

Law Enforcement Against Perpetrators of Criminal Acts In The Insurance Sector In The Perspective of Money Laundering (Study At Manado District Court)

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Abstract : *Human life activities are inseparable from the risks that can occur at any time that can cause losses. One effort to overcome this is to use insurance services, but today there are often cases of insurance that harm the community, among others, due to irregularities by insurance agents and the perpetrators are only subject to criminal sanctions in the insurance sector, even though the act is a criminal act of money laundering. This research is a normative juridical research, using a statutory approach and a case approach. The results of the study, that law enforcement against perpetrators of criminal acts in the insurance sector in the perspective of money laundering in cases committed by Mrs. Swita Glorite Supit based on Manado District Court Decision Number: 125/Pid.Sus/2021/PN. Mnd dated June 8, 2021, has not been implemented optimally in accordance with the provisions of applicable laws and regulations, where law enforcement only applies the provisions of general crimes and criminal acts in the insurance sector, despite the fact that Mrs. Swita Glorite Supit committed money laundering proceeds in the insurance sector. Obstacles in law enforcement against perpetrators of criminal acts in the insurance sector in the perspective of money laundering in cases committed by Mrs. Swita Glorite Supit, consists of aspects of legal substance, where the provisions on criminal acts in the field of insurance and money laundering are special crimes so that Investigators and Public Prosecutors only apply crimes in the field of insurance, and there are no regulations of the Financial Services Authority that specifically regulate the procedures, procedures and activities of insurance agents. Aspects of legal structure, where the understanding of law enforcement who handles the case so that it does not apply the provisions of money laundering in accordance with the actions committed by Mrs. Swita Glorite Supit, and aspects of legal culture, where the public does not know and understand well the provisions governing criminal acts in the field of insurance, and about money laundering.*

Keywords : *Law Enforcement, Offender, Crime, Insurance, Money Laundering*

Abstrak : *Aktivitas kehidupan manusia tidak terlepas dari risiko-risiko yang dapat terjadi sewaktu-waktu yang dapat menimbulkan kerugian. Salah satu upaya untuk mengatasi hal tersebut adalah dengan menggunakan jasa asuransi, namun saat ini sering terjadi kasus asuransi yang merugikan masyarakat antara lain karena adanya penyimpangan yang dilakukan oleh agen asuransi dan pelakunya hanya dikenakan sanksi pidana di bidang asuransi saja. perbuatannya merupakan tindak pidana pencucian uang. Penelitian ini merupakan penelitian yuridis normatif, dengan menggunakan pendekatan perundang-undangan dan pendekatan kasus. Hasil*



penelitian, bahwa penegakan hukum terhadap pelaku tindak pidana di bidang asuransi dalam perspektif pencucian uang dalam perkara yang dilakukan oleh Ibu Swita Glorite Supit berdasarkan Putusan Pengadilan Negeri Manado Nomor: 125/Pid.Sus/2021/PN . Mnd tanggal 8 Juni 2021 belum dilaksanakan secara maksimal sesuai dengan ketentuan peraturan perundang-undangan yang berlaku, dimana penegakan hukum hanya menerapkan ketentuan tindak pidana umum dan tindak pidana di bidang perasuransian, padahal Ny. Swita Glorite Supit melakukan pencucian uang hasil di bidang asuransi. Hambatan penegakan hukum terhadap pelaku tindak pidana di bidang asuransi dalam perspektif pencucian uang pada perkara yang dilakukan oleh Ibu Swita Glorite Supit, terdiri dari aspek substansi hukum, dimana ketentuan mengenai tindak pidana di bidang asuransi dan pencucian uang merupakan tindak pidana khusus sehingga Penyidik dan Jaksa Penuntut Umum hanya menerapkan tindak pidana di bidang perasuransian, dan belum ada peraturan Otoritas Jasa Keuangan yang secara khusus mengatur tentang tata cara, tata cara dan kegiatan agen asuransi. Aspek struktur hukum, dimana pemahaman penegak hukum yang menangani perkara tersebut sehingga tidak menerapkan ketentuan tindak pidana pencucian uang sesuai dengan perbuatan yang dilakukan oleh Ibu Swita Glorite Supit, dan aspek budaya hukum, dimana masyarakat tidak melakukan hal tersebut. mengetahui dan memahami dengan baik ketentuan-ketentuan yang mengatur mengenai tindak pidana di bidang perasuransian, dan tentang pencucian uang.

Kata kunci : Penegakan Hukum, Pelanggar, Kejahatan, Asuransi, Pencucian Uang

I. INTRODUCTION

The activities of daily human life are inseparable from the various risks that can occur at any time to him, both risks to himself, as well as risks that can befall his family and property, such as the risk of suffering from a disease or health problem, the risk of experiencing a traffic accident on the highway, the risk of losing his property or valuables, the risk of experiencing a flood natural disaster, Landslides, earthquakes, and various other risks that come suddenly, anywhere and anytime, without being known with certainty by humans that can cause losses to humans both losses to life, body and property, so that humans take various steps and efforts in dealing with various risks that can occur in their lives.

One of the efforts that can be made by humans in dealing with various risks is to transfer these risks to other parties, by utilizing insurance services provided by insurance companies through an agreement between the party who transfers the risk as the insured, and the party who accepts the risk as the insurer, where the insured has the obligation to pay premiums with a predetermined amount and time to the insurer, While the obligation of the insurer is to pay compensation for events or events experienced by the insured whose value is in accordance with what is specified in the agreement or insurance policy previously agreed by the insured and the insurer.

Given its very important function for humans, it has encouraged people's desire to use insurance services in their daily lives, thus making the insurance business experience rapid development, marked by the emergence of various insurance companies that offer various types of insurance services to the public according to their respective needs, both insurance that is only intended for protection of themselves and their families, as well as

insurance in the business sector or the business world, where the insurance company offers benefits that can be obtained if using the insurance products offered as a way or promotion to attract people to want to use insurance services in their company.

The development of insurance companies in Indonesia can be seen from data released by the Financial Services Authority, noting that in the period from 2017 to 2021, it can be seen from the table as follows:¹

Table 1. Growth in the Number of Insurance Companies 2017-2021

NO	TYPES OF INSURANCE	YEAR				
		2017	2018	2019	2020	2021
1	Life insurance	61	60	60	59	60
2	General Insurance	79	79	79	77	77
3	Re-Insurance	7	7	7	7	7
4	Social Security Administration Agency	2	2	2	2	2
5	Insurance Manager for Civil Servants, Indonesia National Army, Indonesia National Police	3	3	3	3	3
SUM		152	151	151	148	149

To regulate the implementation of business or insurance industry that is growing in people's lives, the Government of Indonesia has passed Law Number 40 of 2014 concerning Insurance, containing provisions that regulate all matters concerning the insurance industry in Indonesia organized by business entities or insurance companies to provide insurance services or products to the public, provisions on protection of people who use products insurance, provisions on efforts to supervise the operation of the insurance business, including provisions on the imposition of sanctions on insurance companies that violate the provisions in the operation of the insurance business, both administrative sanctions and criminal sanctions.

One type of insurance that is in great demand by the public is life insurance organized by the insurance company as the insurer by providing payments to policyholders as the insured party or their families who are entitled, if the insured dies or remains alive within the period agreed in the agreement, where the amount has been determined based on the results of premium money management that has been paid. In other words, life insurance is an agreement between the insured who pays a certain amount of premium to the insurer within a certain period of time to distribute a sum of

¹ Direktorat Statistik dan Informasi Industri Keuangan Non Bank Otoritas Jasa Keuangan, *Statistik Perasuransian (Insurance Statistik 2021)*, Jakarta, Oktober 2022, p. 4.

money to the insured or other entitled parties if the insured experiences unexpected events.²

Life insurance has the basic nature of providing protection or protection against financial losses caused by loss of ability to generate income that can be caused by death, or old age, where in life insurance, uncertain events that may occur or do not occur that are unexpected that will cause losses are a death that is universal, because everyone will definitely die, But in this context death is uncertain when and where it will occur, where currently life insurance is developing to meet the needs of the community, not only conventional life insurance, but also unit-linked life insurance which is a combination of protection elements against life and investment elements.³

In principle, life insurance and investment are a variety of forms of protection services offered by life insurance companies, where life insurance and investment agreements are entered into by the parties based on an agreement between the insurer and the insured. In the agreement, the life insurance company as the insurer promises to bear a risk transferred by the insured party to him, while the insured party is the party who transfers the risk to life and body to the insurer with the obligation to pay a premium to the insurer whose value has been determined in a mutually agreed agreement, where in practice life insurance is combined with investment.⁴

In the implementation of life insurance carried out based on the provisions of Law Number 40 of 2014 concerning Insurance and its implementing regulations, but in fact in people's lives, there are still frequent cases in the insurance sector carried out by parties related to insurance providers to the detriment of the community as the insured party who uses insurance products offered by insurance companies as insurers. This is certainly not in accordance with the wishes and expectations of people who have chosen to use insurance products to want to protect themselves and their families from various risks of loss that can occur, but instead experience losses due to using an insurance product.

