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THE SCOPE OF LEGAL PROTECTION FOR PARTIES IN CREDIT AGREEMENTS: A JUDICIAL REVIEW OF DECISION NO. 46/PDT.G/2022/PN TPG

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Abstract. *Credit agreements between banks and debtors are generally made in the form of standard contracts that have accommodated the balance of rights and obligations as required by POJK on consumer protection. Ideally, both creditors and debtors receive equal legal protection. However, Judge's Decision Number 46/Pdt.G/2022/PN TPG raises a dilemma because the court's considerations focus only on protecting the debtor as a consumer, while neglecting the creditor's legal certainty. This study aims to assess the extent to which the decision reflects legal ideals and to analyze the legal protection provided by the judge. Using a normative juridical method with statutory and literature approaches, this research refers to the Civil Code, the Consumer Protection Law, and relevant POJK regulations. The findings show that the decision does not fully embody justice, certainty, or utility, and fails to provide adequate internal or external protection for both parties. Therefore, the study recommends requiring the involvement of heirs in credit agreements and strengthening POJK provisions to ensure balanced legal protection.*

Keywords: *Court Decision, Credit Agreements, Creditors, Debtors, Legal Protection.*

1. Introduction

Banking serves as a source of financing, particularly through the provision of credit to all segments of society, including individuals and business entities, as an effort to fulfill consumption needs and enhance productive activities. The funds used to finance such credit are predominantly derived from public deposits, indicating that the capital distributed by banks originates from their efforts in mobilizing community funds, which are subsequently channeled back to the public through the credit system (Nugroho & Badriyah, 2024). The term "credit" originates from the Latin word *credere*, which means "to believe." This reflects the notion that the creditor places trust in the borrower to return the credit provided, whether in the form of money or goods, in accordance with the agreed repayment period or installment schedule as mutually determined by the parties (Nawangsari & Putra, 2016). According to Law Number 10 of 1998 on Banking, credit is defined as the provision of money or claims equivalent thereto, based on an agreement or loan contract between a bank and another party, which obligates the borrower to repay the debt within a specified period, along with the payment of interest (Kasmir, 2010). Standard form contracts in banking transactions often place debtors in a weaker bargaining position, thereby necessitating legal mechanisms to ensure substantive fairness between the parties (Collins, 2015). The imbalance of power inherent in standard contracts may undermine the principle of freedom of contract if not accompanied by adequate regulatory safeguards (Kessler, 2014). In civil law systems, the doctrine of freedom of contract is limited by considerations of fairness, public order, and good faith (Smits, 2015).

In general, credit agreements made by banks are stated in the form of standard agreements or standard contract forms whose clauses have been previously prepared by the bank and cannot be changed (Manurung et al., 2025). Accordingly, customers as prospective debtors are faced with a limited choice: either to accept all provisions contained in the agreement clauses or to reject the standard contract entirely. Prospective customers are not afforded the opportunity to negotiate or further discuss the terms and clauses proposed by the bank in order to obtain the desired outcome, namely access to credit. This condition arises because, within standard credit agreements, the bank as the creditor and the customer as the debtor do not occupy an equal bargaining position (Miru & Yodo, 2005). Nevertheless, standard agreements formulated by banks in credit arrangements are required to comply with the provisions set forth in Financial Services Authority Regulation (*Peraturan Otoritas Jasa Keuangan*/POJK) Number 6/POJK.07/2022 on Consumer and Community Protection in the Financial Services Sector, ensuring that the contents of such standard agreements normatively reflect a balance of rights and obligations between creditors and debtors.

