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IMPLEMENTATION OF CLOSING AND DISBURSEMENT OF THE INTERNATIONAL TRAVEL INSURANCE POLICY IN RELATION WITH COVID-19 DISEASE

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IMPLEMENTATION OF CLOSING AND DISBURSEMENT OF THE INTERNATIONAL TRAVEL INSURANCE POLICY IN RELATION WITH COVID-19 DISEASE

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Abstract

In life, one is always faced with uncertain risks. In the case of the COVID-19 pandemic, a person traveling abroad for business or tourism purposes has the risk of being infected with COVID-19. One of the efforts that one can make to minimize the risk of being infected with the COVID-19 is to transfer the risk to the Insurer by registering with an Insurance Company to get a Travel Insurance. The COVID-19 International Travel Insurance provides a guarantee of protection to someone traveling internationally from the risk of being infected with the COVID-19 so that the trip becomes comfortable, safe, and without worry. The issues to be discussed in this study include the form of liability of the Insurer to the Insured who is infected with COVID-19 and the process of claiming the COVID-19 International Travel Insurance. The purpose of conducting this research is to find out how the accountability of the Insurer to the Insured who is infected with COVID-19 is executed, and how the process for claiming COVID-19 International Travel Insurance is conducted. The analytical method used in this thesis is qualitative analysis which aims to determine the importance of clause specifications on Travel Insurance Policies, as well as the importance of writing the Insurance Policies using words, phrases, and sentences that are clear and easily understood by the prospective Insured so that there are no differences in interpretation. The results of the research conducted by the author produce conclusions in the form of as follows: 1. The coverage benefits that will be provided by the Insurer to the Insured who is infected with COVID-19 will be provided in accordance with what is stated in the COVID-19 International Travel Insurance Policy clause. However, in the Insurance Policy, there is no clause that clearly and in detail explains the limits of coverage that will be borne by the Insurer; 2. The insured who tests positive for COVID-19 while traveling abroad can submit the COVID-19 International Travel Insurance claim to the Insurer. The stages of filing a claim consist of reporting to the Insurance Company while still in the territory of the insured country, filling out a claim form, and preparing claim documents and supporting documents.

Keywords: COVID-19, international travel insurance, insurance policy, claim, liability

Abstrak

Introduction

People always face risks when living their lives, especially when traveling internationally for the purpose of either business or tourism during the COVID-19 pandemic. For this reason, they will take precautions to avoid the risk of being infected with COVID-19 by preparing extra protection so as not to cause harm to themselves or those around them. An act of extra protection against the potential for infection with COVID-19 when traveling internationally is by registering with an Insurance Company to transfer the cost risks.1

During the COVID-19 pandemic, a person who is going on an international trip should register with an Insurance Company to get the COVID-19 Travel Insurance so that he or she can transfer the costs that will be incurred if infected with COVID-19 while abroad to the Insurance Company. Travel Insurance is an insurance that provides facilities in the form of protection to the Insured while traveling both domestically and abroad (international). The marketing of COVID-19 International Travel Insurance products is carried out online so that the prospective Insured must really pay attention to the clauses listed in the Insurance Policy.

Prior to closing the insurance, the prospective Insured must apply the principle of the utmost good faith by disclosing all material facts that may affect the rejection or acceptance of the proposed insurance coverage application. However, the principle of the utmost good faith must also be applied by the Insurer by asking questions to explore material facts from the prospective Insured. Based on the facts and information disclosed by the prospective Insured, the Hazard that influences the decision to accept or reject insurance coverage will be determined, to specify the value of the insurance premium to be paid, as well as the possible risks that will be borne by the Insurance Company.2 After closing the insurance, the Insured must read and pay attention to the COVID-19 International Travel Insurance Policy carefully and thoroughly, especially the benefits section of the COVID-19 coverage and the sum insured that will be provided by the Insurer when disbursing the policy.

The coverage benefits that will be provided by the Insurer are related to COVID-19 disease. For this reason, specifications are needed regarding the clause related to the limits of the Insurer's coverage for COVID-19 that the Insured suffers during the trip. However, until now there is no clause that regulates clearly and in detail regarding the limits of coverage that will be given by the Insurer, but only limited to the Peril, namely the COVID-19 disease or the Insurer will provide compensation to Hazards which can increase the risks of severe symptoms of COVID-19, such as comorbidities. In addition, there is no clause that explains the incubation period of COVID-19. Moreover, the difference in procedures regarding how to submit a claim for the benefits of coverage for COVID-19 has not

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yet been stated in the policy. The specification of the clauses in the COVID-19 International Travel Insurance Policy is very important because it will affect the acceptance or rejection of the application for disbursement of the insurance policy submitted by the Insured at a later date.

