (3), subparagraphs (c) and (d)	Consumer obligation to act in good faith and provide accurate information	Declared income was 7-14 times higher than actual income	Violated by the participant (used as an evaluative benchmark; conduct occurred before the regulation came into force)
Financial Services Authority Regulation No. 36/2024, Article 37, paragraph (1)	Prohibition against delaying claim settlement	The claim was withheld for more than two years	Non-compliant (the substantive obligation is binding through the Insurance Law)
Financial Services Authority Regulation No. 36/2024, Article 40, paragraph (1)	Payment within 30 days after agreement or certainty of the claim amount	No agreement was reached and the amount remained disputed	Not triggered
Financial Services Authority Regulation No. 36/2024, Article 40, paragraph (2)	Payment within 30 days following a decision by an alternative dispute resolution institution	No alternative dispute resolution mechanism was pursued	Not applicable
Financial Services Authority Regulation No. 36/2024, Article 40, paragraph (3)	Payment within 30 days after a final and binding court judgment	Compensation was paid in less than 30 days	Compliant

Provision	Substance	Case Facts	Assessment
Financial Services Authority Regulation No. 36/2024, Article 77	Administrative sanctions	No data regarding supervisory or enforcement measures	Cannot be assessed

Under Financial Services Authority Regulation No. 22 of 2023, the Defendant's conduct since December 22, 2023, has been inconsistent with at least three principles set forth in Article 3(2), namely openness and transparency of information, fair treatment and responsible business conduct, and effective and efficient complaint handling and dispute resolution. Claims that are not decided in writing leave heirs unaware of the status of their rights and the grounds on which they could contest them. This also violates the obligation under Article 53(1) to serve consumers properly in accordance with applicable laws and regulations. Regarding complaint handling, the Financial Services Authority explains that Financial Services Providers are required to follow up on and resolve complaints within a maximum of 10 business days from the receipt of complete documentation, with a 10-business-day extension under certain conditions (OJK Regulation). If the Plaintiff's demand letters are treated as complaints, the failure to respond to the two demand letters clearly exceeds that time limit. This classification must be stated with caution, as a demand letter is a civil law instrument, whereas complaints have their own designated channels. Nevertheless, the substance is the same: both are written demands from consumers awaiting a response.

At the same time, Financial Services Authority Regulation No. 22 of 2023 does not only protect consumers. Articles 6 and 7(1) recognize the right of Financial Services Providers to protection from consumers acting in bad faith and the right to ensure consumers act in good faith. Within this framework, the Defendant's investigation of participant data is an action consistent with the regulations. What is not in accordance with the regulations is the length of the suspension following the completion of the investigation. The provision regarding the exemption from liability for Financial Services Business Entities if losses are caused by consumer error (OJK, n.d.: FAQ 4) can even be interpreted as a regulatory basis for adjusting benefit values: the portion of the loss stemming from inaccuracies in participant data is not the company's responsibility. Thus, Financial Services Authority Regulation No. 22 of 2023 actually provides a framework that aligns with the court's construction of mutual liability, even though the court did not utilize it.

From the perspective of Financial Services Authority Regulation No. 36 of 2024, Article 40(1) should not be considered a provision that has been violated. That provision requires the payment of claims within the timeframe specified in the policy or no later than 30 days from the date of an agreement or determination regarding the amount of the claim to be paid, whichever is shorter (OJK, 2024: Article 40(1)). In this case, an agreement on the claim amount was never reached, and the claim amount remains in dispute. Therefore, the obligation under this paragraph was not formally triggered. This obligation also only takes effect after a lawsuit is filed. The actual discrepancy lies in the prohibition against delaying claim settlement in Article 37(1) of Financial Services Authority Regulation No. 36 of 2024, the substance of which has been binding from the outset through the prohibition in Article 31 of the Insurance Law, which is now formulated in paragraph (4) following amendments by the P2SK Law. There is also a more pointed observation. The Defendant itself offered Rp80,000,000 as a settlement. Thus, the Defendant has acknowledged at least a portion of the obligation as a right of the heirs. The regulations do not explicitly

require payment of the undisputed portion before the dispute is resolved. However, linking payment of that portion to the waiver of all claims is difficult to reconcile with the principle of fair treatment.