Furthermore, in providing legal protection for the parties involved in credit agreements, banks are also required to manage credit risk. Legal protection in credit agreements should not be asymmetrical; both creditors and debtors are entitled to certainty, justice, and proportional risk allocation (Haentjens & de Gioia-Carabellese, 2016). According to the Basel Committee on Banking Supervision (BCBS), credit risk refers to the potential failure of a borrower or counterparty to meet its obligations in accordance with the agreed terms. Banks must manage credit risk across their entire credit portfolio while taking into account its interaction with other types of risk. Effective credit risk management therefore constitutes a crucial element in the overall performance and sustainability of banking institutions, as loans generally represent the largest and most significant source of credit risk for most banks (Ngurawan et al., 2021). One measure adopted by banks is the incorporation of insurance into credit agreements, including credit life insurance. Banks offer credit life insurance to debtors as a means of mitigating credit risk, particularly in the event that the debtor dies during the term of the credit agreement. Credit agreements that include insurance coverage are regulated under Financial Services Authority Regulation (POJK) Number 20 of 2023 concerning Insurance Products Associated with Sharia Credit and Financing as well as Suretyship or Sharia Suretyship Products.

However, the implementation of credit agreements that include credit life insurance is not without challenges. Applications for credit life insurance can only be submitted after the credit agreement has been executed by both the creditor and the debtor. At the same time, upon signing the credit agreement, the debtor is already subject to deductions for insurance premiums, even though the requirements and documentation for the credit life insurance application have not yet been fully completed (Mursid, 2018).

This happened in the case in Decision Number 46/PDT.G/2022/PN TPG. This case occurred between Rusnani (Plaintiff) against PT. Bank Perkreditan Rakyat Kepri Bintan (Defendant I), PT. Asuransi Jiwa Adisarana Wanaartha (Defendant II), and Notary Inggrid Priscillia, SH, M.Kn (Defendant III). In the process of disbursing credit funds, the bank immediately deducted a number of fees, including life insurance fees. Based on the deduction of the life insurance fee, the Plaintiff assumed that her husband had automatically been registered as a life insurance participant. However, it turned out that the bank had not completed the registration of the late Cun Hok as a life insurance participant due to the lack of documents from the late Cun Hok. The problem started to arise because on June 25, 2021, the late Cun Hok passed away. After receiving the death certificate on July 5, 2021, the heirs of the debtor wanted to make a claim for the credit life insurance paid by the debtor to the bank and the position was that the heirs did not know that the debtor had not submitted or fulfilled the documents as a condition of the insurance provisions, the heirs only knew that the debtor had paid a certain amount of money for credit life insurance costs.

The objectives of this study are first*,* to analyze the achievement of legal ideals realized by the judge in his decision on the case in the judge's decision Number 46/PDT.G/2022/PN TPG. *Second,* to analyze the legal protection provided through the judge's decision Number 46/PDT.G/2022/PN TPG for creditors and debtors. In achieving the objectives of this study, a type of normative legal research method is used, with a statutory approach, a case approach and a literature approach (Tan, 2021). The type of data used is secondary data consisting of primary legal materials, namely the Law on Banking, Financial Services Authority Regulations (POJK), and Civil Code.

2. Research Methods

This study employs a normative juridical research method because the legal issues examined arise from inconsistencies between the regulations governing credit agreements and the judicial considerations in Judge's Decision Number 46/Pdt.G/2022/PN TPG. The normative juridical approach allows the researcher to analyze legal norms, doctrines, and principles related to the balance of legal protection between creditors and debtors, especially in the context of standard credit agreements and the implementation of credit life insurance. To achieve this, the study uses several approaches, namely the statutory approach, by examining the Banking Law, the Civil Code, POJK Number 6/POJK.07/2022 concerning Consumer and Community Protection in the Financial Services Sector, and POJK Number 20 of 2023 concerning Credit Life Insurance and Suretyship Products; the case approach, by analyzing the legal considerations and implications contained in Judge's Decision Number 46/Pdt.G/2022/PN TPG; and the literature approach, through reviewing books, journals, and doctrinal writings related to credit agreements, standard contracts, credit risk, and legal protection theory. The legal materials used consist of secondary data, including primary legal materials such as statutory regulations, court decisions, and authoritative documents; secondary legal materials such as academic literature and expert commentary; and tertiary legal materials such as legal dictionaries and encyclopedias. All legal materials are collected through document study and literature review, then analyzed qualitatively by interpreting relevant legal norms and comparing them with the judge's reasoning to determine whether the decision fulfills the elements of legal ideals justice, certainty, and utility while evaluating the adequacy of legal protection provided to both creditors and debtors. The analysis further identifies normative gaps and supports the formulation of recommendations, including the importance of involving heirs in credit agreements to prevent legal uncertainty in future cases.

