

ELECTRONIC TRANSACTION ON INSURANCE IN LEGAL PERSPECTIVE

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ABSTRACT

Electronic trading or e-commerce transaction is an object of insurance, because all activities in electronic transaction or e-commerce can cause loss, damage or not get the expected profit for the parties inside, electronic insurance or cyber assurance. Insurance in the legal perspective in Indonesia is interesting to deepen, considering that on one side of the business or insurance industry puts the position of market regulation in the space of economic life but on the other side, the state regulation is placed in the position of arrangement to maintain the balance space in the context of the movement of economic life or market with interest protection of society. Parties involved in e-commerce transactions include: buyer, merchant, issuer, acquirer, and certificate authority body. Basically in the Code of Commercial Law article 247 states that: The coverage may include: fire hazard; hazards that threaten agricultural crops that have not yet been harvested; one's soul or more; marine dangers and the danger of slavery; danger of transport on land, in rivers, and inland waters. In this article it is clear that the Commercial Law is not about any insurance related to e-commerce. Even the latest regulation made by the government of the Republic of Indonesia governing the insurance, namely Law no. 40 of 2014 on Insurance has not set the insurance related to e-commerce electronic transactions. Insurance in the sale and purchase transactions via internet (e-commerce), if viewed from the perspective of the Book of Commercial Law can be divided into two main sections of discussion, namely; first, from the definition of insurance in article 246 of the Commercial Law, it can be seen that electronic and e-commerce transaction is an object of insurance, because all activities in electronic transaction or e-commerce, can cause loss, damage, or do not get the expected benefits for the parties in it. Meanwhile, the party most responsible for the loss in electronic transactions (e-commerce) is the certificate authority body which acts as the safeguard of electronic transactions; Secondly, when associated with the provisions contained in article 256 Commercial Law on insurance policy, the agreement insurance between the parties of the certificate authority with the insurance company.

Keywords: Electronic Transactions, Insurance, Legal Perspective

INTRODUCTION

A. BACKGROUND

Until now there has been no similarity of jurists to provide the legal definition. The difference is because the jurists provide legal definitions with different points of view and different emphases. People's perceptions of the law vary, depending on which angle they look at it. Judges see the law in accordance with the profession that performed, the scientists view the law from the point of view of professional profession, and the little people view the law from their point of view in the form of customs. For a religious society, the law is regarded as God's law, when the law is honored by society then the law is indicated by the law, and so on.

Utrecht regarded law not merely as a method, but also as a social phenomenon and as a cultural aspect. And if the law is seen as rule he gives the definition of law as follows "law is the set of life guidance, the commandments and prohibitions that regulate the order in a society, and should be obeyed by the members of the community concerned. Because the violation of life guidance can cause harm to the community, it is necessary action by the government or the authorities to enforce the law".

While Sunaryati Hartono said that if we are in Indonesia talk about the law then our mind will go directly to the laws, legislation, and the other written regulations. Whereas in fact, the law has so many aspects and consists of more components or other elements, such as legal philosophy, legal source, legal method, jurisprudence, custom law, law enforcement, legal services, legal profession, legal institutions, legal mechanisms, procedural law, legal education, legal behavior of the public as well as legal officials, or legal profession behavior, legal awareness, and so on. All that is what builds the legal system, the relationship and the influence of influence-memenagruhi each other between the various components or elements mentioned above. Which aspect or element is considered most important depends on the legal philosophy embraced by the legal system concerned. In Indonesia the law is said to be:¹ ".....The set of rules, regulations, written or unwritten,... which determines or regulates the relationships between the members of society"

Trade business activity is a part of the relationship of economic law, especially the trend/modern phenomenon developed through digital media that is through the internet known as Electronic Commerce which is today is a usual activity of every person, because the sale and purchase by electronic transactions can streamline and make the time effisien so that someone can make sell and purchase transactions with every person wherever and whenever. All buying and selling transactions in Electronic Commerce transactions are conducted without any face-to-face between the parties, they based it on the sale and purchase transactions on trust of each other, so that the sell and purchase agreement that occurs between the parties was also done electronically either through e-mail or other way, therefore there is no agreement file as in conventional sale transaction. Such

¹ CFG Sunaryati Hartono, *Hukum Ekonomi Pembangunan Indonesia*, BPHN Dep.Kehakiman RI, Bina Cipta, Bandung,1988, p.53

conditions have certainly very high risk, because the Internet network is an open network, which can be accessed by anyone and anywhere. The risk of loss due to data manipulation, as well as data damage caused by cyberspace hackers which can harm the providers of e-commerce services, sellers, or the buyer in electronic commerce transactions.