Compliance only became apparent in the post-judgment phase. Research data shows that the Defendant paid compensation of Rp 80,000,000 to the heirs within less than 30 days after the judgment became final and binding (Khoerunnisa, 2026). The relevant provision is Article 40(3), not Article 40(2), because Article 40(2) governs payments based on a ruling by an alternative dispute resolution body. This paragraph mandates payment no later than 30 days after a final and binding decision on the claim has been issued or as otherwise specified in a court decision (OJK, 2024: Article 40(3)). Since the payment occurred after the decision, this information does not come from the text of the decision itself but rather from field research data collection. This compliance is evident, but its significance is limited, as the obligation being fulfilled only arises after the court enforces it.

The status of Article 77 of Financial Services Authority Regulation No. 36 of 2024 also needs to be properly addressed. This article governs administrative sanctions in the form of written warnings, downgrades in soundness ratings, restrictions on business activities, prohibitions on marketing products for certain business lines, and even prohibitions against certain key parties, as well as administrative fines under certain circumstances. Article 77(4) stipulates that if the violation has been rectified, the Financial Services Authority shall impose a written warning that expires automatically (OJK, 2024: Article 77). Financial Services Authority Regulation No. 22 of 2023 also sets forth sanctions for violations of consumer protection principles, including a fine of up to Rp 15,000,000,000 (Article 3, paragraphs (3) and (5)). The research data does not include information on whether or not the Financial Services Authority took supervisory action against the Defendant in this case. The absence of public information regarding sanctions does not equate to the absence of sanctions. Therefore, this article does not conclude that the Financial Services Authority did not impose sanctions. What can be concluded is that the judicial process and the supervisory function proceeded without any apparent connection. The ruling did not refer the findings of procedural violations to the regulator, and there is no data indicating that the regulator acted upon the court's findings.

This pattern is also evident in the dispute resolution process followed. The principle of effective and efficient complaint handling and dispute resolution in Article 3(2)(e) of Financial Services Authority Regulation No. 22 of 2023 presupposes the availability of pre-litigation avenues, namely internal complaint handling by the Financial Services Authority and resolution through alternative dispute resolution institutions in the financial services sector. In this case, the dispute proceeded directly from a demand letter to a lawsuit, and the first lawsuit was declared premature. The available data does not explain the grounds for the prematurity of Case No. 2412/Pdt.G/2024/PA.JS. Therefore, this article does not conclude that the prematurity was caused by the failure to pursue complaint channels or alternative dispute resolution mechanisms. What is worth noting is the consequence: the heirs had to endure two rounds of litigation to obtain rights that the Defendant itself largely acknowledged through a settlement offer. Article 40(2) of Financial Services Authority Regulation No. 36 of 2024 actually indicates that the regulator anticipates resolution through alternative dispute resolution mechanisms, with a payment obligation within 30 days of the institution's decision. That avenue was not utilized in this case.

The next question is why the panel did not apply the Financial Services Authority Regulations. The judge interviewed explained that the panel did not apply the Financial Services Authority Regulations because doing so was deemed not to

pose a problem for the ruling (Interview with a Judge at the South Jakarta Religious Court, January 15, 2026). Formally speaking, this view is understandable. The panel is free to choose the most appropriate legal basis, and breach of contract can be proven solely under the Civil Code. However, this choice entails three analytical shortcomings. First, breach of contract in the ruling is assessed using the general standard of delay, whereas the regulations provide a specific standard regarding the handling of claims that can be incorporated into the substance of the agreement through Article 1339 of the Civil Code. Second, Financial Services Authority Regulation No. 22 of 2023 provides a logic for the allocation of liability that aligns with the concept of reciprocal breach, thereby strengthening the basis for adjusting the value of benefits.

Third, without reference to regulations, the ruling loses its function as a signal to the industry and regulators that the court views the handling of certain claims as a violation of industry standards. Qistiya, (2025) finding that Decision No. 738/Pdt.G/2024/PA.JS also did not cite Financial Services Authority Regulations or fatwas from the National Sharia Council of the Indonesian Ulema Council suggests that this trend may not be limited to a single case. Two cases are not enough to draw a generalization, but they are sufficient to serve as a hypothesis for further research.