Based on the background that has been stated, the main issues that will be discussed by the author in this study are to find out how the accountability of the Insurer for the Insured who is infected with COVID-19 is taken and how the process for claiming the COVID-19 International Travel Insurance is conducted. It is hoped that this research can produce general objectives to provide information for readers regarding the implementation of the closing and disbursement stages of an International Travel Insurance Policy in connection with COVID-19 disease.

Theoretical Review

Travel Insurance is an Insurance Agreement between the Insured and the Insurer, wherein the Insurer will provide facilities in the form of protection to the Insured against all unexpected events and the risk of financial loss that can occur when traveling for business, work, or tourism both domestically and internationally.\(^3\) Travel Insurance is included in the type of loss insurance that transfers the risks of losses that can be valued in money due to unexpected events from the Insured to the Insurer. The Insured who has Travel Insurance does not need to worry if an event occurs that can cause him/her financial losses because the Insurer will provide compensation to the Insured for the losses he/she experiences during the trip. The compensation given by the Insurer is in the form of returning the Insured's financial condition to its initial state in accordance with the application of the principle of indemnity.

COVID-19 International Travel Insurance as one of the Insurance Products that provides protection against the risk of loss that can be experienced by the Insured when traveling internationally. Arrangements regarding insurance products and insurance marketing are regulated in the Financial Services Authority Regulation Number 23/POJK.05/2015 concerning Insurance Products and Marketing of Insurance Products (POJK 23/2015), and for further explanation can be found in the Circular Letter of the Financial Services Authority of the Republic of Indonesia Number 19/SEOJK.05/2020 concerning Marketing Channels for Insurance Products (SEOJK 19/2020).

Research Method

The form of research that will be used in this study is the normative juridical research method, namely legal research conducted by examining literature materials or mere secondary data.\(^4\) In this study, the author conducted a literature study based on reading materials originating from legal literature, such as books, legal journals, and several laws and regulations. The typology in the research conducted by the author is descriptive. This study aims to accurately describe the nature of an individual, a condition, a symptom or a certain group, or to determine the frequency of a symptom.\(^5\) In this study, the types of secondary data that are used originate from literature studies and library materials in the form of laws and regulations and readings related to insurance law.

The author uses types of legal materials collected through secondary data derived from library materials\(^6\), among others are Primary Legal Materials, Secondary Legal Materials, and Tertiary Legal Materials.

a. Primary Legal Materials

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Primary legal materials are legal materials that have a binding power to the community or interested persons to be used as the main source of research. In this study, the author will use several primary legal materials, such as:

1. Civil Code (KUHPerdata);
2. The Commercial Law Code (KUHD);
3. Law Number 40 of 2014 concerning Insurance (Insurance Law);
4. Regulation of the Financial Services Authority Number 23/POJK.05/2015 concerning Insurance Products and Marketing of Insurance Products (POJK 23/2015);

b. Secondary Legal Materials
Secondary legal materials are legal materials that provide information or matters relating to the content of primary legal materials and how they are implemented. In this study, the author uses secondary legal materials, such as International Travel Insurance Policies, books, journals, papers, articles, theses, and other literature relating to insurance law.

c. Tertiary Legal Materials
Tertiary Legal Materials are legal materials that provide instructions or explanations related to primary and secondary legal materials. In this study, the author uses tertiary law materials, such as Kamus Besar Bahasa Indonesia, Black’s Law Dictionary, and encyclopaedias.

The method of data analysis used in this study uses qualitative methods carried out based on ways of looking at the process of the object of research. The author collects data in such a way that the analysis can be carried out on the object of research down to its components.

Research Findings

In the research conducted, the author finds differences in views between the insurer and the insured regarding the limits of coverage that the insurer will provide to the insured who tests positive for COVID-19 while traveling abroad. COVID-19 cannot be separated from the comorbid illness that the insured has, which might exacerbate the symptoms of COVID-19 and make treatment and medical costs more expensive because of the drugs the insured must take. However, there is no clause in the COVID-19 Travel Insurance Policy which specifically and clearly regulates the limits of coverage related to comorbidities. Differences in views regarding the limits of coverage related to comorbidities are also supported by the absence of questions about the condition of the insured and the health of the insured when carrying out the underwriting process. Therefore, it cannot be denied that Peril and Hazard from the COVID-19 disease can affect the Insurer's liability for the Insured who tests positive for COVID-19 during international travel.