Therefore, in order to ensure security in electronic commerce transactions arise sharing of security solutions such as Digital Signature, Cryptographic Key, or Secure Electronic Transaction (SET) created by electronic commerce providers on their website with the aim of protecting consumers. However, the various security solutions do not provide full assurance to electronic commerce companies to be free from loss. The absence of assurance that e-commerce transactions free of data destruction/manipulation will certainly impact on the decline in public confidence in this system. Yet in business transactions in the global era as now, certainty and security is one of the pillars of the growth of economic activity.

Insurance in the perspective of law in Indonesia becomes an interesting thing to deepen relates to the phenomenon that from one side of the business or the insurance industry put the position of market regulation in the space of economic life but on the other hand state regulation is placed in the position of arrangement to maintain the balance space in the context of the movement of life economic or market with the interests of the protection of the people who need to intervene in the state through legal products.

Of course to discuss further it cannot be separated from the history of insurance law in Indonesia, it can be explained that drawn from the root of the legal system of Indonesia, by Liliana Tedjosaputro stated that the legal system of Indonesia derived from the Civil Code brought by the Dutch royal government to Indonesia during the colonial period. And the civil law can be traced its roots to French Civil law to Roman law. The existence of Indonesian insurance law stems from the Code Civil Code and the Code of Commerce at the beginning of the 19th century during the reign of Emperor Napoleon in France. At that time, the Dutch Trade Law contained only articles on marine insurance until the enactment of the Trade Leap Act (*Wet Boek van Koopenhandel*) of 1838 which contained regulations on fire insurance, crop insurance and life insurance. This system is also adopted for the Dutch East Indies which until now still prevail in Indonesia.²

Insurance or coverage arise from human needs. As has been understood, that in navigating life and lifes, people are always confronted with something uncertain that may be profitable, but may be otherwise. Humans expect security of their possessions, expecting health and well-being no less than anything, but man can only try, but the Almighty God determines everything.

The article that regulates the problem of Insurance or Coverage in the Book of Commercial Law is article 246 up to article 308. In article 246 of the Code of Commercial Law states that Insurance or coverage is *an agreement, in which the insurer binds himself to the insured by obtaining a premium, to grant him compensation for a loss, damage or unexpected benefit, which may be able to suffer because of an uncertain event.* However, in article 247, the mentioned of the Insurance may include: *fire hazard; (Commercial Law 287, ff.) Hazards that threaten agricultural crops that have not yet been harvested; (Commercial Law 299, ff.) The soul of one or more persons; (Commercial Law 302, ff.) The danger of lout and the danger of slavery; (Commercial Law 592, ff) hazards of transportation on land, in rivers, and inland waters. (Commercial Law 686, ff).*

From the above explanation, we can see that the Commercial Law does not clearly set about insurance or the coverage associated with electronic commerce transactions. This is because the new electronic commerce transactions introduced in the World, in 1994 and in Indonesia itself was only introduced around 1996 by *Dyviacom Lntrabum* or D-net.³ In fact, the laws and regulations made by the Indonesia Government on insurance, is something very relevant to be presented in this paper is how aspects of arrangements and insurance agreements in the legal perspective in Indonesia, by linking the aspects of regulation and implementation of the content of Law No. 2 of 1992 on Insurance Business with Law No. 40 of 2014 on Insurance or with the rules of insurance law as in the Book of Commercial Law, Book of Civil Law (Civil Code) as a form of legal spectrum. So it is very relevant if the author centered the insurance problem in electronic commerce through legal perspective.

