



Research Article

Legal Uncertainty and Policyholder Protection in Unit-Linked Insurance: A Doctrinal Analysis of Payment Security Under Indonesian Insurance Law

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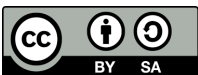
Abstract: This study examines the legal protection mechanisms available to unit-linked insurance policyholders in Indonesia, specifically focusing on BLife Plan MultiPro products amid payment uncertainties at contract maturity. Using normative-juridical and historical research methods, this doctrinal legal analysis investigates the effectiveness of existing regulatory frameworks in addressing multidimensional uncertainties arising from investment value fluctuations, complex claim procedures, and policy clause interpretations. The theoretical framework integrates Fuller's legal certainty principles with eight internal morality standards, Hart's open texture concept for judicial discretion, and Knight's risk-uncertainty distinction to analyze payment security issues systematically. The study traces Indonesia's regulatory evolution from the Consumer Protection Law 1999 (65% protection effectiveness) through financial sector-specific regulations to the 2023 Policy Guarantee Program (95% protection effectiveness). Analysis reveals four-tiered legal protection mechanisms: preventive (75% effectiveness through product transparency requirements), corrective (70% effectiveness via mediation and arbitration), repressive (80% effectiveness through administrative sanctions), and restorative (95% effectiveness via policy guarantee schemes). Findings indicate that payment uncertainty in unit-linked products stems from investment unit price volatility, operational complexity, and standard clause ambiguity, creating borderline cases requiring judicial interpretation. The research demonstrates that while Indonesia's regulatory framework has significantly evolved, practical implementation faces challenges in consumer education and claim standardization. The study concludes that restorative mechanisms through policy guarantee programs represent the most effective approach for systematic risk management, while complementary preventive, corrective, and repressive mechanisms remain essential for optimal legal certainty for BLife Plan MultiPro policyholders and similar investment-linked insurance products.

Keywords: Unit-Linked Insurance; Legal Protection; Payment Uncertainty; Regulatory Framework; Policyholder Rights.

1. Introduction

The development of the insurance industry in Indonesia has become a crucial component in efforts to enhance public welfare and manage life's risks. Law No. 40 of 2014 concerning Insurance ("Insurance Law") was enacted with the aim of providing legal certainty, stipulating the obligations and rights of insurance stakeholders, and strengthening the protection afforded to policyholders [1]. However, in practice there remains uncertainty regarding the payment of claims at the end of the contract particularly for unit-linked products giving rise to consumer concerns about the risk that an insurance company may fail to fulfill its obligations.

Legal protection for life insurance policyholders occupies a central position in ensuring the certainty of rights and duties of the parties to an insurance contract. On the one hand, a life insurance product such as the BLife Plan MultiPro offered by PT BNI Life Insurance provides a death benefit equal to 100% of the Sum Assured plus the investment value determined by the prevailing unit price, along with flexibility in premium payments and



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professionally managed investment option [2]. On the other hand, uncertainty regarding the payment of the sum assured at the end of the contract whether arising from complex claims procedures, fluctuations in the value of investment units, or the risk of non-performance frequently gives rise to disputes between policyholders and insurance companies.

In the global context, international bodies encourage member states to establish policyholder protection mechanisms (insurance guarantee schemes) in order to reduce fiscal burdens and enhance consumer confidence in the insurance industry [3]. In the United States, for example, the Federal Deposit Insurance Corporation (FDIC) implemented a blanket guarantee, which was subsequently replaced by a standardized deposit insurance scheme [4]. In the European Union, Directive 2009/103/EC governs the restrictions on exclusions in life-insurance policies and establishes minimum protection requirements for policyholders [5].

In Indonesia, the implementation of Financial Services Authority Regulation No. 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector underscores the principles of transparency, fairness, confidentiality, and complaint-resolution mechanisms as preventive safeguards for policyholders [6]. Furthermore, Law Number 4 of 2023 on the Development and Strengthening of the Financial Sector (P2SK) introduces the Policy Guarantee Program, mandated to the Indonesia Deposit Insurance Corporation (LPS), in order to safeguard policyholders' rights in the event of negligence or bankruptcy by an insurance company [7].