3. Results and Discussion

3.1. Achievement of Legal Ideals Realized by Judges in Their Decisions on Cases in Judge's Decision Number 46/PDT.G/2022/PN TPG

The Republic of Indonesia upholds the rule of law and is therefore recognized as a state governed by law, as mandated by Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which stipulates that "the Republic of Indonesia is a state of law." Consequently, all aspects of social and state life in Indonesia are regulated by legal norms. The law is expected to function as an instrument that provides the greatest possible sense of justice for those who see (Noya & Walakutty, 2022). Law serves as a means of protecting human interests, and such protection can only be achieved through the effective implementation of the law. Legal implementation may occur in an orderly and peaceful manner, but it may also arise as a response to violations of legal norms, in which case the law must be enforced. Through the process of law enforcement, legal norms are transformed into practical reality. In enforcing the law, three fundamental elements must always be taken into account, namely legal certainty (*rechtssicherheit*), utility or expediency (*zweckmäßigkeit*), and justice (*gerechtigkeit*), as articulated by Gustav Radbruch in his doctrine of *Idee des Rechts* (Legal Ideals) (Hakim, 2017). The principle of legal certainty requires courts to respect the binding force of contracts lawfully entered into by the parties (Zimmermann, 2018).

Since the early development of legal theory and philosophy, particularly following the doctrine of the legal ideal (*Idee des Rechts*) formulated by Gustav Radbruch and cited by Sudikno Mertokusumo and Pitlo (1993), three essential elements of the legal ideal must exist in proportional balance, namely legal certainty (*Rechtssicherheit*), justice (*Gerechtigkeit*), and utility or expediency (*Zweckmäßigkeit*). These three elements should be integrated harmoniously into a judge's legal reasoning to ensure a balanced and comprehensive application of the law. Within the judicial system, judges occupy a crucial role as enforcers of law and justice. Their primary responsibility is to examine, evaluate, and adjudicate cases based on the facts and evidence presented in court. In performing their duties, judges are not only expected to apply the prevailing legal provisions, but are also required to explore and consider the values of justice that exist and develop within society (Noormansyah, 2006).

The role of judges in realizing legal ideals includes: Judges are expected to realize three fundamental elements in their decisions, namely legal certainty, justice, and utility (Simandjuntak & Sarumaha, 2024). Legal certainty requires judges to render clear, consistent, and firm rulings that provide certainty for the parties involved, are based on applicable legal provisions, and are capable of conclusively resolving disputes without giving rise to new legal or social issues. Justice in judicial decisions must be understood not only from a formal legal perspective, but also from moral and social dimensions, so that judges are able to align their rulings with the values of justice recognized by society and ensure that decisions reflect a sense of public fairness. In addition, judicial decisions must also provide utility or benefit, meaning that they should be practically enforceable, deliver advantages to the parties concerned, and have a positive impact on the broader public interest.