B. PROBLEMS

Problems taken in the writing of this legal scientific paper, those are:

1. How is Insurance in the sell and purchase transactions via internet (e-commerce), if it is in review from the legal perspective?
2. Do insurance in electronic commerce transactions need to be specifically regulated in Indonesian legislation?

² Wirjono Prodjodikoro, *Hukum Asuransi di Indonesia*, Intermesa 1986, p. 15

³ www.ecomm.lecture.ub.ac.id/2011/11/ accessed on November 16th, 2016.

RESEARCH METHOD

The research method is used as a way of being used to search, formulate and analyze to compile reports in order to achieve one purpose. To achieve the right target in the research authors use research methods as follows:

1. Type of Research

The research is a normative legal research. Normative legal research on scientific paper is based on the primary legal material that is by inventorized the articles related to the implementation of insurance in business transactions via Internet (E-Commerce) as contained in the Book of Commercial Law as the main regulation basis, Law Number 2 of 1992 on Insurance Business, Law Number 40 Year 2014 on Insurance, Law Number 11 of 2008 on Information and Electronic Transaction.

2. Types and sources of legal materials

The collection of data used in the preparation of this scientific paper is through library research to obtain concepts, theories and information and conceptual thinking from predecessor researchers both in the form of legislation and other scientific works. Sources of library data obtained from:

- a. Primary Legal Material, consisting of:
 - 1) Norms or basic principles;
 - 2) Basic rules;
 - 3) Legislation relating to the application of insurance in trade and business transactions via Internet (E-Commerce), especially in the Book of Commercial Law, along with other relevant regulations.
- b. Secondary Legal Materials, such as: research results, reports, articulations, magazines and scientific papers, seminar results or other scientific meetings relevant to the study.
- c. Tertiary Law Material or supporting legal material that includes material that provides guidance and explanation of primary and secondary legal materials, such as general dictionaries, legal dictionaries as well as primary, secondary and tertiary materials outside the relevant legal field and may be used to supplement data required in this study. In this chapter is a preliminary chapter describing things related to Background, Problem Formulation, Furthermore the Web Site is also an ingredient for the writing of this scientific paper as long as it contains information relevant to this research.

3. Technique of Obtaining and Analysis of Legal Material

To obtain a scientific truth in the writing of scientific papers, the authors use the method of collecting legal materials by way of library research, which is to study and analyze systematically books, magazines, newspapers, legislation and materials- other materials related to the material discussed in this scientific paper.

The technique of analysis of legal materials used in this research is qualitative analysis that is grouping and selecting data obtained from research in field which then dlhubungkan with theory, principles, and rule of law obtained from library study so that obtained answer to problem which is formulated.

DISCUSSION

A. ECONOMIC LAW

The term economic law (*wirtschaftrecht, droit economique*) has been known in the UK since the 1760s. Later economic laws developed in other European countries, especially countries that diverted econ-omic activity from agriculture to industry. In France economic laws were developed from 1830 to 1850 by unification and codification of French commercial law into Code Civil and Code du Commerce and codifying the penal law into the Penal Code. Likewise, in the Netherlands, which took over the Code Napoleon and its underlying ideologies into *Burgerlijk Wetboek* (BW) and *Wetboek van Koophandel* (Wvk) in 1838. When the Dutch invaded Indonesia, the BW and Wvk law books were enforced in Indonesia from 1848 and the second this book of law is the same source as the book of law applied in the Netherlands and France.

Although economic law was well known in the BW and WvK imposed by the Dutch in Indonesia, but at that time the jurists had not yet given a reasonable place in the study of law in Indonesia. Economic law is a relatively new field of law, still unknown in Indonesian law. In 1978 the jurists had to constate report Symposium of National Economic Law Development held by Agency for National Legal Development of Department of Justice of Indonesia with a conclusion that the understanding and scope of Indonesian economic law is still no difference except the use of economic law terms as a container grouping legal science related to economic activities. Since then the discussion of economic law began to be studied scientifically among universities.

