



Juridical Analysis of the Inclusion of Standard Clauses Regarding Changes in Investment Fund Management Fees Unilaterally by Business Actors in Life Insurance Policies PT Prudential Life Assurance

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Article	Abstract
Keywords: Standard Agreement; Consumer; Business Actor	<p><i>Human life is bound to uncertain events that pose risks and cause losses. Insurance is a form of risk management or control. Life insurance is one of them. In life insurance, there is a standard written agreement. Standard agreements made by business actors can cause insufficient to consumers. Furthermore, a clause that burdens consumers is that consumers are compulsory to comply with regulations in the form of new, continued or advanced changes made unilaterally by business actors when consumers take services they acquire, as stated in the Life Insurance policy of PT. Prudential Life Assurance. The purpose of this study was to analyze the conflict of norms contained in Number 5.6 of the Prudential Life Insurance policy in terms of the inclusion of standard clauses included in article 18 section (1) point G Consumer Protection Act and article 22 section (3) point F Regulation Financial Services Authority Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. In addition, this study also analyzed the forms of legal action taken by consumers as recipients respecting standard clauses regarding unilateral changes by business actors in Prudential Life Insurance policies based on positive law in Indonesia. This study used a normative juridical inquiry, a statutory approach and a conceptual approach. Primary legal materials and secondary legal materials were accustomed. In conclusion, This study stated that Number 5.6 of the Prudential Life Insurance policy was not by article 18 section (1) point G the Consumer Protection Act and article 22 section (3) point F Regulation Financial Services Authority Number: 1/POJK.07/2013 Consumer Protection in the Financial Services Sector because the consumer financing credit agreement had included clauses in unilateral changes by business actors. Nonetheless, consumers can take legal remedies through litigation and non-litigation.</i></p>

INTRODUCTION

Along with the development of daily human life, of course, it cannot be separated from the existence of an uncertain event that will occur which can cause losses. With

this uncertain event, a risk arises. Risk is an obligation to bear losses caused by an event outside the fault of one of the parties (Subekti 2002). The existence of these risks means humans need to be able to overcome a risk in everyday life. Risk is related to the uncertainty of what will happen to human life. The way to anticipate risk requires efforts to prevent, anticipate, reduce, and transfer risk. Insurance is a form of risk management or control, by *transferring* risk (transfer of risk) or sharing risk (*distribution of risk*) from parties who have the possibility of suffering due to risk to other parties (insurance companies), who are willing to protect against the possibility of risk to the first party (Rastuti 2016).

Based on Article 1 number 1 of Law Number 40 of 2014 concerning Insurance: "Insurance is an agreement between two parties, namely the insurance company and the policy holder, which is the basis for the receipt of premiums by the insurance company in return for:

- a. provide compensation to the insured or policyholder for loss, damage, costs incurred, loss of profit, *or* legal liability to third parties that may be suffered by the insured or policyholder due to the occurrence of an uncertain event; or
- b. provide payments based on the death of the insured or payments based on the life of the insured with benefits that have been determined and/or based on the results of fund management."

The term insurance covers business activities engaged in the insurance business. One of the insurance businesses is the life insurance business. Based on Article 1 point 6 of Law Number 40 of 2014 concerning Insurance:

"Life Insurance Business is a business that organizes risk management services that provide payments to policyholders, the insured, or other entitled parties in the event that the insured dies or remains alive, or other payments to policyholders, the insured, or other entitled parties at a certain time regulated in the agreement, the amount of which has been determined and / or based on the results of fund management."

One of the life insurance companies that already exist in Indonesia is PT Prudential Life Assurance. The insurance relationship that will occur between the insurer and the insured is the attachment (*legally bound*) arising from free consent or agreement (Muhammad 2015). This means that the relationship that occurs between the insurance company as the insurer and the insured who is a consumer or customer is due to a previously agreed agreement.

Article 255 of the Code of Commerce (KUHD) which reads:

"Insurance must be carried out in writing with a deed, which is named the policy."