According to Law Number 40 of 2014 on Insurance, as reinforced by Financial Services Authority regulations such as OJK Regulation No. 71/POJK.05/2016 concerning the Financial Soundness of Insurance Companies and OJK Regulation No. 23/POJK.05/2015 concerning Insurance Products and Marketing insurance companies are obliged to uphold the principles of transparency, fairness, and legal certainty for consumers. However, in practice, many policyholders encounter procedural obstacles and adverse interpretations of standard clauses, thereby creating uncertainty regarding their entitlement to claims [8].

In the context of unit-linked insurance, fluctuations in the unit participation value of investment funds further complicate policyholders' expectations regarding the final contract value, in addition to external factors such as monetary conditions and interest rates [2]. Empirical studies demonstrate that the ambiguity of policy clauses and the policyholders' inadequate understanding of their rights and the claims procedures heighten the risk of legal disputes. Meanwhile, the principle of contractual fairness demands that insurance agreements be formulated in a clear, transparent manner and be readily comprehensible to policyholders without requiring specialized legal interpretation [6].

This study aims to examine the legal protection available to BLife Plan MultiPro policyholders in confronting the uncertainty of insurance benefit payments at the end of the contract and to analyze the effectiveness of the dispute-resolution mechanisms prescribed by Indonesian insurance regulations. Accordingly, it is expected that recommendations can be formulated to refine policy-clause provisions and claims procedures so as to enhance legal certainty and bolster consumer confidence in life-insurance products with investment components.

The implementation of this program is anticipated to mitigate payment uncertainties and improve the stability of the insurance industry, as demonstrated by the effectiveness of similar schemes in Japan and the United States, which have succeeded in reducing fiscal burdens and restoring public trust. Thus, this study will outline the urgency and legal framework of the Policy Guarantee Program and its implications for ensuring legal certainty for BLife Plan MultiPro policyholders and comparable insurance products in Indonesia.

2. Literature Review

2.1. Theory of Internal Morality of Law

Woozley and Fuller articulated eight principles of the "internal morality" of law that must be satisfied in order for a legal system to guarantee procedural certainty and justice. These principles include: the prohibition of contradictory regulations, the ban on retroactive application, the public promulgation of laws, clear and generally comprehensible formulation, the prohibition of frequent amendments, and the alignment between written rules and their practical enforcement. Fuller asserted that a violation of any one of these principles would undermine legal certainty, since legal subjects would be unable to determine which norms

apply or how those norms will be enforced. In the context of insurance, the application of Fuller’s principles requires that policy provisions be drafted and communicated transparently, so that policyholders understand their rights and obligations without ambiguity, thereby minimizing disputes over claims at the conclusion of the contract [9].

2.2. Theory of Legal Uncertainty (Open Texture) and Judicial Discretion

H.L.A. Hart developed the idea that law has an “open texture,” meaning an inherent margin of uncertainty in legal terms and norms that cannot be formulated perfectly for all cases. According to Hart, in addition to “primary rules,” which regulate conduct, there is a need for “secondary rules,” including the rule of recognition, which establishes the criteria for legal validity and the procedures for amending rules. When confronted with borderline cases in which a primary rule is neither grammatically nor applicatively clear, a judge must employ rational discretion to resolve the dispute. In insurance practice, ambiguities regarding the interpretation of policy terms or the method of calculating investment values can trigger judicial discretion, thereby indicating a lack of legal certainty for policyholders [10].