Insurance cases that occur in Indonesia with fantastic value can be seen from the cases of insurance company defaults to their policyholders who are under supervision from the Financial Services Authority (OJK), including the default case of insurance company Bakrie Life amounting to 400 billion rupiah to its policyholders, the default case of PT. Bumi Asih Life Insurance which has had its license revoked because it was unable to pay its policyholders 85.6 billion rupiah, the default case of PT. Asuransi Jiwasraya (Persero) which has a payment obligation of 12.4 trillion rupiah, the default case of the 1912 Bumiputera Joint Life Insurance (AJB) with a payment obligation of 31 trillion

² Bambang Pujiono, dkk, *Tindak Pidana Pencucian Uang Melalui Investasi Produk Unit Link Asuransi Jiwa Sebagai Bentuk Kejahatan Transnasional*, Jurnal Transparansi Hukum, Volume 5, Nomor 2, Tahun 2022, p. 143.

³ Zahri Vandawati Chumaida, *Risiko Dalam Perjanjian Asuransi Jiwa*, Surabaya: PT. Revika Petra Media, 2013, p. 55-56.

⁴ Ratna Syamsiar, *Manfaat dan Mekanisme Klaim Asuransi Prudential*, Fiat Justitia Jurnal Ilmu Hukum, Volume 7 Nomor 1, Januari-April 2013, p. 356.

rupiah, and the Kresna Life default case which has a payment obligation of 6.4 trillion rupiah.⁵

In addition to errors in the management of insurance funds owned by policyholders that cause financial problems of insurance companies, insurance cases that harm their customers can also occur due to irregularities committed by insurance agents who work for insurance companies based on employment agreement relationships, where with the position and authority given by the insurance company, the insurance agent can freely carry out a series of actions which is contrary to the provisions of the implementation of insurance with the aim of benefiting himself, resulting in losses to policyholders who have paid premiums in accordance with the insurance agreement, but after the term expires, the policyholder does not get back the premium.

For example, cases in the implementation of insurance that harm the community, namely cases that occur at PT. Sinarmas MSIG Life Insurance which operates in Manado City, North Sulawesi Province, conducted by Mrs. Swita Glorite Supit as Agent and as Relation Director (RD) of PT. Sinarmas MSIG Life Insurance, where during 2016 to 2020, Mrs. Swita Glorite Supit offers Power Save and Smile Link Pro insurance products with incorrect explanations of benefits and bonuses so that people are interested in using these insurance products, and paying premiums to Mrs. Swita Glorite Supit account, later Mrs. Swita Glorite Supit falsified her insurance policy, and disbursed premiums when they were due so that policyholders suffered losses.⁶

For her actions that have offered insurance products with incorrect explanations, falsified insurance policies, and then disbursed premium money belonging to the policyholder, Mrs. Swita Glorite Supit has undergone a legal process to account for her actions to the court, and has been found guilty and convinced of committing a criminal act as referred to in Article 78 of Law 40 of 2014 concerning Insurance, Juncto Article 55 paragraph (1) 1 of the Criminal Code, based on the Manado District Court Decision Number: 125 / Pid.Sus / 2021 / PN. Mnd dated June 8, 2021, with imprisonment for four years and six months, and a fine of one hundred million rupiah, provided that if the fine is not paid, it is replaced by imprisonment for six months.

However, against the deeds by Mrs. Swita Glorite Supit who has mis-appropriated premium money from policyholders to buy assets, namely land, houses, valuables in the form of branded bags, gold and diamond jewelry, cars, shop rental payments, and business capital, where the money comes from criminal acts in the insurance sector, but Mrs. Swita Glorite Supit actions was not prosecuted for alleged money laundering crimes stemming from insurance crimes, as stipulated in Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering Crimes. For this, it is interesting to examine the enforcement of criminal law in the insurance sector in the perspective of money laundering.

⁵ Kompas.com, *Daftar Kasus Asuransi Gagal Bayar dengan Nilai Fantastis di Indonesia*, <https://money.kompas.com/read/2023/02/15/203600326/daftar-kasus-asuransi-gagal-bayar-dengan-nilai-fantastis-di-indonesia?page=all>. Accessed on 11 August 2023.

⁶ Dismissed form Putusan Pengadilan Negeri Manado Nomor: 125/Pid.Sus/2021/PN. Mnd tanggal 8 Juni 2021.

II. RESEARCH METHOD

The type of research used in this study is normative-empirical legal research. Normative legal research is research to examine and examine law as norms, rules, legal principles, legal principles, legal doctrines, legal theories, which is carried out through literature research or document studies to answer the legal problems studied.⁷ This study uses a legal approach and a case approach. The legal approach is done by studying the legal regulations related to legal issues, to know the legislative ratio or the ontological basis of the birth of the law so as to know the philosophical content behind the law.⁸ The case approach is carried out by reviewing cases related to the legal issues faced which have become court decisions that have permanent legal force.⁹

The object of study in the case approach is ratio decidendi, or court consideration in a decision which is a reference for the preparation of arguments in solving legal issues.¹⁰ The data analysis technique in this study is qualitative analysis, which is an analysis carried out by reviewing primary and secondary data obtained from research results systematically and consistently to obtain clarity on the object of the problem posed.¹¹ Research data are grouped and classified by type, then described and analyzed so that conclusions can be drawn to answer the problems in the research.¹²

III. DISCUSSION

Overview of Law Enforcement, Crime, Insurance and Money Laundering

According to Satjipto Raharjo, in essence law enforcement is an effort to realize legal ideas, namely justice, certainty, and legal expediency into a reality, where in carrying out these efforts requires the existence of institutions or bodies such as police, prosecutors, courts, and prisons as tools formed by the state with their respective duties and authorities, but have the same goal of realizing abstract legal ideas into reality in public life.¹³

Law enforcement is an effort made by law in a formal and material sense, as a code of conduct in every legal action by legal subjects and by law enforcement officials who are given duties and authorities based on the provisions of applicable laws and regulations in order to ensure the functioning of legal norms in the life of society, nation and state.¹⁴ Law enforcement is an activity to implement the law according to legal rules or norms against any violations or deviations of the law, with the aim that the law as a set of rules

⁷ Muhaimin, *Metode Penelitian Hukum*, Mataram : Mataram University Press, 2020, p. 48.

⁸ Peter Mahmud Marzuki, *Penelitian Hukum*, Jakarta: Prenada Media, 2013, p. 133-134.

⁹ Muhaimin, *Op Cit*, p. 57.

¹⁰ M. Syamsudin dalam Bachtiar, *Metode Penelitian Hukum*, Pamulang : Unpam Press, 2018, p. 83.

¹¹ Burhan Ashshofa, *Metode Penelitian Hukum*, Jakarta : PT.Rineka Cipta, 2004, p. 20.

¹² Soerjono Soekanto, *Pengantar Penelitian Hukum*, Jakarta : UI Press, 1986, p. 68-69

¹³ Rahman Amin, *Hukum Pembuktian Dalam Perkara Pidana dan Perdata*, Sleman: Deepublish, 2020, p. 3.