Case No. 46/Pdt.G/2022/PN Tpg began with a lawsuit filed by the heirs of the late Cun Hok on behalf of Rusnani against PT Bank Perkreditan Rakyat Kepri Bintan, PT Asuransi Jiwa Adisarana Wanaartha (Wana Artha Life), Inggrid Priscillia, S.H., M.Kn. The Debtor and PT BPR Kepri Bintan signed a Credit Agreement No. 54 dated January 20, 2021, with a KSG (Multipurpose Credit) facility of Rp. 650,000,000, - (six hundred and fifty million rupiah) which was deducted from the Credit Agreement Administration fees, other fees, and life insurance fees, so that the Debtor received Rp. 600,455,556, - (six hundred million four hundred and fifty-five thousand five hundred and fifty-six rupiah), with collateral in the form of 1 (one) unit of land and building. The debtor receives an Account Book which contains information on life insurance and fire insurance costs, the insurance party appointed is PT Asuransi Jiwa Adisarana Wanaartha (Wana Artha Life).

On June 25, 2021, the Debtor passed away, the Heirs came to the bank to collect the Certificate of Ownership guaranteed by the Debtor, but the Bank refused because the Debtor's credit had not been registered for insurance, because until the Debtor passed away there were problematic documents in the form of business ownership documents because in the Statement Letter No. SPD 0000001 dated January 20, 2021 signed by the Debtor, he claimed to be the Owner of the Sindo Pratama Shop, but in the NIB (Business Identification Number) the Sindo Pratama Shop did not belong to the Debtor but was owned by Kui Moi and some had not been completed by the Debtor, the Bank asked the Debtor to complete these requirements, but they were not completed until the Debtor passed away on June 25, 2021, so the Debtor's Credit had not been insured, so the debt of Rp. 617,307,891, - (six hundred seventeen million three hundred seven thousand eight hundred ninety-one thousand rupiah) became the responsibility of the Heirs.

The heirs did not accept having to bear the burden of the Debtor's debt because they never received notification from the bank about the lack of documents for the insurance installation requirements. The heirs felt that there was an error in the Insurance Installation procedure carried out by the bank so that the Plaintiff filed a lawsuit with the Tanjung Pinang District Court, at the trial the Bank stated that the Debtor's Insurance installation was still in process and had not been completed by the Insurance because there was missing data in the form of: Annual Tax Returns for the Shop and Personal belonging to the late Cun Hok, PT Asuransi Jiwa Adisarana Wanaartha (Wana Artha Life) stated that the Debtor was not an Insurance participant and not a Life Insurance Policy holder, the requested complete documents were not completed by the Debtor so that the insurance policy premium funds were pending until the requirements were complete.

The Panel of Judges in the lawsuit case No. 46/Pdt.G/2022/PN Tpg decided that the Bank had committed an Unlawful Act and ordered the Bank to return the Certificate of Ownership of the Collateral Object of the Late Cun Hok to the Heirs, because there was negligence on the part of the Bank in not implementing the principle of prudence by not conducting an in-depth analysis of the prospective Debtor before granting Credit, the Bank should have known from the start that the documents submitted by the Debtor were problematic where the Debtor was not the owner of the Sindo Pratama shop so that the Insurance party's request to complete the NIB, SPT and BP files of the Sindo Pratama shop was not fulfilled, and when the Debtor died the Insurance Party could not cover the Debtor's credit because the Debtor had not been registered as a credit life insurance participant.

First Decision Study Number 46/Pdt.G/2022/PN Tpg. From the aspect of legal certainty, in this case, the credit agreement made between the bank and the debtor does not include a credit life insurance clause. This is in accordance with the agreement between the bank and the debtor. However, the debtor agreed for the bank to complete it with credit life insurance so that the bank registered/registered the debtor's credit life insurance with the insurance party and every month, the bank made deductions from the credit life insurance policy premium for the debtor. However, over time, the debtor did not complete the documents, terms and conditions required for insurance until the debtor died.