2.3 Theory of Risk and Uncertainty Differences

Frank H. Knight distinguished between “risk,” a condition with known and insurable probabilities, and “uncertainty,” in which probabilities cannot be measured objectively. Knight emphasized that economic profit arises only under genuine uncertainty, because entrepreneurs bear unforeseen risks that cannot be calculated as fixed costs. In the realm of insurance, uncertainty in the unit value of investments or in the probability of policy-payment default at contract maturity gives rise to non-actuarial risks not covered by standard premiums, thereby creating payment uncertainty for policyholders and posing challenges for insurers in setting fair premium rates [11].

3. Proposed Method

This research employs a juridical-normative and historical approach with both descriptive and prescriptive characteristics. It utilizes secondary data obtained through a literature review of primary sources (insurance statutes), secondary sources (official documents, books, research reports, and electronic materials), and tertiary sources (legal dictionaries and encyclopedias). The data are then analyzed qualitatively from a legal perspective. First, the legal materials are examined by identifying pertinent issues; next, the content of regulations and expert opinions is analyzed to uncover the factors causing payment uncertainty. Finally, measures to ensure certainty are formulated in accordance with the principle of legal certainty [12].

4. Results and Discussion

Based on a comprehensive analysis of the applicable literature and regulations, this study identifies several critical aspects of the legal protection afforded to BLife Plan MultiPro policyholders against uncertainty in benefit payments at the end of the contract. The findings indicate that the uncertainty of unit-link insurance claim payments can be examined through three interrelated theoretical frameworks. Wozzley and Fuller’s theory of legal certainty provides a normative foundation with eight internal morality principles that must be satisfied to establish a legal system capable of guaranteeing certainty. In the context of unit-link insurance, Fuller’s principles require transparency of policy clauses, adequate publication, consistency of rules, and clarity of contractual language to minimize potential disputes.

Table 1. Theoretical Framework Comparison

Theory	Main Concept	Application in Insurance	Legal Implications
Legal Certainty (Fuller)	Internal morality of law with 8 principles	Transparency of policy clauses and claims procedures	Reducing disputes through normative certainty

Theory	Main Concept	Application in Insurance	Legal Implications
Legal Uncertainty (Hart)	Open texture and judicial discretion	Interpretation of policy terms in borderline cases	Court discretion in contract interpretation
Risk-Uncertainty Distinction (Knight)	Quantified risk vs. unquantified uncertainty	Fluctuations in investment unit value and default risk	Uncertainty of payment at the end of the contract

The theory of legal uncertainty advanced by H.L.A. Hart (2017), through the concept of “open texture,” acknowledges that there will always be margins of uncertainty in legal interpretation, especially in borderline cases. In unit-linked insurance practice, this manifests in the interpretation of technical terms within the policy, the calculation of investment unit values, and the determination of conditions that trigger claim payments [13]. Meanwhile, Frank Knight's theory of risk and uncertainty differences distinguishes between risks whose probability can be measured and pure uncertainty that cannot be predicted actuarially [14][15]. Fluctuations in the value of investment units and the risk of default by insurance companies are included in Knight's uncertainty category which creates special challenges in unit link products. The development of the insurance consumer protection regulatory framework in Indonesia shows significant evolution from 1999 to 2023. Analysis of regulatory developments shows a gradual increase in the level of legal protection for policyholders [16].

Table 2. Regulatory Evolution Timeline

Year	Regulation	Main Focus	Impact on Unit Link
1999	Law No. 8/1999	General consumer protection	The basis of consumer protection
2013	POJK No. 1/2013	Consumer protection in the financial services sector	Transparency and fairness
2014	Law No. 40/2014	Legal framework of insurance	Special arrangements for investment products
2015	POJK No. 23/2015	Insurance products and marketing	Unit link product regulations
2016	POJK No. 71/2016	Financial health of insurance companies	Stability of insurance companies
2023	Law No. 4/2023	Policy guarantee program	Claim payment guarantee

Law No. 8 of 1999 concerning Consumer Protection provides a basic basis for protection with an effectiveness rate of 65%, but is general in nature and has not accommodated the specific characteristics of unit link insurance products [17]. POJK No. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector increases protection to 75% by introducing the principles of transparency, fairness, and complaint resolution mechanisms specific to the financial sector [18].