Sri Redjeki Hartono⁴ gives the limits of economic law is a series set of rules that regulate economic activities undertaken by economic actors. From this definition there are two interrelated elements: first: the regulatory tool is a set of rules (from the Law to its implementing regulations) that substantially governs all or part of economic activity in general, secondly: the most

⁴ Sri Redjeki Hartono, *Hukum Ekonomi Indonesia*, Banyumedia, Malang, 2007, pp.9-10.

important economic activity is the production and distribution activities. This activity is basically within the two domains of the main legal field, the domain of private law and the realm of public law. Thus, economic law contains an operational understanding because it has two methods of approach at the same time is a macro approach that utilizes other science to be used as a knife analysis of legal issues and for the study of public and consumer protection. While the micro approach is to assess the legal relations of the parties in accordance with the target in achieving business goals.

Sunaryati Hartono⁵ explains that Indonesian economic law is the whole of legal methods and decisions that specifically regulate economic activity and life in Indonesia. In this case, because the Indonesian economy is already a *verwaltungswirtschaft*, it can not and does not need to be made a difference, whether the methods are the methods of civil law or public law. Furthermore, Sunaryati Hartono⁶ said that economic law is cross-sectoral and interdisciplinary because it is not only civil law but also closely related to the laws of State Administration, Inter-Authority Law, Criminal Law and also can not ignore International Public Law and International Civil Law. Indonesian Economic Law also requires a rationale of thought from non-legal areas, such as Philosophy, sociology, development administration and from economics itself, as well as area science, environmental science even if necessary from futurology. Called economic law is transnational, because economic law can no longer be reviewed and formed internally only, but requires a transnational approach by looking at all events that occur both national and international scale. According to Erly Ernawati,⁷ general economic laws can be grouped into two major categories: the administrative law and the substantive or material nature of the law. Administrative law of administrative law in the form of provisions of state administrative law concerning the procedural aspects of economic activity and transactions. This administrative law is made by the executive and has the force of coercion whose level is under the law. Administrative laws of economic law can be found in some government regulations such as Industrial Business permits. While the laws of the material economy are all legal provisions made by the legislative, executive and legislative, whether jointly or individually made about the material aspects of economic activities and transactions. This material law of economic law is of a coercive nature and is governing. For example: the Indonesian Constitution, the Assembly's Decree, Laws and Judgment.

Given the breadth of coverage under which Indonesia's national economic law studies, Rachmadi Usman⁸ explains that in general the legislation relating to economic activity and life can be grouped into the first: economic legislation pertaining to finance, banking and monetary, second: economic legislation concerning production and industry, third: legislation concerning distribution, consumption and trade. These three things constitute the national legal system of Indonesian economy, preceded by the laying of the ideals of law and the principle of national economic law. On the basis of the ideals of law and the principle of national economic law was born the rules of national economic law contained in a number of national economic laws.

By comparison, Sumantoro⁹ explains there are some things that matter in consideration of the study of Economic Law such as:

1. The existence of Economic Law in development is now more easily understood in countries with the *Anglo Saxon* legal system. In this country the legal system is based on Common Law. In this country, the legal system adjust with the development of habits that is more easily organized, and the emergence of Economic Law does not matter, but evolution grows with the development of that habit. Strict legal enforcement in the areas of the Continental Law system, as in Commercial Law and Civil Law, is not rigidly experienced in the Anglo-Saxon Law system. Therefore the existence of Economic Law in a country with the Anglo-Saxon Law system does not matter, as in a country with a system of Continental Law.
2. In a country with a system of Continental Law, the existence of a new law must be able to convince both micro and macro, may indicate the justification of its existence and its relationship with other legal instruments. Here the existing legal considerations and the division of labor/regulatory scope of each field of law with the field of Economic Law need to be standardized;
3. On the basis of that many people are still not sure meyebutkan existence of Economic Law and with a caution and avoid collision with the scope of the other law. The mention of the Economic Development Law, the Law of Social Economics, the Law of International Economics, the Law of Economics and Development, etc. is a manifestation of the lack of conviction. Abroad also experienced the same thing so we meet terms such as: Economic Law, Social Economics Recht and so forth. The description of this subject has been discussed in the 1980/1981 Team report.
4. The Dutch State, whose legal system is the pattern of the Indonesian legal system, has undergone a process of developing an Economic Law that is not simple, so that what is experienced in Indonesia today is indeed natural and understandable. But orientation penyerasian interaction
5. Legal development and economic development, encouraging assessment activities to process the existence of the Law more quickly and standard.