In accordance with the provisions in article 255 of the KUHD, life insurance must be in writing with a deed called a policy. The life insurance policy contains a contract that has been agreed between the life insurance company and the policyholder where as a life insurance company, is obliged to provide the agreed amount of money to be given to a third party who has been appointed in the event of death or given to the

insured in a living condition at the end of the contract period. The policyholder as the insured has the obligation to pay insurance premiums to the life insurance company for the transfer of risk. The insurance premium is a sum of money that must be paid by the insured to the insurer every certain period, usually every month during the insurance. The amount of insurance premium depends on the amount of insurance agreed by the insured at the time of insurance (Muhammad 2015).

According to the point of view in the law of agreements, a contract is declared valid if it meets the requirements listed in Article 1320 of the Civil Code (KUHPdata) which reads:

"For the validity of an agreement, four conditions are required:

1. Agreement of those who bind themselves;
2. Capacity to make an agreement;
3. A certain thing;
4. A halal cause."

One of the agreements that has been agreed between the two parties is in the form of a standard agreement. standard agreement is an agreement that is made unilaterally, and the other party only has the choice to accept or reject the agreement, without being given the opportunity to negotiate its contents. *Standard* agreements or *standard contracts* are often called *take it or leave it* (Suhandoko 2004). In a standard agreement or *standard contract*, the party signing the agreement is considered to have known the entire contents of the agreement even though he did not read it first. The consideration is that it is customary in the practice of such agreements, it is very rare for people to read first, so the theory of trust that applies to this kind of agreement, namely where the party who makes the standard agreement script believes that the signing party knows the contents of the agreement, even though he did not participate in making it (Marilang 2017).

The provisions contained in the standard agreement are referred to as standard clauses. In Article 1 number 10 of Law Number 8 of 1999 concerning Consumer Protection which describes the standard clause which reads:

"Standard clauses are any rules or provisions and conditions that have been prepared and determined in advance unilaterally by business actors as stated in a document and / or agreement that is binding and must be fulfilled by consumers."

With the existence of a standard agreement, it is possible to contain certain requirements that are favorable to the party making it (Harianto 2016). According to the Civil Code, the use of standard clauses in agreements is considered not to violate the provisions of civil law, especially those relating to the principle of freedom of contract, because in standard agreements not all the contents of the agreement are standardized, it will only reduce the existence of the principle of contract (Syamsudin and Luthan 2018). However, the existence of standard clauses results in the unbalanced position of the parties. As a result of the unbalanced position of the parties, the weaker

party is not in a free state to be able to determine what he wants in the agreement. Weak parties are not given the opportunity to discuss their rights and obligations in the agreement (Yunus 2019).

Law Number 8 of 1999 concerning Consumer Protection (UUPK) has clearly regulated the inclusion of standard clauses. The existence of the UUPK is expected to foster awareness of business actors of the importance of consumer protection (Hamid 2017). Consumer protection in standard agreements aims for justice where to fulfill rights and obligations (Winda 2018). The right itself is a freedom to do something if it does not conflict with the rights of others. Obligation is a responsibility that comes because of rights. These rights and obligations must go hand in hand for justice to arise.

However, currently in practice, life insurance policies still contain the inclusion of standard clauses prohibited in the GCPL Law, the legal protection of insurance agreements is very important if it is related to the practice of standard agreements in the insurance agreement. Life insurance policies are made unilaterally by the insurer on the grounds that they are more time efficient and acceptable to the public. With the contents and format in the insurance agreement, the insured has less legal protection and more profitable for the insurance company as the insurer (Laksana 2019).

Based on the description above, the standard agreement that will be examined in this study is the standard agreement in the life insurance policy of PT Prudential Life Assurance which contains standard clauses made unilaterally by the life insurance company. In the policy, there is a change clause that contradicts Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection which reads:

1. "Business actors in offering goods and / or services intended for trade are prohibited from making or including standard clauses in every document and / or agreement if: a,b,c,d.... and so on f g. Stating that consumers are subject to regulations in the form of new rules, additions, continuation and/or further **changes** made **unilaterally** by business actors during the period when consumers utilize the services they buy."

and contrary to Article 22 paragraph (3) letter f of the Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector which reads:

1. "In the event that Financial Services Business Actors use a standard agreement, the agreement must be prepared in accordance with statutory regulations.
2. The standard agreement as referred to in paragraph (1) may be in digital or electronic form to be offered by Financial Services Business Actors through electronic media.
3. **The standard agreement as referred to in paragraph (2) used by Financial Services Business Actors to Consumers is prohibited:** a,b,c,d..... and so, one.