¹⁴ M. Ghazali Rahman dan Sahlan Tomayahu, *Penegakan Hukum di Indonesia*, Jurnal Al-Himayah, Volume 4, Nomor 1, Maret 2020, p. 148.

that regulate all aspects of social and state life is truly obeyed and truly carried out and implemented properly.¹⁵

In terms of criminal law enforcement, in terms of the policy process, it is essentially policy enforcement through three stages, namely the formulation stage, namely, the first stage of law enforcement in abstracto by the law-making body (legislative stage), the second stage of application, namely the stage of application of criminal law by law enforcement officials from the police to the court, and the third stage of execution, namely the stage of concrete implementation of criminal law by criminal enforcement officials.¹⁶

Furthermore, the term criminal act comes from a term known in Dutch criminal law, namely *strafbaar feit* which consists of three words, namely *straf* means criminal, *baar* means permissible, and *feit* means act, as stated in *Wetboek van Straftrecht (WvS)*. but there is no official explanation of what is meant by *strafbaar feit*, so legal experts try to give meanings, including criminal acts which are official terms in Indonesian laws and regulations, criminal events, delicacies, criminal offenses, punishable acts, punishable acts, and criminal acts.¹⁷

Regarding the term *strafbaar feit*, Moeljatno uses the term criminal act is an act prohibited by a rule of law, where the prohibition is accompanied by threats (sanctions) in the form of certain crimes for anyone who violates the prohibition, or it can be said that criminal acts are actions that by a rule of law are prohibited and threatened with crime, where the prohibition is directed at the act, namely a condition or event caused by behavior person), while the criminal threat is directed at the person who caused the incident.¹⁸

The term criminal act as a translation of *strafbaar feit* was introduced by the Government of Indonesia c.q. Department of justice, where the term is widely used in special criminal statutes. The term criminal act indicates the meaning of a person's physical behavior and movements, where these things also involve a person not to do, but by not doing that person, then he has committed a criminal act because of the obligation to do but he did not do what is prescribed in the law.¹⁹

Criminal acts are actions that are prohibited according to the rules or provisions of the law, either active acts, namely doing an act that is prohibited, or passive in nature that is not doing the actions that should be done, where the act is threatened with sanctions for everyone who violates the rules or provisions of the law. In other words, that a criminal act is an act that is contrary to the provisions of the applicable law, and is threatened with sanctions for everyone who violates the provisions of the law.²⁰

¹⁵ Siti Merida Hutagalung, *Penegakan Hukum di Indonesia; Apakah Indonesia Negara Hukum?*, Jurnal Sociate Politics, Edisi Khusus, November 2011, p. 115

¹⁶ Teguh Prasetyo, *Kriminalisasi Dalam Hukum Pidana*, Bandung: Nusa Media, 2011, p. 111.

¹⁷ Adami Chazawi, *Pelajaran Hukum Pidana Bagian 1; Stelsel Pidana, Tindak Pidana, Teori-Teori Pemidanaan & Batas Berlakunya Hukum Pidana*, Jakarta: Rajawali Pers, 2010, p. 67-68.

¹⁸ Moeljatno, *Asas-Asas Hukum Pidana*, Jakarta: Rineka Cipta, 2008, p. 59.

¹⁹ Teguh Prasetyo, *Hukum Pidana*, Jakarta: Rajawali Pers, 2011, p. 49.

²⁰ Rahman Amin, *Pengantar Hukum Indonesia*, Sleman: Deepublish, 2019, p. 142.

Furthermore, related to insurance, according to Sukardono, the term insurance (Verzekering or Insurance) means coverage, which comes from Dutch, namely, Verzekeraar means insurer, which is the party who bears the risk, and Verzekerde means the insured, which is the party who transfers the risk of his wealth or life to the insured. While Wirjono Prodjodikoro uses the term insurance derived from the absorption of the word *assurantie* in Dutch, guarantor for the insurer, and guaranteed for the insured.²¹

Subekti explained that insurance is an agreement in which the insuring party promises the guaranteed party to receive a sum of premium money as compensation for losses suffered by the guaranteed, because the consequences of an unclear event occur, where insurance involves two parties, namely the party who guarantees the loss, and the party who suffers the loss.²²

According to the Big Dictionary of Indonesian, the word insurance or coverage is defined as a guarantee between two parties, namely the first party is obliged to pay contributions, and the second party is obliged to provide full guarantee to the first party if something happens to the first party, or its property, in accordance with the agreement made between the first party and the second party.²³

Substantively, insurance is an agreement that is an economic tool to transfer risk to the insurer (insurance company) which requires him to provide to the customer (insured), a certain amount of property as a consequence of the contract when a disaster or accident occurs as stated in the contract, in return for money (premium) paid by the customer (insured), regularly and periodically, or in cash from the customer to the insurance company.²⁴

From an economic point of view, insurance is a method of reducing risk by transferring and combining uncertainty about losses. From a business point of view, insurance is a company whose main business is to receive or sell services, transfer risk from other parties, and make a profit by sharing risk among a number of its customers. From a social point of view, insurance as a social organization that accepts risk transfer and collects funds from its members to pay for losses that may occur to each of its members.²⁵

The term insurance or coverage according to Article 246 of the KUHD, is an agreement, whereby the insurer binds himself to the insured by obtaining a premium, to provide him with compensation for a loss, damage, or non-profit that may be suffered due to an uncertain event.

Specifically in Law Number 40 of 2014 concerning Insurance, Article 1 point 1, states that insurance is an agreement between two parties, namely the insurance company

²¹ Dwi Tatak Subagiyo dan Fries Melia Salvina, *Hukum Asuransi*, Surabaya: PT. Revika Petra Media, 2016, p. 7.

²² Wetria Fauzi, *Hukum Asuransi di Indonesia*, Padang: Andalas University Press, 2019, p. 14.

²³ Otoritas Jasa Keuangan, *Buku 4 Perasuransian; Seri Literasi Keuangan Perguruan Tinggi*, Jakarta, 2019, p. 52.

²⁴ Hendro Redzuan dkk dalam Nur Kolis, *Asuransi Syariah di Indonesia; Konsep dan Aplikasinya, Serta Evaluasinya*, Sukabumi: Fahra Pustaka, 2021, p. 36.

²⁵ Hasan Ali dalam Andri Soemitra, *Asuransi Syariah*, Medan: Wal Ashri Publishing, 2015, p14-15.

and the policyholder, which is the basis for receiving premiums by insurance companies in return for:

- a. Provide reimbursement to the insured or policyholder due to loss, damage, costs incurred, loss of profit, or legal liability to third parties that may be suffered by the insured, or the holder of policy due to 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 contained in the provisions of Article 1 point 1 of Law Number 40 of 2014 concerning Insurance, has a broader meaning than the formulation of Article 246 of the KUHD, which not only contains loss insurance, but also includes life insurance, which provides payments based on the death of the insured for payments based on the life of the insured with benefits whose amount has been determined and / or based on the results of management premium funds, so that the object of insurance is not only about wealth, but also about human life or body.²⁶

The elements that must be present in insurance are:²⁷

1. The agreement that underlies the engagement between the two parties, namely the insurer and the insured;
2. Premium, in the form of a sum of money that can be paid by the insured to the insurer;
3. There is compensation from the insurer to the insured if a claim occurs or the agreement period is over;
4. The existence of an event (event / accident) that does not necessarily occur, which is caused by a risk that may come or be experienced.

Insurance aims to transfer the risk from the insured to the insurer in the event of loss of life, damage or loss of goods as a result of an event that causes suffering or economic loss to the insured, and receive compensation payments experienced and suffered by the insured based on an agreement that has been made and agreed upon by the insured.²⁸

Furthermore, related to money laundering, literally money laundering is termed money laundering, money laundering, or also called cleaning money from the proceeds of illicit transactions or crime. The word money in the term money laundering has various connotations, *adaya* which refers to the term dirty money, hot money, illegal money, or illicit money, and in Indonesian the word money in the term money laundering is also variously referred to, namely dirty money, haram money, hot money, or dark money derived from illegal activities or crimes.²⁹

²⁶ Purgito, dkk, *Hukum Asuransi*, Pamulang: Universitas Pamulang, 2022, p. 11-12.

²⁷ Ibrahim Fikma Edrisy, dkk, *Hukum Asuransi*, Bandar Lampung: Pusaka Media, 2023, p. 14.

²⁸ Esther Masri dkk, *Mengenal dan Memahami Perjanjian Dalam Asuransi Jiwa*, Sleman: Deepublish, 2021, p. 13.

²⁹ Ivan Yustiavandana dkk, *Tindak Pidana Pencucian Uang di Pasar Modal*, Bogor : Ghalia Indonesia, 2014, p. 11.