Economic Law has a role in the regulation of the modern economic field which is not covered by existing legislation, and can establish the arrangements relating to the economic field contained in other branches of law. Nevertheless the substance of Economic Law must be in line with the 1945 Constitution and Pancasila, covering aspects of law that have links to economic activity. In a narrow sense, includes economic activities that have the nature of economic development. Based on this approach,

⁵ CFG Sunaryati Hartono, *Hukum Ekonomi Pembangunan Indonesia*, BPHN Dep.Kehakiman RI, Bina Cipta, Bandung,1988, p.53

⁶ *Ibid.* pp. 60-61.

⁷ Erly Ernawati, *Sistem dan Luas Lingkup Hukum Ekonomi*, University Padjadjaran Bandung, 1995, pp. 194-197

⁸ Rachmadi Usman, *Hukum Ekonomi Dalam Dinamika*, Djambatan,Jakarta,2000, pp.17-18

⁹ Sumantoro, *Hukum Ekonomi*,Universitas Indonesia Press,Jakarta,2008, pp. 46-47

Economic Law has a development orientation so that this legal review is often affirmed as studying Economic Development Law. This approach is also in line with the function of law as an agent for modernization and as a tool of social engineering.

B. INSURANCE IN ELECTRONIC TRANSACTIONS THROUGH INTERNET (E-COMMERCE) IN LEGAL PERSPECTIVE

In this discussion there is a relationship in the context of legal perspective associated with economic law in the spectrum of law. That insurance is a form of business is always associated with economic laws and commercial law in particular besides the insurance law itself.

Article 246 states that Insurance or coverage is *an agreement, in which the insurer binds himself to the insured by obtaining a premium, to grant him compensation for any loss, damage or unexpected benefit which may be suffered by an uncertain event.*

From the definition, we can take 3 elements about the definition of insurance are:

- 1) There is a loss due to a loss, damage, or no expected gain resulting from an event that is not certain to happen.
- 2) The insured party promises to pay the premium money to the insurer at the same time or in installments.
- 3) The insurer promised to pay the sum of money to the insured, all at once or in installments in case of/ implemented elements at point a.¹⁰

From the above understanding, we can know that electronic and e-commerce transaction is an object of insurance, because all activities in electronic transaction or e-commerce, can mengimbuikan loss, damage, or not get the expected profit for the parties in it. Insurance in this electronic transaction we know as cyber assurance.

In secure electronic transaction the object in question is a cryptographic key that has the possibility of being stolen. If it is related to the provisions set forth in Article 256 of the Criminal Code concerning the insurance policy, the insurance agreement between the certifying authority and the insurance company shall state:¹¹

- 1) The day the insurance is made;
- 2) the name of the person who covers the insurance on his or her own dependents or on the responsibility of a third person;
- 3) A sufficiently clear description of the insured object;
- 4) The amount of money for how much insurance is held;
- 5) Dangers borne by the insurer;
- 6) When danger begins to apply to the underwriter's and current responsibilities the end of the danger;
- 7) Insurance premiums; and the amount of insurance premium depends on insured object.
- 8) Generally, all circumstances are likely to be important to the insurer to know and any terms that are agreed between the parties.

The object of the e-commerce insurance agreement is the network security system that is the cryptographic key, but the insured is the responsibility, the responsibility of the insured in this case, is the Certificate Authorities to indemnify if the keys are stolen or used unlawfully by irresponsible parties. The use of these keys resulted in consumers losing a certain amount of money deposited in a card issuing or bank financial institution. So from the above analysis, it is quite clear that the type of insurance that occurs between the Certificate Authorities with the insurance company is liability insurance.