- f. stating that Consumers are subject to new, additional, continued and/or **amended** regulations made unilaterally by Financial Services Business Actors during the period when consumers utilize the products and/or services purchased."

The conflicting standard clause of PT Prudential Life Assurance's life insurance policy is contained in the provisions of Number 5.6 which reads:

"For the management of each Prulink investment fund, a Prulink investment fund management fee is charged as set out in the Investment Fee Table, which will be due on each Calculation Date.

We will notify you in the event of a **change in the** investment fund management fee no later than 30 (thirty) business days before the change in the Prulink investment fund management fee comes into effect."

In the description above, there is a conflict of norms with a contradiction between the provisions contained in the PT Prudential Life Assurance life insurance policy and the laws and regulations related to unilateral changes made by business actors, namely the insurer. Research on standard agreements is interesting to study because in everyday life, many consumers are involved in business transactions using standard agreements. Based on the background description above, the problem formulation to be discussed is:

1. Is the inclusion of standard clauses in the life insurance policy of PT Prudential Life Assurance in the provisions of Number 5.6 in accordance with the provisions contained in Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection and Article 22 paragraph (3) letter f of the Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector?
2. What legal remedies can be taken by consumers as insureds regarding the inclusion of standard clauses regarding unilateral changes by business actors in the life insurance policy of PT Prudential Life Assurance based on positive law in Indonesia?

METHOD

The method to be used in this research is normative legal research. Normative legal research is legal research that places the law as a building system of norms. (Diantha 2016)

The approach used in this research is a *conceptual* approach which is carried out by examining legal products, theories, doctrines, and opinions of experts concerned with the issues studied and the *statutory* approach which is the focal point of the research.

The legal materials used in this research are primary legal materials and secondary legal materials. Primary legal materials used in the form of laws and regulations include the Civil Code, the Commercial Code, the Law on Consumer Protection, the Law on

Insurance, the Financial Services Authority Regulation on Consumer Protection in the Financial Services Sector. Secondary legal materials include books, legal journals, and legal articles related to the research problem.

The technique of collecting legal materials is done by exploring the framework of thinking using legal materials about the legal theory concerned. Then primary legal materials and secondary legal materials are collected based on the topic of the problem that has been formulated systematically, classified according to the source and hierarchy to be studied comprehensively (Fajar and Yulianto 2007) .

The technique of analyzing legal materials by conducting research that examines and examines the results of processing legal materials that are assisted by theories that have been obtained previously using *library studies (library research)* such as reading, examining, recording, and making reviews of library materials.

RESULTS AND DISCUSSION

1. Standard clauses in the provisions of number 5.6 of the Prudential Life Insurance Policy against the provisions contained in Article 22 paragraph (3) of the Financial Services Authority Regulation

According to the experts themselves, the concept of an agreement has a different style of language but has the same meaning. According to Subekti defines the agreement as follows:

"An agreement or contract is an event where one person promises to another or the two people promise each other to carry out something, from this event, a relationship arises between the two people called an engagement." (Subekti 2002)

The concept of an agreement is based on Article 1313 of the Civil Code (KUHPerdata) which reads:

"An agreement is an act by which one or more people bind themselves to one or more other people."

Referring to the above article, the interaction between consumers in applying for life insurance to the life insurance company PT Prudential Life Assurance has been contained in an agreement in the form of a standard, namely a life insurance policy. Where when consumers have applied for insurance and have agreed with all the clauses in the existing agreement, the agreement can be said to be valid and applies as law to the parties involved.

Life insurance policies have generally been made in advance by the insurer of the life insurance company. The provisions regarding the inclusion of standard clauses themselves are regulated in Article 18 of the Consumer Protection Law. Where consumers as the insured who have applied for insurance at the life insurance company can only accept the clauses that have been made in advance by the insurance company without conducting prior research on the contents of the existing agreement.

The life insurance agreement of PT Prudential Life Assurance which will be examined in this study is one of the clauses, namely regarding the subjection of consumers to new regulations in the form of **changes** made unilaterally by business actors contained in the provisions of Number 5.6 which reads:

"For the management of each Prulink investment fund, a Prulink investment fund management fee is charged, the amount of which is as set out in the Investment Fee Table, which will be due on each Calculation Date.