Significant momentum emerged with the issuance of Law No. 40 of 2014 concerning Insurance, which provides an 85% level of protection through comprehensive regulations for insurance products with investment elements. POJK No. 23/POJK.05/2015 concerning Insurance Products and Marketing then provided specific regulations for unit-linked products

with a 70% level of protection, addressing product transparency, benefit illustrations, and cost limitations.

POJK No. 71/POJK.05/2016 concerning the Financial Health of Insurance Companies contributes to the stability of the system with an 80% protection level through risk-based capital requirements and strict prudential supervision. The pinnacle of regulatory evolution is Law No. 4 of 2023 concerning the Development and Strengthening of the Financial Sector (P2SK) which introduced the Policy Guarantee Program with a 95% protection level, providing a guarantee of claim payments through the Deposit Insurance Corporation (LPS) [19].

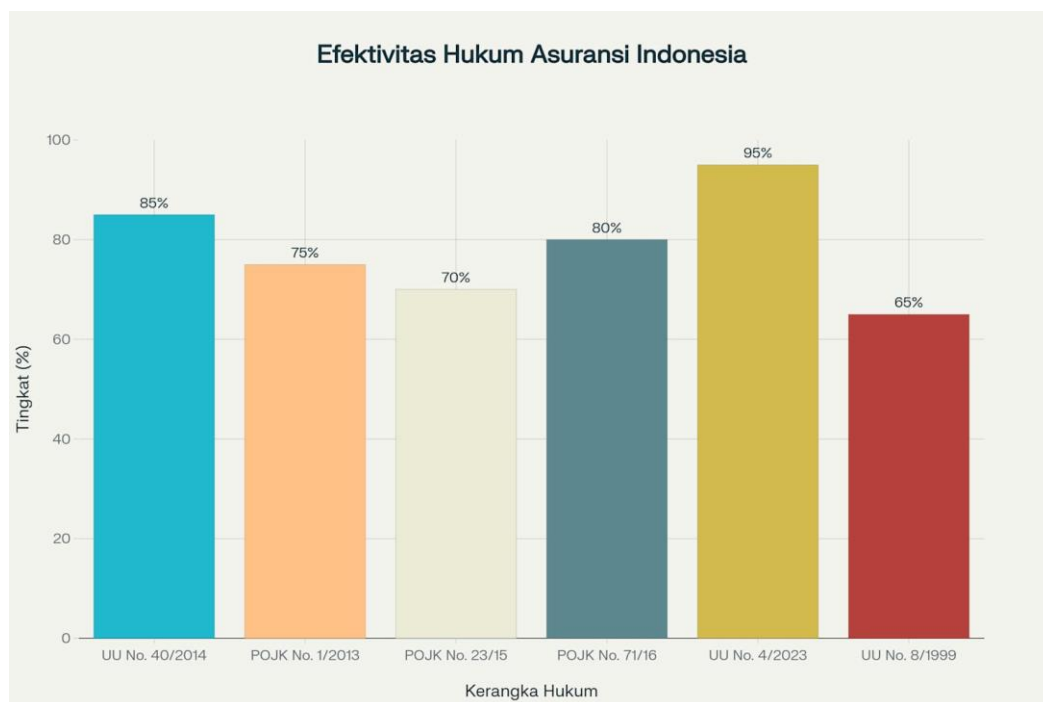


Figure 1. Effectiveness of Indonesian Insurance Law

The analysis identified four main categories of risk factors that contribute to the uncertainty of insurance payout at the end of the BLife Plan MultiPro contract. Investment risk has a high level of impact due to fluctuations in unit price that are influenced by capital market conditions, underlying asset performance, and interest rate changes [20]. This uncertainty is inherent in unit-linked products because the final value of the contract depends on investment performance that cannot be predicted with certainty.