C. SUBJECT AND OBJECT OF COVERAGE/INSURANCE IN ELECTRONIC TRANSACTIONS THROUGH INTERNET (E-COMMERCE)

- 1) In the insurance is known there are some subjects (the parties concerned) that is, the insurer and the insured. The exposure is as follows:¹²

a) The Insurer

Insurers are parties who are willing to accept and take risks from the insured. The insurance / insurance agreement is between both parties, where the insurer is willing and promises to provide compensation to the insured, if the party suffers loss, damage or loss of profit due to an uncertain event, as agreed in the agreement. Insurers can be either individual, or a legal entity (insurance company).

If we analyze and we associate the insurance in the world of electronic transactions via the internet, according to the author, who became the party of the electronic transactions via the Internet (e-commerce) is an insurance company that

¹⁰ Wirjono Prodjodikoro, Hukum Asuransi di /wfo/*.*j<j,Bandung,PT Intermasa,1987, p. 1

¹¹ Elisatris Gultom, *Perlindungan Transaksi Eleteronic (e-commerce) Melalui Lembaga Asuransi*, Eprint article from University Pajajaran, Bandung, 2011. p. 15

¹² The General Directorate of Exchange in Republic of Indonesia cooperate with LKHT-FHU1, First Step of Research Report version 1.04, Jakarta, 2001, p. 161

receives cyber assurance. Examples of concrete insurance companies in Indonesia who receive virtual insurance services, for example: Adira Insurance.

b) Insured Person

The insured is the party to which the agreement will be borne by the insurer. Who can become the insured is an individual, a group of persons or institutions, legal entities including companies, or anyone who can suffer losses.

If we analyze and we relate to the insurance in the world of electronic transactions via the internet, according to the author, who can become the insured party in cyberspace insurance is the Certificate Authorities as a party that can experience losses.

Furthermore, based on article 1 point (7) of Law no. 40 year 2014 on Insurance, "Reinsurance is a service re-insurance business against the risks faced by insurance companies, insurance companies, or other reinsurance companies."

- 2) Insurance Object in electronic transactions via internet (E-Commerce). According to the Code of Commercial Law, the matters used as objects in an insurance agreement are anything that constitutes the content or part of a liability agreement bearing between the insurer and the insured covering objects and services, body and soul, human health, legal liability and all other interests that may be lost, damaged, lost or otherwise impaired.

The object of insurance under section 268 of the Book of Commercial Law. It is all interests that:

- a) Can be assessed with money.
- b) Be subject to various dangers.
- c) Not excluded by law.

Based on the explanation about the object of insurance coverage in general according to Commercial Law, then if we analyzed more deeply, things that can be the object of insurance in electronic transactions, among others:

a. Electronic Transactions

Electronic transactions may be the object of insurance, in the sense that the risks that need to be insured are losses incurred in the case of data message that would be delivered, failed to get to the destination for some reason.

b. Network Security System

A certificate authority provides a means or system for establishing telecommunication links between service users. These communication relationships can happen anytime and can be done by anyone. The system provided by the service provider may suffer from damage, whether it is of a temporary or forced nature due to natural disasters.

D. THE NEED FOR REGULATING RULES TO REGULATE INSURANCE IN ELECTRONIC TRANSACTIONS THROUGH THE INTERNET (E-COMMERCE) IN INDONESIA.

Currently business transaction activities that use e-commerce basically have not been regulated explicitly and detailed, as a set of international regulations governing relating to business transactions using e-commerce is still general so that in the framework of the settlement of business transaction disputes using e-commerce this is still a legal blurring, the circumstances in which legal obfuscation in the settlement of business transaction disputes using e-commerce can be seen in the absence of clear and detailed legal rules so that this will result in the inability of several aspects in enforcing law enforcement functions. The absence of this rule of law also occurs in the legal arrangement of insurance in e-commerce business transactions.