Money laundering is a series of activities that are processes carried out by a person or group of people (organizations) against illicit money, namely money derived from criminal acts, with the intention to hide or disguise the origin of the money from the authorities authorized to take action against criminal acts, by, among others, entering the money into the financial system, So that the money can then be removed from the financial system as halal money.³⁰

John Madinger explained that money laundering is the use of money generated from illegal activities, where in carrying out money, the perpetrator keeps his identity secret to hide the origin of the money from the crime, and converts the money from crime into assets that appear to come from legally valid sources.³¹

Money laundering is an act, activity, or activity carried out either by a person or group of people, or a criminal organization (organized crime) with the aim of hiding, disguising disguise, eliminating traces or origins of money or wealth derived from crime or criminal acts, which are carried out by various efforts, means or techniques by the perpetrators, so that the money or wealth resulting from the crime can become money or assets that as if legitimate, legal, or sourced from a source that does not contradict the law.³²

Money laundering is an act to hide or disguise assets resulting from the original crime (predicate crime), so as to make assets that are actually the results of the crime difficult to detect by the competent authority or become as if they are legitimate assets, where there is a close correlation between the original crime and money laundering.³³

Law Enforcement Against Insurance Perpetrators in the Perspective of Money Laundering

Historically, the life insurance industry in Indonesia has existed since the Dutch colonial period, starting in 1859 with the establishment of a Dutch company called *Nederlandsche Indische Levensverzekering en Lijfrente Maatschappij* (NILLMIJ) which is currently known as PT. Asuransi Jiwasraya, and in its development in 1912, established the first local insurance in Indonesia under the name PT. Jiwasraya Insurance.³⁴

Until now, life insurance in Indonesia continues to increase the number of insured or policyholders, where based on data from the Indonesian Life Insurance Association (AAJI), that until 2021, product ownership from the life insurance industry which is an individual insured reaches 20.34 million people, this means that of the 270 million people

³⁰ Sutan Remy Sjahdeini, *Seluk Beluk Tindak Pidana Pencucian Uang dan Pembiayaan Terorisme*, Jakarta : Pustaka Utama Grafiti, 2004, p. 5.

³¹ Supriyadi Widodo Eddyono dan Yonatan Iskandar Chandra, *Mengurai Implementasi dan Tantangan Anti Pencucian Uang di Indonesia*, Institute for Criminal Justice Reform, Jakarta, 2015, p. 6.

³² Rahman Amin, *Tindak Pidana Pencucian Uang*, Yogyakarta: Deepublish, 2023, p. 4.

³³ Muh Afdal Yanuar, *Tindak Pidana Pencucian Uang dan Perampasan Aset*, Malang: Setara Press, 2021, p. 82.

³⁴ Asosiasi Asuransi Jiwa Indonesia, *Road Map Industri Asuransi Jiwa Indonesia*, Jakarta, 2022, p. 18.

in Indonesia, as many as 7.4% have used the services offered by the insurance industry and have prepared themselves To Face the Aging Population Era.³⁵

Life insurance business lines can be broadly categorized into two, namely First, traditional insurance products include equity insurance, Yearly Renewable Term, Term life insurance, Health insurance, personal accident insurance, whole life insurance, dual-purpose life insurance (Endowment Insurance), Saving Plan insurance, annuity products, Second non-traditional insurance products (insurance products linked to investment or PYDI), includes PAYDI/unit link unguaranteed, PAYDI/unit link, PAYDI/unit link back end loading, and PAYDI/unit link guaranteed.³⁶

The implementation of insurance is inseparable from risk, in general according to Article 4 paragraph (1) of the Financial Services Authority Regulation Number: 1 / POJK.05 / 2015 concerning the Application of Risk Management for Non-Bank Financial Service Institutions, that risk management for Non-Bank Financial Service Institutions, one of which is life insurance companies, namely strategy risk, operational risk, asset and liability risk, management risk, governance risk, fund support risk, and insurance risk. In more detail, the types of life insurance risks are insurance risk, market risk, liquidity risk, credit risk, operational risk, legal risk, and compliance risk.³⁷

One of the risks that cause insurance cases is operational risk caused by human error, in this case misappropriation committed by people related to the implementation of insurance, especially insurance agents. Although insurance agents have obligations that have been regulated in the Code of Ethics for Marketers based on the Resolution of the Annual Meeting of the Indonesian Life Insurance Association Number 3 / AAJI / RAT / 2012 dated June 4, 2012 concerning Standards of Practice and Code of Ethics for Life Insurance Marketers, there are still cases where insurance marketers or insurance agents commit abuses to the detriment of policyholders.

In this regard, to find out law enforcement against perpetrators of insurance crimes in the perspective of criminal acts, the author will examine cases of insurance crimes that occur in Indonesia, especially in Manado City, namely cases committed by Mrs. Swita Glorite Supit who has been found guilty of committing a criminal act as referred to in Article 78 of Law 40 of 2014 concerning Insurance, Juncto Article 55 paragraph (1) 1 of the Criminal Code based on Manado District Court Decision Number: 125 / Pid.Sus / 2021 / PN. Mnd dated June 8, 2021, which has permanent legal force, in the following chronology:³⁸

Initially in 2004, Mrs. Swita Glorite Supit works at PT. Sinar Mas Life Insurance at the time was still named PT. Ekalife until it changed to PT. Sinar Mas Life Insurance,

³⁵ Asosiasi Asuransi Jiwa Indonesia, *Literasi Keuangan dan Dampaknya Terhadap Perkembangan Tertanggung Industri Asuransi Jiwa Indonesia*, Jakarta, 2022, p. 2.

³⁶ Otoritas Jasa Keuangan, Asosiasi Asuransi Jiwa Indonesia dan Persatuan Aktuaris Indonesia, *Klasifikasi (Pengelompokan) Produk Asuransi Jiwa Berdasarkan Risiko Inheren*, Jakarta, Oktober 2022, p. 11-15.

³⁷ Otoritas Jasa Keuangan, Asosiasi Asuransi Jiwa Indonesia dan Persatuan Aktuaris Indonesia, *Klasifikasi (Pengelompokan) Produk Asuransi Jiwa Berdasarkan Risiko Inheren*, Jakarta, Oktober 2022, p. 15.

³⁸ Dismissed from Putusan Pengadilan Negeri Manado Nomor: 125/Pid.Sus/2021/PN. Mnd tanggal 8 Juni 2021.

where Mrs. Swita Glorite Supit has signed an agreement as an insurance agent of PT. Sinar Mas Life Insurance with Agent Code A500350, and License Number 11091118 based on the Agency cooperation agreement of PT. Sinar Mas Life Insurance dated February 1, 2011, between Mrs. Swita Glorite Supit with PT. Sinar Mas Life Insurance, where as an insurance agent PT. Sinar Mas Life Insurance, Mrs. Swita Glorite Supit is a business partner who agreed and agreed to help the company develop its business in a mutually beneficial cooperation.

After becoming an insurance agent of PT. Sinar Mas Life Insurance MSIG, Mrs. Swita Glorite Supit sells insurance products of PT. Sinar Mas MSIG Life Insurance, under the name Power Save which is an insurance product that provides benefits for policyholders in the form of interest benefits from the premium value and coverage value for policyholders or insured who pass away. Then in 2018, Mrs. Swita Glorite Supit was appointed as Relationship Director (RD) of PT. Sinar Mas MSIG Life Insurance for the Sulawesi region based on the Letter of Appointment of the Relationship Director from the Director of PT. Sinar Mas MSIG Life Insurance Number: 4961/DIR-AJS/XII/2018 dated December 14, 2018.

When offering Power Save insurance products PT. Sinar Mas Life Insurance, Mrs. Swita Glorite Supit gave an incorrect explanation related to Power Save insurance products, namely that they will get higher interest from bank interest of 9% (Nine percent), direct gifts and cash back in the form of cash, as well as in the form of goods such as cars, mobile phones, and free travel tickets at home and abroad so that prospective customers are interested in participating in Power Save insurance PT. The Sinar Mas Life Insurance. Then Mrs. Swita Glorite Supit provides payment options to prospective policyholders who can pay premiums through a virtual account PT. Sinar Mas Life Insurance or through a Pulling Account account in the name of an agent.