Such differences of opinions may lead to rejection of claims submitted by the Insured at a later date. The author conducted interviews with 3 (three) sources who could provide information regarding the rejection of COVID-19

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8 Mamudji, et al., Metode Penelitian dan Penulisan Hukum…, p. 31.

9 Ibid.
International Travel Insurance claims due to differences in views. The results of interviews conducted with informants are as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Sources</th>
<th>Insurance company</th>
<th>Place and Time</th>
<th>additional information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>C</td>
<td>PT Z</td>
<td>Thursday, November 10, 2022, at Residence 8 Senopati</td>
<td>COVID-19 International Travel Insurance Policy Holder</td>
</tr>
<tr>
<td>2.</td>
<td>D</td>
<td>PT Y</td>
<td>Friday, November 11, 2022, by phone</td>
<td>Insurance agent</td>
</tr>
<tr>
<td>3.</td>
<td>E</td>
<td>PT X</td>
<td>Monday, November 21, 2022, by phone</td>
<td>Insurance agent</td>
</tr>
</tbody>
</table>

1. **Findings from interview with C**
   C, the COVID-19 International Travel Insurance Policy Holder at PT Z, went on a work trip to France with the coverage period starting on July 1, 2022, and ending on July 10, 2022. C purchased return flight tickets to and from France through an online travel agent. The ticket purchase includes the COVID-19 International Travel Insurance from PT Z. Based on the results of the RT-Antigen which was carried out independently on 2 July 2022 it stated that C was infected with COVID-19. As a result, C had to self-isolate in France. C decided to buy medicine and vitamins independently so that the symptoms of COVID-19 he was experiencing diminished. On July 5, 2022, C again carried out an independent RT-Antigen check with results stating negative for COVID-19. C returned to his work trip and returned to Indonesia on July 10, 2022, according to the itinerary. On July 13, 2022, C contacted the COVID-19 International Travel Insurance or PT Z to report that he was infected with COVID-19 while in France and submitted a claim for the cost of the drugs and vitamins he purchased accompanied by a photo of a positive RT-Antigen result. However, PT Z rejected the claim submitted by C due to the requirement of the claim document attached by C in the form of an independent RT-Antigen result, not a COVID-19 diagnosis issued by a doctor or authorized authority. C who purchased airplane tickets including the COVID-19 International Travel Insurance did not know that PT Z only bore the costs of isolation, quarantine and COVID-19 treatment costs if the Insured is tested positive based on the results of an RT-PCR examination carried out by a doctor or an authorized authority.

   The rejection of the COVID-19 International Travel Insurance claim submitted by C to PT Z was due to C's ignorance that PT Z only compensated for the COVID-19 disease as evidenced by test results issued by a doctor or authorized agency. C as a layperson who purchased Travel Insurance through an intermediary was unaware of this. During the underwriting process, C was only asked to fill in personal data and travel information. C only knew that PT Z would provide compensation if C tested positive for COVID-19 when traveling abroad.10

2. **Findings from interview with D**
   The difference of opinion between the Insured and the Insurer was also experienced by B as the Policyholder of

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the COVID-19 International Travel Insurance at PT X. B was traveling to the United Kingdom from October 15, 2022, to October 24, 2022. When he returned to Indonesia on October 25, 2022, B did an RT-Antigen independently and the result stated positive for COVID-19. Based on this result, B filed a COVID-19 International Travel Insurance claim against PT X because he assumed that he had been exposed to COVID-19 while in England. Considering that the incubation period for COVID-19 is one to fourteen days, and generally the symptoms of COVID-19 appear on the fifth day\(^\text{11}\), B submitted a claim on the grounds that he had been exposed in England and had already felt symptoms of fever and cough before returning to Indonesia.