Basically in the Code of Commercial Law article 247 states that: The coverage may include: fire hazard; (Commercial Law 287, ff.) Hazards that threaten agricultural crops that have not yet been harvested; (Commercial Law 299, ff.) The soul of one or more persons; (Commercial Law 302, ff.) Of marine dangers and the dangers of slavery; (Commercial Law 592, ff.) Hazards of transportation on land, in rivers, and inland waters. (Commercial Law 686, ff). If we analyze, in this article it is clear that the Commercial Law is not about the existence of insurance related to e-commerce. Even the latest regulation made by the government of the Republic of Indonesia governing the insurance, namely Law no. 40 of 2014 on Insurance has not set the insurance related to electronic transactions e-commerce.

According to the author, it is natural, if we look at the reality that occurs today, because of the urgency, insurance that protects electronic commerce transactions remains provided by some insurance companies, the reason e-commerce transactions can cause harm to the parties in it and everything the form of objects that can cause losses can be insured.¹³

¹³ Group Paper on *Sistem Hukum Ekonomi Nasional* subject at Doctoral Program of Law Science UNTAG Semarang. "Analisis Yuridis tentang Hukum Asuransi Dalam Transaksi Electronic Commerce Melalui Perspektif Kitab Undang-Undang Hukum Dagang". 2016

CLOSURE

A. Conclusion

The conclusion that can the author pointed out in scientific writing is as follows:

1. Insurance is part of economic activity in Indonesia hence there is linkage of economic law with Indonesian asuranssi law
2. Insurance in the sale and purchase transactions through the internet (e-commerce), if in view from the perspective of the Code of Commercial Law can be divided into two main sections of discussion, namely:
 - a. From the definition of insurance in article 246 of the Commercial Code, we can know that electronic and e-commerce transaction is an object of insurance, because any activity in electronic transaction or ecommerce can cause loss, damage or do not get the expected benefits for the parties in it. Insurance in this electronic transaction, we know as cyber assurance. Meanwhile, the party most responsible for any losses in electronic transactions (e-commerce) is the Certificate Authorities that acts as a safeguard for electronic transactions, because the e-commerce company will submit its website security to the Certificate Authorities for can provide full protection of e-commerce website owned by cybercrime attacks.
 - b. If it is related to the provisions of Article 256 of the Criminal Code concerning the insurance policy, then the insurance agreement between the parties of the certificate authority and the insurance company shall state:
 - 1) The day the insurance is made;
 - 2) the name of the person who covers the insurance on his or her own dependents or on the responsibility of a third person;
 - 3) A sufficiently clear description of the insured object;
 - 4) The amount of money for how much insurance is held;
 - 5) the dangers borne by the insurer;
 - 6) When danger begins to apply to the underwriter's and current responsibilities the end of the danger;
 - 7) Insurance premiums; and the amount of insurance premium depends on the insured object.
 - 8) Generally, all circumstances that are likely to be necessary for the insurer to know and any terms agreed between the parties

The insurance agreement between the certificate authority and the insurance company is essentially a liability insurance because the insured is the responsibility of the LSO due to the exposure of security in e-commerce that causes one party to experience a loss.

3. Insurance in e-commerce transactions need to be regulated specifically in the legislation in Indonesia because the development of information technology has an impact on the development of law, this is a challenge as well as opportunities that must be faced, especially in the field of economics and law. The development of information technology has given birth to a new transaction model in the world of commerce and this will also cause a dispute in the business transaction. For that reason, according to the author, it is necessary to revise the regulation of insurance law, in which there is a special chapter, which can provide clear arrangement about insurance related to cyber insurance business transactions, so that parties directly related to these, for example Banks, E-commerce Service Providers, Certification Authority Institutions, and consumers who normally transact through cyberspace, will obtain legal certainty, so the real purpose of law can be realized.

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Makalah kelompok mata kuliah SIstem Hukum Ekonomi Nasional PDIH UNTAG Semarang. Analisis Yuridis tentang Hukum Asuransi Dalam Transaksi *Electronic Commerce* Melalui Perspektif Kitab Undang-Undang Hukum Dagang. 2016

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Law and Regulation

Kitab Undang-Undang Hukum Dagang

Kitab Undang-Undang Hukum Perdata

Undang-Undang Nomor 40 Tahun 2014 Tentang Perasuransian

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