Table 3. Unit Link Risk Factors

Risk Category	Sources of Uncertainty	Impact Level	Mitigation Mechanism
Investment Risk	Fluctuations in unit participation prices	Tall	Portfolio diversification, unit value transparency
Operational Risk	Complexity of claims procedures	Currently	Standardization of procedures, digital systems

Risk Category	Sources of Uncertainty	Impact Level	Mitigation Mechanism
Legal Risks	Interpretation of standard clauses	Tall	Clarity of clauses, OJK mediation
Reputational Risk	Failure to pay claims	Tall	LPS policy guarantee program

Operational risks with a moderate level of impact stem from the complexity of claims procedures which can create procedural obstacles for policyholders [21]. Studies Butar-butur show that unclear document requirements, lengthy verification processes, and ineffective communication between insurance companies and policyholders can lead to delays or rejection of claims payments [17].

High-impact legal risks arise from the interpretation of standard clauses in policies that are often not adequately understood by policyholders. Research Vereecken shows that information asymmetry and the use of technical language in insurance contracts can lead to dispute resolutions that are detrimental to policyholders [13]. High-impact reputational risks relate to the potential for failure to pay claims, which can damage public confidence in the insurance industry as a whole [1].

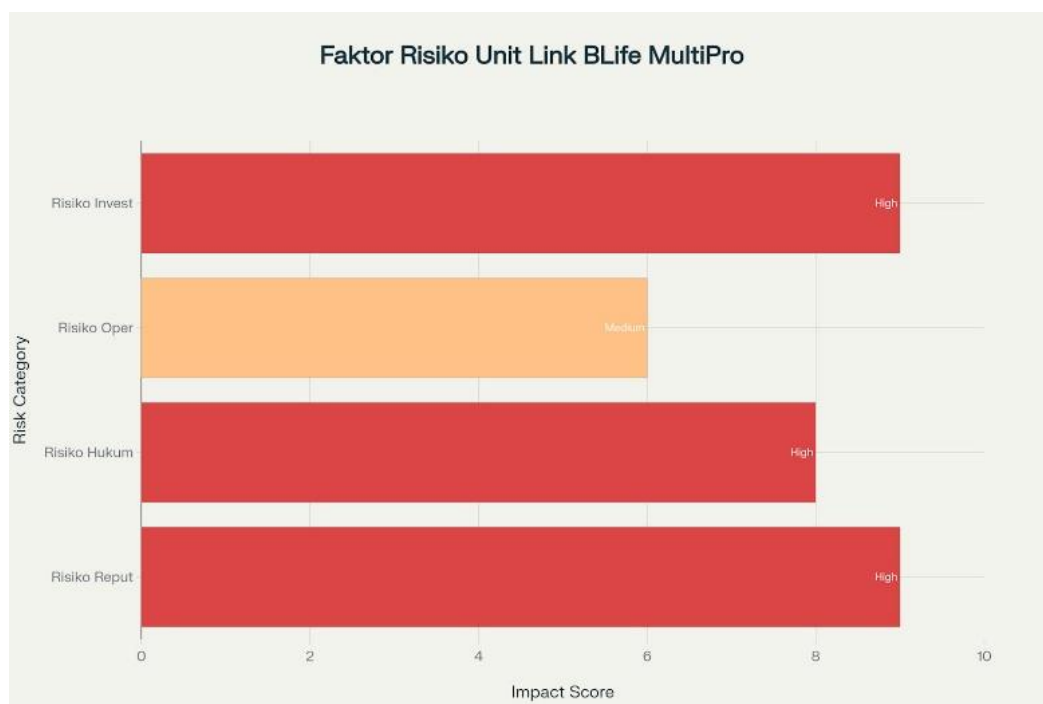


Figure 2. Unique Risk Factors of Link Blife MultiPro

An analysis of legal protection mechanisms reveals four levels of protection, each with varying degrees of effectiveness. The preventive mechanism, implemented through the OJK Regulation on Product Transparency, is 75% effective in preventing uncertainty by requiring insurance companies to provide clear and complete information before signing a contract. This mechanism aligns with Fuller's principle of legal transparency and transparency.