The claim was rejected by PT X in view of the fact that B only filed a claim when he was already in Indonesian territory or his country of origin. In PT X's COVID-19 International Travel Insurance Policy there is a clause stating that "The insured area for the benefits of COVID-19 only applies outside Indonesia." B merely understood that PT X's COVID-19 International Travel Insurance Policy would be applied and expired according to the date stated in the Insurance Policy, which means active when the Insured travels abroad and expires when the Insured arrives in the home country. B did not comprehend when the claim must be made, whether while still in the destination country or when returning to Indonesia\(^\text{12}\), as PT X’s Insurance Policy in the Claim Procedure said that "claims can be submitted a maximum of 30 (thirty) calendar days from the date the incident occurred which causes claim." \(^\text{13}\)

3. **Findings from interview with E**


\(^\text{12}\) Interview with D, PT X’s Insurance Agent, November 11, 2022.

\(^\text{13}\) PT X, The Insurance Policy of PT X Travel Insurance, p. 39.
Discussion

1. Insurer’s Liability for Insured Persons Infected with COVID-19

Based on the several cases of rejection of the claims above, it is discernible that there is no clause in the COVID-19 International Travel Insurance Policy which regulates clearly and in detail the limits of the Insurer's liability for comorbidities related to COVID-19 that the Insured suffers from while traveling abroad. The coverage benefits provided by the Insurer to the Insured who submits a COVID-19 International Travel Insurance claim are limited to Peril, namely COVID-19 disease. The Insurer does not provide compensation to the Insured who has comorbidities as Hazard which increases the risk of severe symptoms of COVID-19.

Meanwhile, there is no clause containing explanations regarding the incubation period of COVID-19 which create confusion for the Insured exposed to COVID-19 abroad and testing positive for COVID-19 when arriving in Indonesia, whether this is included in the liability borne by the Insurance Company or not. With the existence of a clause that regulates the incubation period of COVID-19, the Insured could comprehend the limits of liability that would be borne by the Insurance Company during the process of disbursing the COVID-19 International Travel Insurance Policy.

Moreover, the COVID-19 International Travel Insurance Policy does not also have a clause that regulates the time limit for reporting and submitting claims against the COVID-19 illness suffered by the Insured while traveling abroad. The insured does not have the faintest idea that submitting a claim for costs incurred due to COVID-19 illness, such as medical and nursing expenses must be made while still in the territory of the destination country listed in the COVID-19 International Travel Insurance Policy, while on the way back to Indonesia, or before coverage period is over.

Furthermore, the COVID-19 International Travel Insurance Policy at either PT X or PT Y also does not have a clause that regulates the time limit for reporting and submitting claims against the COVID-19 illness suffered by the Insured while traveling abroad. The insured has no knowledge that submitting a claim for costs incurred due to COVID-19 illness, such as medical and nursing expenses must be made while still in the territory of the destination country listed in the COVID-19 International Travel Insurance Policy, while on the way back to Indonesia, or before coverage period is over.

14 Interview with E, PT Y Insurance Agent, November 21, 2022.
so that it can lead to different views between the Insured and the Insurer, so it is not in accordance with Article 19 paragraph (1) POJK 23/2015 which states that "Policy Insurance must be written clearly so that it is able to be read easily and understood by the policyholder, the insured or the participants." This is supported by the Insured as a layman having difficulties understanding the contents of the Insurance Policy relating to the coverage benefits guaranteed by the Insurer. The contents of the COVID-19 International Travel Insurance Policy which use words, phrases or sentences that are confusing are not in accordance with Article 3 letter b of POJK 23/2015 because it makes it difficult for the Insured to obtain his rights from the Insurer. The Insurer should write down the contents of the Insurance Policy using words, phrases or sentences that are easy for the Insured to understand so that there are no differences in interpretation that have the potential to cause rejection of the Insured's claim at a later date.

2. Claim Process for COVID-19 International Travel Insurance

As for the insured testing positive for COVID-19 while traveling abroad, they could apply for an opening of insurance in the form of a claim to the insurer for risks that might occur. The insured must first pay attention to the provisions contained in the COVID-19 International Travel Insurance Policy before submitting a claim to the Insurer. The mechanism for the COVID-19 International Travel Insurance claim process refers to the method specified in the Insurance Policy.