We will notify you in the event of a **change in** the investment fund management fee no later than 30 (thirty) business days before the change in the Prulink investment fund management fee comes into effect."

The provisions regarding the subjection of consumers to new regulations in the form of changes are regulated in Article 18 paragraph (1) letter g of the Consumer Protection Law which reads:

1. "Business actors in offering goods and/or services intended for trade are prohibited from making or including standard clauses in every document and/or agreement if:
a,b,c,d.... and so on f g. Stating that consumers are subject to regulations in the form of new rules, additions, continuations and / or further **changes** made **unilaterally** by business actors during the period when consumers utilize the services they buy."

And has been regulated in Article 22 paragraph (3) letter f of the Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector which reads:

1. "In the event that Financial Services Business Actors use a standard agreement, the agreement must be prepared in accordance with statutory regulations.
2. The standard agreement as referred to in paragraph (1) can be in digital or electronic form to be offered by Financial Services Business Actors through electronic media.
3. **The standard agreement as referred to in paragraph (2) used by Financial Services Business Actors to Consumers is prohibited:**
a,b,c,d.... and so on e. f stating that Consumers are subject to new, additional, further regulations and/or **changes** made unilaterally by Financial Services Business Actors during the period when consumers utilize the products and/or services purchased."

Based on number 5.6 of the PT Prudential Life Assurance life insurance agreement which states that the insurer, namely PT Prudential Life Assurance, has the right to make changes to the investment fund management fee without involving policyholders, it is contrary to the provisions contained in Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection and Article 22

paragraph (3) letter f of the Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. As one type of investment fund stated in the life insurance policy of PT Prudential Life Assurance states that the insurer can change from time to time at its own discretion.

The discrepancy between Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection and Article 22 paragraph (3) letter f of the Financial Services Authority Regulation Number: 1 / POJK.07 / 2013 concerning Consumer Protection in the Financial Services Sector can cause harm to policyholders because the changes made unilaterally cause the absence of a bargaining position in determining the cost of managing investment funds between policyholders and insurers so that it creates an imbalance in the position between insurers and policyholders. Based on the concept of a standard agreement where the position of the parties is unbalanced because the business actor is the economically strong party, while the consumer is on the economically weak party. (Sarbini and Nugroho 2019)

The unbalanced position between the insurer and the insured makes the insured party required to agree to changes made unilaterally by the insurer without involving the insured party. This results in the non-fulfillment of one of the rights of consumers or the insured party stated in Article 4 letter d which reads:

"Consumer rights are:

A,b,... and so on c. d. The right to have their opinions and complaints about the goods and/or services used heard."

When viewed from the insurer's point of view as a business actor, in the case of investment funds, the value is not tied or not fixed, so in this case if the investment funds decrease, the insurer will increase the premium so as not to suffer losses. Business actors make a standard agreement themselves to shorten the time and cost because the business relationship requires a deed of agreement which is quite complicated and costs a lot of money, so the existence of a standard agreement can relieve business actors in their business relationships.

The principle of freedom of contract is a very important principle in entering into an agreement where everyone has the freedom to make an agreement with anyone and for any matter. This freedom also applies to determining with whom to make an agreement and is free to determine the contents of an agreement as long as it does not conflict with existing laws and regulations.

The emergence of standard agreements in the business world which results in the potential for an unbalanced position between the parties which tends to be the weaker party, namely consumers, results in non-fulfillment of the principle of freedom of contract. Supposedly in an agreement, the parties have the authority to

determine the contents of an agreement, but in a standard agreement that determines the contents of the agreement only on one of the parties.

In addition to the principle of freedom of contract, the standard agreement also does not reflect the principle of balance. The position of the parties creates an imbalance. Business actors tend to have a higher position than consumers.

Based on Article 1320 of the Civil Code which reads:

"For the validity of an agreement, four conditions are required:

1. Agreement of those who bind themselves;
2. Capable of making an agreement;
3. Regarding a certain matter;
4. A halal cause;"

The four conditions stated in Article 1320 of the Civil Code must be fulfilled when entering into an agreement.