Then Mrs. Swita Glorite Supit asked prospective policyholders to prepare personal data and bank accounts for policy disbursement, and fill out/sign a Life Insurance Request Letter (SPAJ), until prospective policyholders make payments, then Mrs. Swita Glorite Supit ordered Mrs. Welhelmina Ticoalu to enter prospective policyholder data into the system with different fillings, namely the Investment Guarantee Period (MGI) which is actually for 1 (one) year or 6 (six) months, but filled for 3 (three) months, and the policy disbursement bank account entered is an account in the name of a different prospective policyholder and created by Mrs. Veike Alma Angelique Wakkary, S.P, without the knowledge of the prospective policyholder.

After filling in the prospective policyholder data then sent to PT. Sinar Mas Life Insurance along with proof of payment transfer, then PT. Asuransi Jiwa Sinar Mas verifies the Life Insurance Request Letter (SPAJ) and proof of payment of prospective policyholders, then PT. Asuransi Jiwa Sinar Mas issues a policy and sends the policy to Mrs. Swita Glorite Supit to be handed over to the policyholder, but Mrs. Swita Glorite Supit told her husband a.n. Mr. Christian Mekel to look for editing and printing services in the IKIP Kelurahan Kelurahan Campus area Kelak, Malalayang District, Manado City, to make a fake policy in accordance with the correct data provided by the policyholder.

A fake policy that had been made by Mr. Alfons Stani Rumengan on orders from Mr. Christian Mekele, then Mrs. Swita Glorite Supit told Mrs. Greace Gerung and Mrs. Eunike Priska Longdong to hand over the fake policy to policyholders a.n. Jimmy Lientungan et al (6 people). After maturity in accordance with the period registered in the system, which is for 3 (three) months, then Mrs. Swita Glorite Supit submitted a letter of termination of the insurance contract, then sent it to PT. Sinar Mas Life Insurance by attaching the original policy kept by Mrs. Swita Glorite Supit, hereinafter PT. Asuransi Jiwa Sinar Mas disburses the policy to the account of the policyholder created by Mrs. Veike Alma Angelique Wakkary, S.P.

After the policy disbursement money enters the BRI account created by Mrs. Veike Alma Angelique Wakkary, S.P, then Mrs. Swita Glorite Supit told Mrs. Veike Alma Angelique Wakkary, S.P, for bookkeeping transfer (RTGS) to another account, namely to the account of a.n. Mrs. Welhelmina Ticoalu, account a.n. Mrs. Veike Alma Angelique Wakkary, S.P, account a.n. Mrs. Swita Glorite Supit, account a.n. Mr. Christian Mekele, and account a.n. Mr. Ferry Harahap. Next Mrs. Swita Glorite Supit told Mrs. Veike Alma Angelique Wakkary, S.P, Mrs. Welhelmina Ticoalu, Mrs. Greace Gerung, and Mrs. Eunike Priska Longdong to make a cash withdrawal and hand over to Mrs. Swita Glorite Supit or deposited again into a bank account.

The money derived from the disbursement of the policy is then used by Mrs. Swita Glorite Supit to handle the disbursement of policies of other customers whose policies are due, interest payments, direct gift purchases, cash back, tickets and accommodation for domestic and foreign trips together with policyholders, and spent in the form of assets namely houses, cars, land and buildings, branded bags, gold and diamond jewelry, client entertainment costs and office teams (customers and agency teams), travel costs to the country and abroad for customers and agency teams, shop rental costs and interior of Asuransi Sinar Mas Kelapa Gading offices in Jakarta and Ternate, house purchases in Puncak Bogor, and AA Rafi FC business capital costs.

Based on the chronological description, it is connected with the facts of Mrs. Swita Glorite Supit actions, then Mrs. Swita Glorite Supit committed the following insurance crimes:

1. Providing incorrect information

When offering Power Save insurance products PT. Sinar Mas Life Insurance, Mrs. Swita Glorite Supit provides incorrect information or explanation related to the Power Save insurance product, namely by explaining to prospective customers that they will get interest higher than bank interest of 9 (Nine) percent, direct prizes, and cash back in the form of cash, as well as in the form of goods, such as cars, mobile phones, and free travel tickets at home and abroad, so that for this incorrect information, prospective customers are interested in taking the insurance products offered, while in fact PT. Asuransi Jiwa Sinar Mas has never offered insurance products as stated by Mrs. Swita Glorite Supit so that the deeds of Mrs. Swita Glorite Supit is an insurance crime as stipulated in Article 75 of Law Number 40 of 2014 concerning Insurance.

2. Embezzling premiums

Mrs. Swita Glorite Supit embezzles insurance premiums paid by customers by entering prospective policyholder data into the system with different fillings, namely the actual Investment Guarantee Period (MGI) for 1 (one) year or 6 (six) months, but filled in only for 3 (three) months, and entering a different policy disbursement bank account number from the actual policyholder account created by Mrs. Veike Alma Angelique Wakkary, S.P, without the knowledge of the prospective policyholder. After the insurance policy period of 3 (three) months expires, then PT. Asuransi Jiwa Sinar Mas disburses the policy to the incorrect policyholder's account, then the policy disbursement money is transferred to another account at the behest of Mrs. Swita Glorite Supit and later used by Mrs. Swita Glorite Supit without the knowledge of the policyholder, so the actions of Mrs. Swita Glorite Supit is an insurance crime as stipulated in Article 76 of Law Number 40 of 2014 concerning Insurance.

3. Participate to Falsifying insurance documents

Mrs. Swita Glorite Supit after receiving an insurance policy from PT. Sinar Mas Life Insurance then Mrs. Swita Glorite Supit did not immediately submit the original insurance policy containing the incorrect data, but Mrs. Swita Glorite Supit told her husband a.n. Mr. Christian Mekel to look for editing and printing services in the IKIP Campus area, Kelurahan Kelak, Malalayang District, Manado City, to make a fake policy in accordance with the correct data provided by the previous policyholder. The fake policy that had been made by Mr. Alfons Stani Rumengan on order from Mr. Christian Mekel was then handed over by Mrs. Greace Gerung and Mrs. Eunice Priska Longdong to policyholders a.n. Jimmy Lientungan et al (6 people) on the orders of Mrs. Swita Glorite Supit actions, so that the actions of Swita Glorite Supit are insurance crimes as stipulated in Article 78 of Law Number 40 of 2014 concerning Insurance, *Juncto* Article 55 paragraph (1) 1 of the Criminal Code.

Furthermore, it is reviewed from the perspective of money laundering as stipulated in Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering, that the actions of Mrs. Swita Glorite Supit, who committed a crime in the insurance sector, produced assets as a result of a criminal act as stipulated in Article 2 paragraph (1) letter i of Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering, that the proceeds of crime are assets obtained from criminal acts in the insurance sector.

The proceeds of the crime in the insurance sector were then by Mrs. Swita Glorite Supit carried out a series of financial transactions, as stipulated in Article 1 point 4 of Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering, that financial transactions are transactions to make or receive placement, deposit, withdrawal, bookkeeping, transferring, payment, grants, donations, custody, and/or exchange of money or other actions and/or activities related to money.