The court ruling won the debtor's heirs and declared the bank guilty of negligence in the credit agreement because it did not ensure the validation of the debtor's participation in the credit life insurance. Then the bank must return the debtor's land certificate. In this case, the judge's decision does not provide legal certainty because the credit agreement that has been agreed to by the bank and the debtor should have become a law or law for the creditor and the debtor. If referring to the credit agreement that the parties have agreed to, there is no clause regarding credit life insurance. Therefore, in terms of legal certainty, the bank should also not be blamed on the grounds of negligence because based on the credit agreement, there is no provision for credit life insurance. Therefore, the debtor's heirs should be the ones charged with being able to pay off the remaining debt of the deceased debtor to the bank. In addition to the judge's decision, OJK regulations also do not have legal certainty because until now there have been no provisions in OJK regulations that regulate in detail the technicalities of credit life insurance. In fact, this credit life insurance is very important to be applied in credit agreements in providing legal protection for both debtors and creditors. Because, the credit guarantee provided and the legal basis regarding the responsibility of the debtor's heirs in paying off the debtor's debt if he dies also experience various weaknesses in terms of substance and implementation, so that the existence of credit life insurance provisions in the credit agreement becomes one way to provide legal protection.

From the aspect of legal justice, from the perspective of legal justice, the court's decision does not fully reflect a fair balance between the parties, as the judge primarily positioned the debtor as the party requiring protection. This approach is understandable given that Indonesian legal frameworks including OJK regulations, the Civil Code, and the Consumer Protection Law strongly emphasize debtor protection. However, it should also be recognized that both parties to a credit agreement possess equal legal standing, particularly when the bank, as the creditor, applies a standard agreement in compliance with OJK regulations. In such circumstances, the substance of the standard credit agreement is designed to allocate rights and obligations in a balanced manner. Regulatory intervention in standard contracts is justified only insofar as it restores equilibrium without negating contractual autonomy (Eisenberg, 2019).

It should also be noted that it is true that bargaining power in a credit agreement is on the bank's side. However, this only occurs when the credit agreement begins. While when the credit agreement has been signed, it seems as if the bargaining power has shifted to the debtor because at this stage, the bank only expects good faith from the debtor in paying off his debt properly. Therefore, in this case, the rights that must be considered are not only the debtor but also the creditor as a party to the agreement. In this judge's decision, it does not reflect justice for the bank because the fault lies with the debtor who did not fulfill the documents required in the insurance application. Fulfillment of these documents is the obligation of the debtor, not the bank.

The bank has cut the insurance premium costs from the start because the bank holds the principle of good faith from the debtor and trusts the debtor to complete the insurance documents so that this credit agreement can be protected through credit insurance. And the submission of credit life insurance can only be carried out if there is a credit agreement. Therefore, the judge's decision in this case does not reflect a sense of justice because the consideration in providing protection for the debtor as a consumer is greater than for the creditor. In addition, positive law in Indonesia also shows the same thing. This is also evident from the results of interviews with the bank that both OJK regulations, the Civil Code and the Consumer Protection Law tend to only provide protection for debtors.

From the aspect of legal benefits, in terms of legal benefits, the judge's decision in this case only provides benefits to the debtor's heirs. Meanwhile, the bank as the creditor actually experiences a great loss because it does not receive any responsibility from the debtor's heirs and also the insurance party. So, the judge's decision on this case is "win and lose" and only provides benefits to the debtor's heirs in full.

3.2. Legal Protection Provided Through Judge's Decision Number 46/PDT.G/2022/PN TPG for Creditors and Debtors

Banking plays a crucial role in the economy, particularly in facilitating the provision of credit to the public (Nugroho, 2022). Banks act as creditors or as one of the parties in credit agreements. However, the regulatory framework in Indonesia primarily emphasizes legal protection for debtors as customers or consumers, while in principle all parties to an agreement should be afforded balanced rights and obligations, including equal legal protection. Credit risk management, including the use of credit life insurance, serves as a legal and financial instrument to protect banking stability (Nisa et al., 2024).