To submit a claim, the Insured must first notify the Insurer by reporting that he has contracted COVID-19 while abroad. This report must be made by contacting the Insurer either by telephone or electronic mail before the Insured returns to the home country or before the end of the coverage period. Meanwhile, the COVID-19 International Travel Insurance Policy does not have a clause stating that a report must be made in advance to the Insurer while still in the geographical area of the insured country, namely before the Insured returns to Indonesia or before the coverage period ends. In the COVID-19 International Travel Insurance Policy there is only a clause stating the following:

"Claim Procedure:
1. You or your legal representative must notify us in writing no later than 30 (thirty) calendar days from the date of the incident giving rise to the claim occurred; and
2. You must submit the required claim documents no later than 90 (ninety) calendar days from the date of the incident giving rise to the claim occurred.

If you are unable to submit claim documents within the specified time limit due to reasonable reasons, we can give the deadline for submitting documents up to 180 (one hundred and eighty) calendar days from the time the incident giving rise to the claim occurred."

Based on this clause, it is discernible that the period of time for the Insured to notify the Insurer by providing a report of himself being infected with COVID-19 while traveling abroad is 30 (thirty) calendar days after being tested positive for COVID-19 by an authorized doctor. The time limit for submission of claim documents and supporting documents is a maximum of 90 (ninety) calendar days after being tested positive for COVID-19.

The same thing also applies to the COVID-19 International Travel Insurance marketed by PT Y where the COVID-19 International Travel Insurance Policy is activated on the date of the start of the trip when the Insured leaves Indonesia or when he is no longer in Indonesian territory. The Insurance Policy will end when the travel date is over, i.e., the Insured has returned to Indonesia and is in Indonesian territory. However, according to the explanation

15 Regulation of the Financial Services Authority Concerning Insurance Products and Marketing of Insurance Products, POJK Number 23 of 2015, LN of 2015 No. 287 TLN No. 5770, hereinafter referred to as POJK 23/2015, Article 19 paragraph (1).
16 POJK 23/2015, Article 3 letter b.
17 Interview with D, PT X’s Insurance Agent, November 11, 2022.
from PT Y’s Insurance Agent which stated that there is an exception for COVID-19 International Travel Insurance claims, namely that the claim must be made while still in the destination country or when returning to Indonesia. This exception is not listed in the COVID-19 International Travel Insurance Policy as it will be notified to the Insured if the Insured asks the Insurer the geographical area regarding the submission of a COVID-19 International Travel Insurance claim.19

Based on the analysis above, both in the COVID-19 International Travel Insurance Policy for PT X and PT Y, there is no clause that regulates exceptions to claim procedures for COVID-19 coverage benefits. Notification from the Insured to the Insurer that the Insured has tested positive for COVID-19 must be made before his return to Indonesia, namely when he is still in the geographical area of the country listed in the Insurance Policy or when his return trip to Indonesia is not in accordance with the provisions of Article 11 letter 1 POJK 23/2015 which regulates the terms and procedures for submitting claims that must be included in the Insurance Policy.20 The Insurer should write down these exceptions in the COVID-19 International Travel Insurance Policy so that there are no differences of opinion regarding the claim procedure which can result in rejection of the claim submitted by the Insured.

**Conclusion**

Based on the theory, subject matter, and analysis previously stated, the author concludes as follows:

**1. Insurer’s Liability for Insured Persons Infected with COVID-19**

The coverage benefits provided by the Insurer to the Insured who is infected with COVID-19 are supposed to be given in accordance with what is stated in the COVID-19 International Travel Insurance Policy clause. However, the clause concerning the limits of coverage that will be borne by the Insurer is not written in clear and detailed words so that it can lead to different views that have the potential to result in a dispute between the Insured and the Insurer at a later date. Therefore, the COVID-19 International Travel Insurance Policy has not complied with the provisions stipulated in Article 19 paragraph (1) POJK 23/2015.

The Insureds are laypeople who do not understand the terms used in insurance, so it is difficult to understand the contents of the COVID-19 International Travel Insurance Policy relating to the benefits guaranteed by the insurer. The contents of the COVID-19 International Travel Insurance Policy which use words, phrases or sentences that are confusing are not in accordance with Article 3 letter b of POJK 23/2015 since it is bewildering for the Insured to obtain his rights from the Insurer. Meanwhile, when the Insured was underwriting the COVID-19 International Travel Insurance, there was no section on the insurance coverage application form containing questions about the Insured's personal condition and health condition. This can affect the liability that will be given by the insurer to the insured who submits a claim, especially for the insured who has comorbidities with a high potential for claim rejection.