The two focuses of this study converge at a single point. The Court resolved the dispute using the Civil Code and the Commercial Code and reached a conclusion that, in substance, aligns with the objectives of both Financial Services Authority regulations namely, to protect consumers from procedural uncertainty while safeguarding participants' funds from data manipulation. However, the path taken did not involve those regulations. The alignment between the court's decision and the Financial Services Authority Regulations in this case is more accurately described as a substantive coincidence rather than the application of regulations. Regarding the effectiveness of the Financial Services Authority Regulations, this finding indicates that consumer protection regulations operate ex post that is, after a dispute has been brought to court and do not yet function ex ante as a standard to prevent disputes. The heirs in this case obtained their rights after approximately two and a half years, two lawsuits, and a litigation process that resulted in costs and uncertainty. All of this could have been prevented had the claim been decided within a reasonable time after the investigation was completed in May 2023.

CONCLUSION

The findings demonstrate that Islamic life insurance claim disputes involving mutual contractual violations cannot be adequately resolved through a conventional winner-takes-all approach. Instead, they require a corrective justice framework that recalibrates the respective rights and obligations of the parties in proportion to their contributions to the dispute. By examining judicial reasoning in a case involving reciprocal misconduct by both the policyholder and the insurer, this study advances the concept of reciprocal breaches as an analytical lens for understanding how courts may achieve substantive fairness in Islamic insurance litigation.

The novelty of this article lies in integrating the analysis of reciprocal breaches with an assessment of compliance with consumer protection and insurance governance regulations. The study further reveals that substantive alignment between judicial outcomes and regulatory objectives does not necessarily indicate that such regulations form part of the court's ratio decidendi. These findings highlight the need for stronger incorporation of regulatory standards into judicial reasoning and greater harmonization between adjudication, consumer protection, and financial sector supervision. Such integration is essential for enhancing legal certainty, fairness, and accountability in the resolution of Islamic life insurance disputes.

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Author contribution
Syarif Hidayatullah: data curation, writing-original draft preparation, **Sofiah Khoerunnisa:** analysis, conceptualization, **Muhammad Aliff Muqri Bin Kamal:** methodology, visualization, **Fauzi Akmal:** editing.

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REFERENCES
AAJI. (2025). Tak Mau Bayar Santunan, Prudential Digugat Ahli Waris. *AAJI Daily News*. https://aaji.or.id/Berita/aaji-daily-news---20-maret-2025

Azzahra, A. W., & Sinilele, A. (2024). Perlindungan Konsumen Pengguna Asuransi Gagal Klaim Berdasarkan Perspektif Hukum Ekonomi Syariah. *El-Iqthisadi Jurnal Hukum Ekonomi Syariah Fakultas Hukum Dan Syariah*, *6*(1), 38–48. https://doi.org/10.24252/el-iqthisady.vi.48972

Bowen, G. A. (2009). Document analysis as a qualitative research method. *Qualitative Research Journal*, *9*(2), 27–40. https://doi.org/10.3316/QRJ0902027

Brand, O. (2023). Contract terms: Judicial approaches to the interpretation of insurance contracts. In *Research Handbook on International Insurance Law and Regulation* (pp. 103–132). Edward Elgar Publishing. https://doi.org/10.4337/9781802205893.00016

Chen, C. (2019). Transparency of the Insurance Contract Law of Singapore. In *AIDA Europe Research Series on Insurance Law and Regulation* (Vol. 2, pp. 633–653). Springer International Publishing. https://doi.org/10.1007/978-3-030-31198-8_26

Creswell, J. W., & Poth, C. N. (2018). *Qualitative inquiry and research design: Choosing among five approaches* (4th ed.). SAGE Publications.

DSN-MUI. (2004). *Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia Nomor*

43/DSN-MUI/VIII/2004 tentang Ganti Rugi (Ta'widh). Jakarta: Dewan Syariah Nasional Majelis Ulama Indonesia.

DSN-MUI. (2021). *Fatwa DSN-MUI Nomor 140/DSN-MUI/VIII/2021*.