Banking credit agreements are generally formulated as standard contracts, in which banks appear to possess stronger bargaining power than debtors, as the terms and conditions of the agreement are drafted unilaterally without involving debtors in determining the contractual clauses. Such standard agreements originate from the principle of freedom of contract as regulated in the Civil Code. However, the freedom of contract referred to does not imply absolute freedom that disregards the balance of rights and obligations between the contracting parties. The principle of freedom of contract can only achieve its intended purpose namely, the realization of optimal welfare when the parties involved possess relatively equal bargaining power (Rofi et al., 2017). Effective legal protection in banking law presupposes a balanced approach that recognizes both the vulnerability of consumers and the legitimate interests of financial institutions (Cranston, 2016).

This principle is further regulated and reinforced through Financial Services Authority Regulations (POJK), which emphasize that the contents of banking credit agreements formulated as standard contracts must comply with the provisions stipulated in the POJK, particularly by ensuring a balanced consideration of the rights and obligations of both creditors and debtors. This reflects the notion that the legal positions of creditors, namely banks, and debtors should be equal and balanced. Accordingly, if debtors are entitled to legal protection, banks as creditors must likewise be afforded legal protection.

However, Indonesian regulations predominantly govern legal protection for debtors as customers or consumers. Law Number 8 of 1999 on Consumer Protection (UUPK) provides for the protection of consumer rights, including those of bank customers. Article 19 of the UUPK stipulates that business actors are obligated to provide compensation to consumers in the event of a breach of the agreed contract (Santoso, 2020). In this case, only protection for consumers or in banking is mentioned, customers.

Moreover, Law Number 10 of 1998 on Banking regulates various aspects of banking activities, including mechanisms for dispute resolution between banks and customers. Provisions concerning customer obligations are, among others, set forth in Article 8, which governs the obligation of customers to repay their debts. Nevertheless, this law does not explicitly stipulate legal protection for banks against the consequences of customer default. Sanctions such as penalties or confiscation are generally provided for in the credit agreement as agreed by the parties. This arrangement is consistent with Article 1338 of the Civil Code (KUH Perdata), which affirms that a lawfully concluded agreement has binding force equivalent to law for the parties involved (Aurelia et al., 2025).

With regard to civil legal protection, reference may be made to Isaneni's Legal Protection Theory, which emphasizes that legal protection, when analyzed based on its source, can be divided into two forms, namely external legal protection and internal legal protection. The essence of internal legal protection lies in the protection that is formulated by the parties themselves in the process of entering into an agreement. In drafting the contractual provisions, the parties seek to accommodate their respective interests on the basis of mutual consent. Potential risks are anticipated and minimized through clauses agreed upon by both parties, so that such provisions provide balanced legal protection grounded in consensus. Consumer protection law in the financial sector must be interpreted in harmony with contract law to avoid unjustified discrimination against creditors (Howells, 2015).

Internal legal protection can only be effectively realized when the parties occupy relatively equal positions, in the sense that they possess balanced bargaining power. Under such conditions, the principle of freedom of contract allows the parties to freely express and accommodate their respective interests within the agreement.This pattern is used as a basis when the parties draft the provisions of the articles in the agreement, so that the legal protection of the parties can be realized clearly on the initiative of the parties. Meanwhile, external legal protection stipulated by the government in the form of regulations for the interests and needs of the weak party, as the core of the provisions of the regulations that cannot be biased and one-sided, is proportionally required to provide fair legal protection to the other party (Aruan, 2024).

Referring to Judge's Decision Number 46/PDT.G/2022/PN TPG, the judge ruled in favor of the plaintiff, namely the debtor's heirs, because according to the judge, this was a mistake by the bank that had previously deducted the insurance premium, even though the debtor had not completed the requirements and documents for submitting the insurance, so according to the judges, the bank was negligent in this matter. In fact, the POJK does not explicitly regulate technical matters regarding how to complete the requirements and documents for submitting a good credit life insurance application. Meanwhile, in submitting credit life insurance to the insurance party, there must be a basis and foundation, namely a credit agreement, and for the credit agreement to be issued, the bank and the debtor must first sign the credit agreement, which when the credit agreement is signed by the parties, there are already provisions in the Credit Approval Notification Letter (SPPK) which contains the amount of the insurance premium deduction charged to the debtor. Judicial decisions that overly prioritize debtor protection risk eroding legal certainty and predictability in commercial transactions (Wilhelmsson, 2004).