Mrs. Swita Glorite Supit deeds, who has committed a crime in the insurance sector, produces wealth derived from premium money from insurance customers of PT. Sinarmas MSIG, Tbk Life Insurance as many as 7 (seven) customers a.n. Jimmy Lientungan, Liana Lewu, Andrew Lientungan, Kiddy Christophel, Julius Kambuno, Bredly Kambuno, and Grandly Chirstophel were unilaterally disbursed by Mrs. Swita

Glorite Supit without the knowledge and consent of these customers resulted in losses to customers with a total amount of Rp 82,253,000,000 (eighty-two billion two hundred and fifty-three million rupiah).³⁹

The stage of money laundering committed by Mrs. Swita Glorite Supit, in general, is divided into 3 (three) stages, namely the placement stage, the layering stage, and the integration stage. The placement phase starts after Mrs. Swita Glorite Supit proposed the gradual termination of insurance contracts belonging to 7 (seven) customers a.n. Jimmy Lientungan et al 6 (six) people, then PT. Asuransi Jiwa Sinarmas MSIG, Tbk transfers the disbursement of insurance policies belonging to 7 (seven) customers to a BRI account that is different from the customer's account that has previously been created by Mrs. Veike Alma Angelique Wakkary, S.P. Then the insurance policy disbursement money belonging to 7 (seven) customers who entered the BRI account was transferred (book transfer) to another account by Mrs. Veike Alma Angelique Wakkary, S.P using Bank BRI's EDC (Electronic Data Capture) machine which was carried out on orders from Mrs. Swita Glorite Supit.⁴⁰

Next, the layering stage is carried out by Mrs. Veike Alma Angelique Wakkary, S.P, at the behest/request of Mrs. Swita Glorite Supit, by transferring the disbursement money of insurance policies belonging to 7 (seven) customers a.n. Jimmy Lientungan et al 6 (six) people, by doing RTGS (Real Time Gross Settlement) to account. Mrs. Welhelmina Ticoalu, her account, accounts Mrs. Swita Glorite Supit, account of Mrs. Christian Mekel, and account of Mr. Ferry Harahap. After the insurance policy disbursement money belonging to 7 (seven) insurance customers enters the account, then Mrs. Swita Glorite Supit told Mrs. Veike Alma Angelique Wakkary, S.P, Mrs. Welhelmina Ticoalu, Mrs. Greace Gerung, and Mrs. Eunice Priska Longdong to make a cash withdrawal and hand over to Mrs. Swita Glorite Supit or cash withdrawal, and deposited again into the account ordered by Mrs. Swita Glorite Supit.⁴¹

Then the integration stage is carried out by Mrs. Swita Glorite Supit after receiving money from the disbursement of insurance policies belonging to 7 (seven) insurance customers of PT. Sinarmas MSIG Life Insurance, Tbk by spending in the form of assets, namely:

1. 1 (One) unit of Taman Sari Metropolitan Manado Cluster Lihaga Block H2/1 at Rp 2.100.000.000,- (Two billion hundred million rupiah);
2. 1 (One) unit of Toyota Alpard Police Number DB 1428 LH for 1.100.000.000,- (One billion one hundred million rupiah);
3. Agricultural land in Watudambo, Kec. Kauditan covering an area of 16,110 M2 for Rp 550,000,000,- (Five hundred and fifty million rupiah);
4. Land and buildings in Kec. Kauditan covering an area of 1,536 M2 for Rp 300,000,000,- (Three hundred million rupiah);
5. Branded bags, gold and diamond jewelry worth Rp 2.000.000.000,- (Two billion rupiah);

³⁹ Ibid, p. 171.

⁴⁰ Ibid, p. 170.

⁴¹ Ibid.

6. The cost of client entertainment and office team (customer and agency team) is around Rp 4.800.000.000,- (Four billion eight hundred million rupiah);
7. The cost of domestic and foreign trips of customers and agency teams is IDR 3,000,000,000 (Three billion rupiah);
8. The cost of renting a shophouse for 3 (three) years and purchasing the interior of the Asuransi Sinar Mas Kelapa Gading Jakarta office is IDR 630,000,000 (Six hundred thirty million rupiah) for shop rental, and IDR 300,000,000 (Three hundred million rupiah) for the interior;
9. The cost of renting a shophouse in Ternate for 3 (three) years and purchasing an interior of the Asuransi Sinarmas office is IDR 240,000,000 (Two hundred forty million rupiah) for office rent, and IDR 300,000,000 (Three hundred million rupiah) for the interior;
10. 1 (one) unit of house in Perum Galaxy Puncak Bogor for Rp 200.000.000,- (Two hundred million rupiah);
11. Business capital for AA Rafi FC (equipment and shop rental) 3 (Three) years, franchise costs, interior and equipment around Rp 500.000.000,- (Five hundred million rupiah).

Based on the facts of Mrs. Swita Glorite Supit actions, hence the typology of money laundering committed by Mrs. Swita Glorite Supit, namely by using the banking system to carry out a series of financial transactions with the aim of hiding, disguising and eliminating the origin of money derived from criminal acts in the insurance sector, then the money from criminal acts in the insurance sector is spent on valuable assets, namely land and house buildings, the purchase of luxury cars in the form of Toyota Alphard cars, Purchase valuables in the form of branded bags, gold jewelry, and diamonds. In addition, the money derived from criminal acts in the insurance sector was also used by Mrs. Swita Glorite Supit for financing, namely the cost of renting a shophouse for insurance operations of PT. Asuransi Jiwa Sinarmas MSIG, Tbk, and invested as business capital for AA Rafi FC.

Furthermore, money laundering techniques carried out by Mrs. Swita Glorite Supit to hide, obscure and eliminate the origin of money derived from criminal acts in the insurance sector is to use the banking system to receive insurance policy disbursement money belonging to 7 (seven) customers of PT. Asuransi Jiwa Sinarmas MSIG, Tbk, then the insurance policy disbursement money is transferred to his account and the accounts of his closest people, namely Mrs. Veike Alma Angelique Wakkary, S.P account belongs to Mrs. Welhelmina Ticoalu, account of Mr. Christian Mekele, and account of a.n. Mr. Ferry Harahap. Furthermore, the money from the insurance crime was withdrawn in cash and handed over to Mrs. Swita Glorite Supit, and then deposited again into Mrs. Swita Glorite Supit account and other destination accounts. Money that has entered Mrs. Swita Glorite Supit account then spent valuable assets in the form of land and buildings, luxury vehicles, valuables namely branded bags, gold jewelry, and diamonds, used for office lease financing, and invested in legitimate businesses in AA Rafi FC as business capital.

Reviewed according to Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering, the actions of the Defendant Mrs. Swita Glorite Supit who has committed a series of acts with the aim of concealing or disguising traces or

origins of money derived from criminal acts in the field of insurance, the following articles can be applied:

1. Article 3, which reads that any person who places, transfers, transfers, spends, pays, grants, deposits, carries abroad, changes form, exchanges for currency or securities or other acts on assets that he knows or reasonably suspects are the proceeds of crime as referred to in Article 2 paragraph (1) with the aim of concealing or disguising the origin of assets shall be convicted of money laundering by imprisonment for a maximum of 20 (twenty) years and a maximum fine of IDR 10,000,000,000 (ten billion rupiah).

that the form of deeds committed by Mrs. Swita Glorite Supit to hide or disguise the origin of money from criminal acts in the insurance sector, namely by spending in the form of property assets in the form of land and buildings, buying luxury cars in the form of Toyota Alphard cars, buying treasure items in the form of branded bags, gold jewelry, and diamonds. Mrs. Swita Glorite Supit also pays the cost of renting shophouses used for insurance operations of PT. Asuransi Jiwa Sinarmas MSIG, Tbk, and invested as business capital in AA Rafi FC.

2. Article 4 which states that any person who conceals or disguises the origin, source, location, designation, transfer of rights, or actual ownership of property that he knows or reasonably suspects is the result of a crime as referred to in Article 2 paragraph (1) shall be convicted of money laundering with a maximum imprisonment of 20 (twenty) years and a maximum fine of IDR 5,000,000,000 (five billion rupiah).

that the form of deeds committed by Mrs. Swita Glorite Supit to hide or disguise the origin of money derived from criminal acts in the insurance sector, namely by spending in the form of valuable assets in the form of land and buildings, buying luxury cars in the form of Toyota Alphard cars, buying treasure items in the form of branded bags, gold jewelry, and diamonds. Mrs. Swita Glorite Supit also pays the cost of renting shophouses used for insurance operations of PT. Asuransi Jiwa Sinarmas MSIG, Tbk, and invested as business capital in AA Rafi FC.

3. Article 5 paragraph (1) which reads that any person who receives or controls the placement, transfer, payment, grant, donation, custody, exchange, or use of property that he knows or reasonably suspects is the result of a crime as referred to in Article 2 paragraph (1) shall be punished with a maximum imprisonment of 5 (five) years and a maximum fine of Rp1,000,000,000 (one billion rupiah).

that the form of deeds committed Swita Glorite Supit is receiving money transfers originating from insurance crimes committed by Mrs. Veike Alma Angelique Wakkary, S.P, after PT. Asuransi Jiwa Sinarmas MSIG, Tbk disburses the insurance policies of 7 (seven) customers to a BRI account that is different from the original account of the insurance customer, where Mrs. Veike Alma Angelique Wakkary, S.P, made transfers to several accounts, namely his account, Mrs. Welhelmina Ticoalu, Mrs. Swita Glorite Supit account, Mr. Christian Mekel's account, and a.n. Mr. Ferry Harahap's account, then the money was withdrawn in cash and handed over to Mrs. Swita Glorite Supit to be deposited again into her account and transferred to another account.