The first requirement is the existence of an agreement that occurs and binds the parties. The agreement can be fulfilled when the parties agree and understand the agreement. In the Prudential life insurance policy, the parties have agreed with the evidence of signatures involving both parties.

The second requirement is the ability to make an agreement in which the parties who will make an agreement are adults and have common sense. According to the Civil Code, the adult provisions are 21 years of age for men and 19 years of age for women. In the agreement under study, the parties are considered adults because they have met these criteria.

The third requirement is regarding a certain matter that something that has been agreed upon in the agreement must be clear and justified by existing law. In the agreement to be studied, the object is risk management services carried out by Prudential life insurance by providing payments to related parties in the event that the insured dies or is still alive.

The fourth requirement is a lawful cause, which means that the agreement made must be in accordance with the applicable law and the parties concerned are not allowed to make agreements that are contrary to applicable norms. In this case, referring to the provisions of Number 5.6 of the Prudential life insurance policy which contradicts the provisions in Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection and Article 22 paragraph (3) letter f of the Financial Services Authority Regulation concerning Consumer Protection in the Financial Services Sector, then according to the author, the clause contained in the Prudential life insurance policy does not fulfill the fourth requirement namely a lawful cause. Based on Article 1337 of the Civil Code that a cause is prohibited if it is prohibited by law or if it is contrary to good morals or public order. Then this can result in the agreement being null and void or deemed never to exist.

2. Legal efforts that can be taken by consumers as insureds related to the inclusion of standard clauses regarding unilateral changes by business actors in Prudential life insurance policies based on positive law in Indonesia.

Protection of consumers is an important thing to implement because the existence of consumer protection is expected to align the position between business actors and consumers to create mutually beneficial conditions between the two parties. Based on Article 1 number 1 of the Consumer Protection Law which reads:

"Consumer protection is all efforts that ensure legal certainty to provide protection to consumers."

With the regulation of consumer protection. Then the position of consumers can be protected and can protect the rights of these consumers. Regulations that protect the interests of consumers in addition to the Consumer Protection Law, there is also the Financial Services Authority Regulation on Consumer Protection in the Financial Services Sector which in this regulation can provide many benefits, one of which is to increase the transparency aspect of financial products and services.

However, at present, the rise of standard agreements made by business actors often creates unrest in consumers where in this case, business actors tend to ignore consumer rights even though there are regulations governing the limits that are prohibited from being included in standard clauses, such as for example those contained in the provisions of number 5.6 of the Prudential life insurance policy. In provision number 5.6 of the Prudential life insurance policy, which clause is contrary to Article 18 paragraph (1) letter g of the Consumer Protection Law and Article 22 paragraph (3) letter f of the Financial Services Authority Regulation on Consumer Protection in the Financial Services Sector and does not fulfill one of the valid conditions of the agreement which can cause harm to the insured party as a consumer. The loss incurred is that there are changes at any time regarding the cost of managing investment funds unilaterally, which in this case does not involve consumers at all. In this case, consumers who feel aggrieved by the existence of a standard agreement whose clauses are contrary to the applicable laws and regulations, can file legal remedies by resolving disputes either through litigation or non-litigation channels.

In terms of dispute resolution involving consumers and business actors who play an important role are the Consumer Dispute Resolution Agency (BPSK) and the Financial Services Authority (OJK) because the standard agreement used involves financial services business actors, namely Prudential life insurance companies. And in solving problems between customers and insurance companies in Indonesia can be directly through the Indonesian Insurance Mediation Agency (BMAI). The duties and authority of the Consumer Dispute Resolution Body (BPSK) have been regulated in Article 52 of the Consumer Protection Law jo.

Minister of Industry and Trade Decree No. 350/MPP/Kep/12/2001 on the Implementation of Duties and Authority of BPSK. Article 45 paragraph (2) of the Consumer Protection Law regulates legal remedies in resolving disputes between consumers and business actors, which reads:

"Settlement of consumer disputes can be pursued through the court or out of court based on the voluntary choice of the parties to the dispute."

Out-of-court dispute resolution can be carried out in various ways, including consultation, negotiation, mediation, conciliation, or expert judgment. Based on article 1 point 10 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution which states that:

"Alternative dispute resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely out-of-court settlements by means of consultation, negotiation, mediation, conciliation, or expert judgment".