Based on the Civil Law Protection Theory associated with Judge's Decision Number 46/PDT.G/2022/PN TPG, internal legal protection in the form of regulations in standard agreement clauses has been regulated and mutually agreed upon between debtors and creditors regarding the inclusion of credit life insurance in the credit agreement. To apply for credit life insurance, there must be a basis for a credit agreement first so that the bank has deducted the credit life insurance premium in advance and the debtor is asked to complete the requirements required in applying for credit life insurance. Therefore, the parties who have agreed regarding the inclusion of credit life insurance in the credit agreement must in good faith fulfill their respective rights and obligations, for example the debtor's obligation to submit the requirements for applying for credit life insurance. However, what happened was that the debtor had died before the requirements for applying for the insurance were completed.

Then the debtor's heirs felt that the bank had cut the insurance premium, so the debtor's heirs felt that the bank was the one who should be responsible in this case and the judges decided that the bank was guilty because it was considered to have committed an unlawful act. This certainly does not reflect the existence of legal protection for the bank because the credit agreement that has been agreed upon between the creditor and the debtor includes credit life insurance where the requirements for submitting credit life insurance will be completed by the debtor after both parties have signed the credit agreement. The heirs do not know anything about this because the heirs are not involved as parties who know the contents of the credit agreement. In fact, the agreement that has been agreed upon between the creditor and the debtor is law for those who have made it as regulated in Article 1338 paragraph (1) of the Civil Code.

Then regarding external protection in the form of legal regulations made by the government, Indonesia already has technical regulations that explicitly regulate credit agreements that include insurance as regulated in POJK Number 20 of 2023. However, learning from Judge's Decision Number 46/PDT.G/2022/PN TPG, POJK Number 20 of 2023 must also be revised, namely that there needs to be a regulation that stipulates that the debtor's heirs must participate in the credit agreement made between the bank and the debtor. This is necessary to anticipate if the debtor dies, the heirs know exactly the contents of the credit agreement and to what extent the debtor has completed all the requirements in applying for credit life insurance, so that it is hoped that external legal protection can also be provided for the parties in the credit agreement, both for the bank and the debtor.

4. Conclusion

A credit agreement is an agreement made between a creditor, namely a bank, and a debtor in the form of a standard agreement in accordance with the principle of freedom of contract. However, the meaning of freedom of contract is not unlimited freedom, so credit agreements made unilaterally by the bank must consider the balance between the rights and obligations of the parties in the standard agreement. In a credit agreement, it is not uncommon for the bank and the debtor to also include credit life insurance in it. However, the problem is that the application for credit life insurance can only be made if the parties have signed the credit agreement. In this case, the bank has made details of the credit funds provided and the insurance premium deductions charged to the debtor, while the debtor is still periodically completing the requirements for applying for credit life insurance. This happened in the case of Judge's Decision Number 46/PDT.G/2022/PN TPG where the debtor died while the requirements for applying for credit life insurance had not been completed. So, the heirs sued the bank and the judges ruled in favor of the heirs and considered the bank to have committed an unlawful act. Through the judge's decision, it can be concluded that the judge's decision does not reflect a sense of certainty, justice and legal benefits for the parties, especially for the bank. Therefore, there needs to be internal protection, namely that in the future, the bank can involve the heirs in the credit agreement made between the bank and the debtor. As well as external protection that can be carried out in the form of a revision of the POJK which regulates the obligation to involve heirs in credit agreements made between the bank and the debtor.

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