In this regard, in handling cases, the North Sulawesi Police Ditreskrim Investigator only applies the provisions of general crimes and / or criminal acts in the field of insurance as stated in the Criminal Code (KUHP) and Law 40 of 2014 concerning Insurance against actions that have been committed by Mrs. Swita Glorite Supit, namely Article 363 paragraph (1) 4th of the Criminal Code, Article 263 paragraph (1) of the Jo Criminal Code Article 55 paragraph (1) 1st of the Criminal Code, Article 263 paragraph (2) of the Criminal Code, Article 78 of Law 40 of 2014 concerning Insurance Jo Article 55 paragraph (1) 1st of the Criminal Code, Article 76 of Law 40 of 2014 concerning Insurance Jo Article 55 paragraph (1) 1st of the Criminal Code.

Against the application of the provisions of general criminal acts and criminal acts in the field of insurance against Mrs. Swita Glorite Supit, Public Prosecutor at the North Sulawesi High Prosecutor's Office, did not provide instructions (P-19) to the Investigator of General Criminal Investigation Directorate, North Sulawesi Regional Police to add articles related to money laundering as stipulated in Article 110 paragraph (2) of the Criminal Procedure Code, that in the event that the public prosecutor believes that the results of the investigation are still incomplete, the public prosecutor immediately returns the case file to the investigator with instructions to Equipped. Then the investigation case file has been declared complete (P-21) and then the Investigator submits the case file (Phase II) to the Public Prosecutor.

Furthermore, the Investigation Case File that has been declared complete then the Public Prosecutor makes an Indictment by applying charges in the form of alternatives between general crimes and crimes in the field of insurance against Mrs. Swita Glorite Supit, namely the First Charge, Article 78 of Law 40 of 2014 concerning Insurance, Jo Article 55 paragraph (1) 1st of the Criminal Code, Second Charge, Article 76 of Law 40 of 2014 concerning Insurance, Jo Article 55 paragraph (1) 1st of the Criminal Code, Third Charge, Article 363 paragraph (1) 4th of the Criminal Code, Fourth Charge, Article 263 paragraph (1) of the Criminal Code, Juncto Article 55 paragraph (1) 1st of the Criminal Code, Fifth Indictment, Article 263 paragraph (2) of the Criminal Code.

Based on the Public Prosecutor's Indictment, then Mrs. Swita Glorite Supit's Case File was transferred to the Manado District Court for examination and trial, where after the evidentiary process was completed, the Public Prosecutor in his Letter of Demand charged Mrs. Swita Glorite Supit with Article 78 of Law Number 40 of 2014 concerning Juncto Insurance Article 55 paragraph (1) 1st of the Criminal Code, with imprisonment for 5 (five) years reduced while the defendant is in temporary detention with an order to remain detained, and a fine of Rp 100,000,000.- (one hundred million rupiah) Subsidair 6 (six) months confinement.

Then the Manado District Court Judges have handed down the Manado District Court Decision Number: 125/Pid.Sus/2021/PN. Mnd dated June 8, 2021, which states that Mrs. Swita Glorite Supit has been legally and conclusively proven guilty of committing insurance crimes together as in the First Indictment of the Public Prosecutor, namely violating Article 78 of Law Number 40 of 2014 concerning Juncto Insurance Article 55 paragraph (1) 1st of the Criminal Code, with imprisonment for 4 (four) years 6 (six) months and a fine of Rp 100,000,000.- (one hundred million rupiah) provided that

if the fine is not paid it is replaced with imprisonment for 6 (six) months, and the evidence in the form of assets obtained from the crime is determined to be confiscated for auction and the proceeds are divided by 7 (seven) and returned to 7 (seven) victims equally, namely Mr. Jimmy Lientungan, Liana Leuw, Andrew Lientungan, Kiddy Christophel, Julius Kambuno, Bredly Kambuno, and Grandly Christophel.

Against the deeds of Mrs. Swita Glorite Supit, who is suspected of having committed money laundering crimes stemming from crimes in the insurance sector, namely money from the disbursement of PT. Asuransi Jiwa Sinarmas MSIG, Tbk belongs to 7 (seven) customers a.n. Jimmy Lientungan et al but the act has not been tried in the case of Manado District Court Decision Number: 125 / Pid.Sus / 2021 / PN. Mnd on June 8, 2021, then law enforcement officials can carry out legal proceedings again Mrs. Swita Glorite Supit actions is a lagging act that has not been tried in the previous case as stipulated in Article 71 of the Criminal Code.

The provisions of Article 71 of the Criminal Code aim to impose provisions on concurrent in the event that at trial the accused commits two or more criminal acts, but in the trial there are criminal acts that are not tried. Jan R Emmeling argued that the provision on the act was left behind to prevent the accused from being harmed due to the imperfection or incompleteness of the investigation or prosecution of the previous defendant.⁴²

This means that law enforcement officials, in this case, the Investigator of General Criminal Investigation Directorate, North Sulawesi Regional Police as an investigator of the original crime, namely a crime in the insurance sector, can again investigate suspected money laundering crimes committed by Mrs. Swita Glorite Supit allegedly violated Article 3 and/or Article 4, and/or Article 5 of Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering, where in her criminal conviction, the judge was guided by the provisions on concurrent criminal acts as stipulated in Article 65 of the Criminal Code.

This means that, in imposing a crime against Mrs. Swita Glorite Supit for the alleged criminal act of money laundering as a lagging act, then the crime that can be imposed is the maximum criminal threat regulated in Article 3 and / or Article 4 and / or Article 5 of Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering Crimes, which is a maximum of 20 (twenty) years plus 1/3 to 26 years, reduced by the prison sentence that has been imposed in the previous case (Manado District Court Decision Number: 125/Pid.Sus/2021/PN. Mnd dated June 8, 2021) which is 4 1/2 years, so that the prison sentence that can be imposed on Mrs. Swita Glorite Supit for money laundering committed as a lagging act is a maximum of 21 (twenty-one) years in prison.

Obstacles in Law Enforcement Against Perpetrators of Criminal Acts in the Insurance Sector in the Perspective of Money Laundering

⁴² Eddy O.S. Hiarij, *Prinsip-Prinsip Hukum Pidana*, Yogyakarta : Cahaya Atma Pustaka, 2014, p 349.

Based on the description of the results of the discussion of law enforcement against perpetrators of criminal acts in the insurance sector in the perspective of money laundering, broadly speaking, obstacles are found in law enforcement, namely legal standby constraints, legal structure constraints, and legal culture constraints, which can be described in the discussion below.

1. Legal Substance

Legal substance constraints are constraints related to laws and regulations, where provisions regarding criminal acts in the insurance sector are special criminal acts as regulated in Law Number 40 of 2014 concerning Insurance. This means that, against the actions of Defendant Mrs. Swita Glorite Supit who committed the act of embezzling insurance premiums and the act of falsifying insurance policies, although in general it is an act that is a criminal act of embezzlement and a criminal act of forgery of letters as stipulated in Article 372 of the Criminal Code and Article 263 of the Criminal Code, but against the actions of the Defendant Mrs. Swita Glorite Supit applied special criminal provisions as stipulated in Article 63 of the Criminal Code.

In this regard, when viewed from the facts of Mrs. Swita Glorite Supit actions who committed acts that began with providing incorrect information about insurance products, inputting incorrect data in submitting insurance policies, disbursing insurance policies without the owner's knowledge, and committing money laundering acts against money derived from disbursement of insurance policies, then against the actions of Defendant Mrs. Swita Glorite Supit is not only an act that can be applied to the provisions of a special crime contained in Law Number 40 of 2014 concerning Insurance, but also can be subject to Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering.