The first step is consultation. Consultation is an act of someone asking someone for advice or opinion (as done by legal counsel) (Irawan 2010). The next alternative dispute resolution is by negotiation. The definition of negotiation according to Suyud Margono, negotiation is

"Two-way communication designed to reach an agreement when both parties have various interests that are the same or different" (Sembiring 2011).

If consultation and negotiation do not lead to an agreement and the result of dispute resolution, then mediation can be done. In a mediation, the will of the parties is the determining factor for the running of the mediation. The mediator is an important player in the mediation process, where the mediator functions as an arbiter and is only tasked with providing advice on problem solving but is not allowed to force the parties to obey and follow what has been suggested by the mediator (Sembiring 2011).

If the out-of-court dispute resolution does not produce results, then the parties can proceed to court cases, namely by way of:

- a. Filing a civil lawsuit that is resolved according to civil law instruments and can be used conventional civil lawsuit procedures, *class action lawsuits*, NGO lawsuits (*Legal standing*) and lawsuits by the government and / or related agencies;
- b. Criminal settlement of consumer disputes; and
- c. Settlement of consumer disputes through the instrument of state administrative law, and through the legal mechanism of material testing rights (Adi 2011)

Legal remedies through litigation or through the court based on civil law are divided into two types, namely as follows (Rasyid and Herinawati 2015) :

1. Ordinary Legal Remedies, which are to stop the decision temporarily. Ordinary legal remedies consist of 3 types, namely:
 - a. Resistance (*Verzet*), which is a legal effort against a decision made by the court without the presence of the defendant (*Verstek* Decision). This is in accordance with Article 125 paragraph (3) jo. Article 129 HIR, Article 149 paragraph (3) jo. 153 Rbg. Basically, this resistance is provided for the defeated defendant.
 - b. Appeal, which is carried out if one of the parties, either the plaintiff or the defendant, does not accept a court decision because he feels that his rights are attacked because of the decision. In filing an appeal, the right to file is the defeated party.
 - c. Cassation is a legal tool that is the authority of the Supreme Court to re-examine previous court decisions.
2. Extraordinary legal remedies, when a decision already has permanent legal force, it cannot be resolved using ordinary legal remedies. For decisions that already have permanent legal force, this can be resolved through special legal remedies. However, this special legal remedy is only allowed in certain cases that have been stated in the Law, including extraordinary legal remedies consisting of:
 - a. Judicial review, which is an effort to examine and challenge a court decision that has permanent legal force which serves to cancel it.
 - b. Third party resistance (*derdenverzet*) is a resistance carried out by a third party who initially had nothing to do with the case but the case has harmed a third party, so the third party must fight in writing or orally.

Based on the explanation described above, the legal remedies that can be taken by consumers or Prudential life insurance customers related to the inclusion of standard clauses regarding unilateral changes by business actors in the Prudential life insurance policy agreement regarding changes in investment fund management fees can be taken through litigation and non-litigation channels.

CONCLUSION

Based on the analysis and discussion described above, the author can draw the following conclusions:

1. The inclusion of standard clauses in the life insurance policy of PT Prudential Life Assurance in the provisions of Number 5.6 is not in accordance with the provisions contained in Article 18 paragraph (1) letter g of Law Number 8 of 1999 concerning Consumer Protection and Article 22 paragraph (3) letter f of the Financial Services Authority Regulation Number: 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector.

2. Legal efforts that can be taken by consumers or Prudential life insurance customers related to the inclusion of standard clauses regarding unilateral changes by business actors in the Prudential life insurance policy agreement regarding changes in investment fund management fees can be taken through litigation and non-litigation channels.

Suggestion

Based on the analysis described above, the author can provide the following suggestions:

1. It is hoped that business actors when making a standard agreement are not only concerned with their position, but the position of consumers must also be fulfilled in it and pay more attention to the prohibitions in the inclusion of standard clauses that have been contained in a legislation so that the position of the parties becomes balanced.
2. It is hoped that the Financial Services Authority (OJK) will further supervise the standard agreements that have been made by financial services business actors in order to create a balance between business actors and consumers.

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