Elyani, E., Ramlan, R., & Perdana, S. (2026). Reconstructing Consumer Online Dispute Resolution in Indonesia: Minimum Procedural Standards for Effective and Enforceable Consumer Redress. *Politica: Jurnal Hukum Tata Negara Dan Politik Islam*, *13*(1), 539–568. https://doi.org/10.32505/politica.v13i1.16175

Engkizar, E., Jaafar, A., Hamzah, M. I., Syafril, S., Oktavia, G., Febriani, A., & Albizar, A. (2026). Tartil Method as an Effective Strategy for Transforming Students' Positive Attitudes in Learning the Qur'an. *Journal of Quranic Teaching and Learning*, *2*(1), 50–63. https://doi.org/10.67055/y3htyp95

Ercanbrack, J. G., & Ali, A. (2024). The new legalities of Islamic contractual interpretation: institutional frameworks and the displacement of intention. *International Journal of Islamic and Middle Eastern Finance and Management*, *17*(6), 1196–1212. https://doi.org/10.1108/IMEFM-03-2024-0156

Eriyanti, F., Engkizar, E., Alhadi, Z., Moeis, I., Murniyetti, M., Yulastri, A., & Syafril, S. (2020). The Impact of Government Policies towards the Economy and Education of Fishermen's Children in Padang City. *IOP Conference Series: Earth and Environmental Science*, *469*(1), 12057. https://doi.org/10.1088/1755-1315/469/1/012057

Gupta, P., & Jha, K. N. (2024). Integration of blockchain in contract management for prevention of construction disputes: a systematic literature review and conceptual framework. *International Journal of Construction Management*, *24*(10), 1054–1065. https://doi.org/10.1080/15623599.2023.2274720

Hafizd, J. Z., Arifin, T., Bisri, H., & Jubaedah, D. (2026). Convergence of Sharia Principles in Otoritas Jasa Keuangan (OJK) Indonesia Regulations and Their Impact on National Financial Policy. *Khazanah Sosial*, *8*(1), 55–75. https://doi.org/10.15575/ks.v8i1.51562

Harahap, F. H., & Sativa, A. (2025). Larangan Pembatalan Klaim Sepihak oleh Perusahaan Asuransi Perspektif Maslahah Mursalah (Studi Putusan MK NO.83/PUU-XXII/2024). *Riwayat: Educational Journal of History and Humanities*, *8*(3), 4012–4021. https://doi.org/10.24815/jr.v8i3.48302

Ho, C.-L., Lai, G., Liao, C.-H., & Lonare, G. (2024). *Unveiling the Black Box: Determinants of Claims Investigation, Delay Payment, and Claim Denial in Private Health Insurance*.

Khoerunnisa, S. (2026). POJK Nomor 22/2023 dan POJK Nomor 36/2024 sebagai Tolak Ukur terhadap Penyelesaian Sengketa Klaim Asuransi Jiwa Syariah (Studi Kasus Putusan Pengadilan Agama Jakarta Selatan Nomor 508/Pdt.G/2025/PA.JS. In *Program Studi Hukum Ekonomi Syariah, Fakultas Syariah dan Ekonomi Islam, Institut Ilmu Al-Qur'an (IIQ*.

Kholis, N. (2025). A normative ethical analysis of Islamic unit-linked insurance using the Maqasid Shariah framework of Abu Zahrah. *Journal of Islamic Economics Lariba*, *11*(1), 455–482. https://doi.org/10.20885/jielariba.vol11.iss1.art18

Marzuki, P. M. (2017). *Penelitian Hukum Penelitian Hukum*. Kencana.

Miles, H. & S. (2015). Qualitative Data A Methods Sourcebook. In *Etika Jurnalisme Pada Koran Kuning : Sebuah Studi Mengenai Koran Lampu Hijau* (4th ed., Vol. 16, Issue 2). Sage Publications.

Moleong, L. J. (2021a). *Metodologi penelitian kualitatif (Edisi revisi*. PT Remaja Rosdakarya.

Moleong, L. J. (2021b). Penelitian Kualitatif: Metode Penelitian Kualitatif. In *Jurnal EQUILIBRIUM* (40th ed., Vol. 5, Issue January). Remaja Rosdakarya.