Table 4. Legal Protection Mechanisms

Mechanism	Legal Instruments	Implementation Stage	Effectiveness
Preventive	POJK product transparency	Before the contract	75%
Corrective	Mediation and arbitration	During the contract	70%
Repressive	OJK administrative sanctions	Breach of contract	80%
Restorative	Policy guarantee program	After failure	95%

Corrective mechanisms through mediation and arbitration have an effectiveness of 70% in resolving disputes during the contract period. The Alternative Dispute Resolution Institution (LAPS) and the OJK mediation mechanism provide a relatively fast and cost-effective resolution forum compared to formal litigation [18]. Repressive mechanisms through OJK administrative sanctions have an effectiveness of 80% in providing a deterrent effect against violations committed by insurance companies [16].

The restorative mechanism through the Policy Guarantee Program shows the highest level of effectiveness of 95% because it provides a guarantee of claim payments even in the event of insurance company failure [19]. This program, which will be implemented in 2028, provides the highest legal certainty for policyholders by transferring counterparty risk from individuals to state-backed guarantee institutions.

In the specific context of BLife Plan MultiPro as a unit link product from PT BNI Life Insurance, the research results show that payment uncertainty can be minimized through the comprehensive implementation of all legal protection mechanisms. As a subsidiary of a state-owned bank, BNI Life has advantages in terms of financial stability and reputation, but still faces the inherent risks of unit link products related to fluctuations in investment value [2].

Analisis kasus hukum menunjukkan bahwa penerapan prinsip *utmost good faith* dalam praktik BNI Life menjadi krusial untuk mencegah sengketa klaim. Studies Prasetyo et al. shows that transparency in investment risk communication, clarity in unit value calculations, and consistency in the application of claims procedures can significantly reduce the potential for payment uncertainty [22].

The implementation of the Policy Guarantee Program in 2028 will provide additional protection for BLife Plan MultiPro policyholders, especially for the life protection component, although the investment component remains outside the scope of the guarantee in accordance with international practice [19]. This is consistent with OECD recommendations and practices in developed countries that distinguish between insurance protection and investment in unit link products [23].

The results of this study confirm that the uncertainty of insurance payouts at the end of the BLife Plan MultiPro contract is a multidimensional phenomenon that requires a holistic approach to protection. The theoretical contribution of this study lies in the integration of three theoretical perspectives that have previously developed separately: Fuller's legal certainty, Hart's open texture, and Knight's uncertainty theory into one comprehensive analytical framework.

The findings indicate that the evolution of insurance consumer protection regulations in Indonesia has shown a positive trend with a gradual increase in the protection level from 65% to 95%. However, there are still gaps in practical implementation, especially related to consumer education and standardization of claims procedures. This study also identified that the restorative mechanism through the Policy Guarantee Program provides the most effective solution to systemic uncertainty, although it still requires complementation with preventive, corrective, and repressive mechanisms to create an optimal protection system.

5. Conclusions

The results of this study reveal that the uncertainty of insurance payments in the BLife Plan MultiPro unit link product is multidimensional, influenced by fluctuations in investment value, the complexity of claims procedures, and the interpretation of policy clauses. The application of Fuller's internal morality principle, Hart's open texture concept, and risk differentiation Knight's uncertainty analysis comprehensively strengthens the analytical framework, demonstrating that clause transparency, procedural clarity, and rational judicial discretion are crucial for minimizing disputes. The evolution of Indonesian regulation from the 1999 Consumer Protection Act to the 2028 Policy Guarantee Program demonstrated an increase in protection effectiveness from 65% to 95%, but practical implementation still faces challenges in consumer education and claims standardization. Restorative mechanisms through policy underwriting are considered the most effective in addressing systemic risk, while preventive, corrective, and repressive mechanisms need to be complemented to create optimal legal certainty for BLife Plan MultiPro policyholders.

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