**2. Claim Process for COVID-19 International Travel Insurance**

For the Insureds who test positive for COVID-19 while traveling abroad, they can submit a COVID-19 International Travel Insurance claim to the Insurer. Either PT X or PT Y has exceptions to the claim procedure for COVID-19 coverage benefits in which the Insured must notify the Insurer in advance by reporting that he is declared infected with COVID-19 while in the geographical area of the insured country, before his return to Indonesia, or when traveling back to Indonesia. Nonetheless, the COVID-19 International Travel Insurance Policy for either PT X or PT Y does not include this exception, so it is not in accordance with the provisions of Article 11 letter 1 POJK 23/2015 which regulates the terms and procedures for submitting claims that must be included in the insurance policy.

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19 Interview with E, PT Y’s Insurance Agent, November 21, 2022.

20 POJK 23/2015, Article 11 letter l.
Prior to submitting a claim, the insured must prepare claim documents and supporting documents to get COVID-19 coverage benefits. Claim submission is done by filling out the claim form. The claims team at the Insurance Company will follow up on the application for filing a claim by evaluating the claims submitted based on the Insurance Policy and the Insurance Company’s internal analysis procedures. The results of the assessment are used as the basis for determining whether the claim submitted by the Insured is accepted or rejected. As for protecting the Insured as a layperson from the ambiguity of the COVID-19 International Travel Insurance Agreement, the *Contra Proferentem* doctrine could be used.

**Recommendation**

With regards to the results of the research that has been stated above, the author provides suggestions that can be considered, as follows:

1. **Insurer’s Liability for Insured Persons Infected with COVID-19**

To prevent disputes from occurring, due to differences in views regarding the limits of coverage that will be provided by the Insurer to the Insured who is infected with COVID-19, it is advisable for the Insurer to make specific clauses regarding the limitations of COVID-19 coverage, such as a clause for COVID-19 incubation period and a clause regarding comorbidities in the COVID-19 International Travel Insurance Policy. Since most of the Insureds are laypeople who do not comprehend the language in the insurance sector, it is advisable that the Insurer describes the contents of the COVID-19 International Travel Insurance Policy using clear and easy-to-understand words, phrases, and sentences so that there are no differences in interpretation.

As the coverage benefits guaranteed by the Insurer relating to COVID-19 cannot be separated from co-morbidities, the Insurer should help disclose material facts related to co-morbidities by providing a section that discloses the personal condition and health condition of the Insured on the COVID-19 International Travel Insurance closure application form. This is also supported by CIDRA provisions in the UK which regulate the burden of disclosing material facts by the Insurer. It is recommended to disclose material facts during the underwriting process, not only to be borne by the insured, but also to the insurer to provide important questions related to insurance coverage and coverage benefits to be guaranteed.

2. **Claim Process for COVID-19 International Travel Insurance**

The Insurer should write down an exception report on the benefits of the coverage for COVID-19 which must be made when the insured is still abroad and before the insurance period is over, that is to say before the Insured returns to Indonesia or when the Insured is still on his way back to Indonesia in a clear and detailed manner on the COVID-19 International Travel Insurance Policy so as not to cause misperceptions. Meanwhile, the Insurer can provide information about these exceptions by including them on the brochure or website of the Insurance Company. For the reason that the Insured has paid the premium in full to get the benefits of coverage for COVID-19 when traveling abroad, the Insurer should not make it difficult for the insured who is willing to submit a claim for COVID-19 medical care expenses and compensation.

Meanwhile, from the Insured’s point of view, prior to closing the insurance, the Insured must actively ask the Insurer to ensure that the coverage benefits guaranteed by the insurer are in accordance with the expected coverage benefits. It is suggested that the Insured must also be careful and thorough when reading the Travel Insurance Policy. To prevent differences of opinion, when the Insured does not comprehend the clauses listed in the Insurance Policy, the Insured should immediately ask the Insurer through the contact provided because the Insurance Policy will be used as a guide when a dispute occurs at a later date.

**REFERENCES**

A. Regulations
Regulations of the Financial Services Authority Concerning Insurance Products and Marketing of Insurance Products. POJK Number 23/POJK.05/2015.

Circular Letter of the Financial Services Authority of the Republic of Indonesia concerning Marketing Channels for Insurance Products. SEOJK Number 19/SEOJK.05/2020.

B. Books


C. Thesis


D. Miscellaneous Materials


PT X’s *Travel Insurance. Polis Asuransi*. 

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