Musjab, I. (2024). Application Of Utmost Good Faith Principles In Resolving Insurance Claim Disputes In Indonesian Courts. *Journal of Law, Politic and*

Humanities, *4*(4), 973–983. https://doi.org/10.38035/jlph.v4i4.434

OJK. (2023). *Peraturan Otoritas Jasa Keuangan Nomor 22 Tahun 2023 tentang Pelindungan Konsumen dan Masyarakat di Sektor Jasa Keuangan*. Jakarta: Otoritas Jasa Keuangan.

OJK. (2024). *Peraturan Otoritas Jasa Keuangan Nomor 36 Tahun 2024 tentang Perubahan atas Peraturan Otoritas Jasa Keuangan Nomor 69/POJK.05/2016 tentang Penyelenggaraan Usaha Perusahaan Asuransi, Perusahaan Asuransi Syariah, Perusahaan Reasuransi, dan Perusahaan Reasuransi Syariah*. Jakarta: Otoritas Jasa Keuangan.

OJK. (t.t.). *Frequently Asked Questions POJK Nomor 22 Tahun 2023 tentang Pelindungan Konsumen dan Masyarakat di Sektor Jasa Keuangan*

Pengadilan Agama Jakarta Selatan. (2025). *Putusan Nomor 508/Pdt.G/2025/PA.JS*.

Qistiya, N. I. (2025). *Penyelesaian Sengketa Klaim Polis Asuransi Jiwa Syariah dalam Putusan Nomor 738/Pdt.G/2024/PA.JS di Pengadilan Agama Jakarta Selatan, Fakultas Syariah dan Hukum*. Universitas Islam Negeri Sunan Gunung Djati. https://digilib.uinsgd.ac.id/115838/

Ramadhani, S. (2024). *Hukum asuransi jiwa modern*. Scopindo Media Pustaka.

Santosa, N. A. P. (2025). *Analisis Putusan Pengadilan Agama Jakarta Barat Nomor 2207/Pdt.G/2023/PA.JB tentang Wanprestasi Asuransi Jiwa Syariah PT Panin Dai-ichi Life, Program Studi Muamalah, Fakultas Syariah dan Hukum*. Universitas Islam Negeri Sunan Gunung Djati. https://digilib.uinsgd.ac.id/107776/

Sari, P. I., Tita, E. I., & Albizar, . A. (2025). Eight Concepts and Practices: Buying and Selling in Islam. *Multidisciplinary Journal of Thought and Research*, *1*(2), 38–54. https://mujoter.intischolar.id/index.php/mujoter/article/view/1

Setya, G. A. Z., & Adam, R. C. (2026). Balancing the Rights of Insurers and Policyholders in the Cancellation of Insurance Agreements Following Constitutional Court Decision Number 83/PUU-XXII/2024. *Jurisprudensi: Jurnal Ilmu Syariah, Perundang-Undangan Dan Ekonomi Islam*, *18*(3), 177–196. https://doi.org/10.32505/jurisprudensi.v18i3.16410

Sugiyono, S. (2023). *Metode Pelitian Kuantitatif, Kualitatif, dan R&D*. Alfabeta Bandung.

Sulong, J., & Siahaan, R. K. W. (2026). Strengthening Legal Protection for Insurance Policyholders in Indonesia: Pre-Contractual Fairness, Claims Governance, and the Policy Guarantee Program. *Jurnal Sahabat ISNU SU*, *3*(2), 158–171. https://doi.org/10.70826/jsisnu.v3i2.1834

Tong, W., Ali, M., Puah, C. H., Leong, C. M., & Yuping, X. (2024). Islamic insurance: a review and research agenda. *Journal of Financial Services Marketing*, *29*(4), 1464–1486. https://doi.org/10.1057/s41264-024-00276-6

Westin-Hardy, A. (2020). Damages for Late Payment of Insurance Claims. *Damages, Recoveries and Remedies in Shipping Law*, *5*, 174–194. https://doi.org/10.4324/9781003376347-15

Yin, Y. (2018). Case Study Research and Design and Methods. In *(No Title)* (Vol. 5). Publications, Inc. files/79/Yin - 2018 - Case study research and applications design and methods.pdf

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