The provisions regarding the special criminal law as a *lex specialis* cannot be separated from problems in its implementation because an act committed is regulated by more than one special law so that it will affect criminal law enforcement due to differences in formal laws regulated in the special criminal law, and to solve these juridical problems, another principle is needed, namely the systematic *lex specialis* principle. Schaffmeister suggests that the criterion of provisions in systematic specialists is that the object of the general definition is set more fully within the framework of specific provisions.⁴³

Furthermore, constraints related to legal substance, namely the absence of regulations of the Financial Services Authority that regulate the procedures, procedures and activities of insurance agents as mandated by the provisions of Article 18 paragraphs (1) and (4) of Law Number 40 of 2014 concerning Insurance, that insurance companies can cooperate with other parties in order to obtain business or carry out some functions in the implementation of their business, where further provisions regarding such cooperation are regulated in the Financial Services Authority Regulation.

⁴³ *Ibid*, p. 353.

The Financial Services Authority regulation governing the agency is related to the provisions regarding the delegation of authority of the Financial Services Authority to the insurance business association, namely the Indonesian Life Insurance Association (AAJI) as stipulated in Article 69 of Law Number 40 of 2014 concerning Insurance, that the Financial Services Authority can assign or delegate certain authorities to insurance business associations in the context of regulation and / or supervision insurance business, where further provisions regarding the assignment or delegation of authority are regulated in the Financial Services Authority Regulation.

2. Legal Structure

Legal structure constraints are obstacles related to law enforcement agencies that directly handle criminal cases in the insurance sector as a predicate crime from money laundering proceeds of crime originating from criminal acts in the insurance sector. In handling criminal cases in the field of insurance committed by Mrs. Swita Glorite Supit, Investigator of General Criminal Investigation Directorate, North Sulawesi Regional Police only applies articles of general crimes, namely Article 263 paragraphs (1) and (1) of the Criminal Code, Article 363 paragraph (1) of the Criminal Code, Article 55 paragraph (1) 1 of the Criminal Code, and articles of criminal acts in the field of insurance, namely Article 76 and Article 78 of Law 40 of 2014 concerning Insurance for the act of forging insurance policies and embezzling insurance policy disbursement money belonging to 7 (seven) customers of PT. Sinarmas MSIG Life Insurance, Tbk a.n. Jimmy Lientungan et al.

The actions of investigators who only apply the provisions of the general crime article and criminal acts in the insurance field can be caused by the investigator who handles the Mrs. Swita Glorite Supit Case did not understand very well that against the case of Mrs. Swita Glorite Supit can not only be applied criminal acts in the field of insurance, but also can be applied money laundering crimes based on the facts of the acts committed by Mrs. Swita Glorite Supit who has committed money laundering crimes with the aim of hiding or disguising the origin of money derived from the disbursement of insurance policies belonging to 7 (seven) customers of PT. Asuransi Jiwa Sinarmas MSIG, Tbk a.n. Jimmy Lientungan et al, so against Mrs. Swita Glorite Supit could be held criminally liable for her alleged money laundering offences.

In handling the case of Mrs. Swita Glorite Supit at the investigation stage by the Investigator of General Criminal Investigation Directorate, North Sulawesi Regional Police, the Supervisor of the Investigator and the Investigator Supervision Section should supervise the investigation, one of which is through the mechanism of the case title as stipulated in Article 40 letter b of the Chief of Police Regulation Number 6 of 2019 concerning Criminal Investigation, where the supervisor of the investigator and the supervisory function of the investigation analyze the facts of the actions committed by Mrs. Swita Glorite Supit, and then provided instructions and advice to the Investigator handling the case to apply the provisions of the money laundering article as stipulated in Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering.

In addition, against the investigation case file a.n. Mrs. Swita Glorite Supit, who was sent by the General Criminal Investigation Directorate, North Sulawesi Regional Police

who only applied the provisions of the general crime and crime articles in the insurance sector, should have received instructions (P-19) from the North Sulawesi High Prosecutor's Research Prosecutor at the pre-prosecution stage who received the submission of the Phase I investigation case file based on the facts of the acts committed by Mrs. Swita Glorite Supit as stipulated in Article 110 paragraph (2) of Law Number 8 of 1981 concerning the Code of Criminal Procedure (KUHAP).

3. Legal Culture

Legal culture constraints are obstacles related to legal knowledge, awareness and legal compliance with applicable laws and regulations, in this case the provisions on criminal acts in the field of insurance and money laundering, where the public in general still does not know and understand well the provisions governing criminal acts in the field of insurance and money laundering so that when reporting the events they experience, The public still reports on suspicions of general crimes as stipulated in the Criminal Code despite the fact that the events experienced by the community are crimes in the field of insurance and money laundering crimes which are special crimes.

In the case of Mrs. Swita Glorite Supit, a community member who became a victim of the actions committed by Mrs. Swita Glorite Supit, namely Mr. Jimmy Lientungan et al reported Mrs. Swita Glorite Supit actions to the Police on suspicion of theft of PT. Asuransi Jiwa Sinarmas MSIG, Tbk as stipulated in Article 363 paragraph (1) 4th of the Criminal Code, the crime of forging the insurance policy of PT. Asuransi Jiwa Sinarmas MSIG, Tbk as referred to in Article 263 of the Criminal Code, the criminal act of embezzlement of insurance premiums as stipulated in Article 76 of Law 40 of 2014 concerning Insurance, and the crime of falsifying insurance documents as stipulated in Article 78 of Law 40 of 2014 concerning Insurance.

In addition, people who are victims of Mrs. Swita Glorite Supit actions, namely Mr. Jimmy Lientungan et al, did not know and understand well the provisions that specifically regulate money laundering, where the actions committed by Mrs. Swita Glorite Supit who has committed a series of acts with the aim of concealing, disguising or eliminating the origin of money derived from insurance crimes committed by disbursing PT. Asuransi Jiwa Sinarmas MSIG, Tbk owned by Mr. Jimmy Lientungan et al is an act categorized as money laundering as stipulated in Article 3, Article 4, and Article 5 of Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering.

IV. CONCLUSION

Based on the description of the discussion as stated in the previous chapter, it can be concluded, First, that law enforcement against perpetrators of criminal acts in the insurance sector in the perspective of money laundering in cases committed by Mrs. Swita Glorite Supit based on Manado District Court Decision Number: 125/Pid.Sus/2021/PN. Mnd dated June 8, 2021, still cannot be implemented optimally in accordance with the provisions of the applicable laws and regulations, where the Investigator and Public Prosecutor who handle the case only apply the provisions of general crimes, namely

Article 363 paragraph (1) 4 of the Criminal Code, Article 263 paragraph (1) of the Criminal Code, and the provisions of insurance crimes, namely Article 76 and Article 78 of Law 40 of 2014 concerning Insurance despite the fact that Mrs. Swita Glorite Supit committed money laundering with the aim of concealing or disguising the origin of money derived from the disbursement of insurance policies, so as to the actions of Mrs. Swita Glorite Supit can apply the provisions of Article 3, Article 4, and Article 5 of Law Number 8 of 2010 concerning the Prevention and Eradication of Money Laundering. Second, obstacles in law enforcement against perpetrators of criminal acts in the insurance sector in the perspective of money laundering in the Mrs. Swita Glorite Supit case, consists of aspects of legal substance where provisions on insurance crimes and provisions on money laundering are special crimes regulated in special criminal acts so that law enforcement only applies criminal provisions in the field of insurance, and there are no OJK regulations governing the procedures, procedures and activities of insurance agents, then the legal structure aspect, where law enforcers, namely Investigators and Public Prosecutors who handle cases, only apply the provisions of general crimes and insurance crimes, but do not apply the provisions of money laundering in accordance with the facts of the acts committed by Mrs. Swita Glorite Supit, and aspects of legal culture, where the public does not know and understand the provisions on criminal acts in the field of insurance and provisions on money laundering so that when they become victims and report the events they experience only based on provisions on general crimes as stipulated in the Criminal Code

V. SUGGESTION

Based on the findings of the research results as concluded above, it is recommended, First, that the Financial Services Authority make regulations that specifically regulate the procedures, procedures, and activities of life insurance agents as an adequate legal basis and guideline for life insurance agents in the implementation of insurance activities. Second, so that the General Criminal Investigation Directorate, North Sulawesi Regional Police, the High Prosecutor's Office of North Sulawesi and the Manado State Prosecutor's Office increase human resources for Investigators and Public Prosecutors in order to understand well the provisions of money laundering crimes. Third, so that the Financial Services Authority and other relevant agencies conduct legal counseling to the public so that they can know and understand the provisions in the field of insurance and money laundering so that they can avoid insurance and money laundering crimes in their lives.

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