Asset Transfer Of Subsidiary Of PT ASKES (Persero) And Its Implications For The Utility Of Participant Health Security

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Abstract. This research aims to learn about PT AJII transformation process as well as the implications of the transfer concerning service delivery to the National Health Insurance beneficiary. This is a normative empirical research, analyzing provision of the prevailing laws, legal principles and of the practice by carrying out library and field research. Informants of the research were the Primary Commissioner of PT AJII, who acted as internal supervisor of the transfer, member of Social Security Agency Bodies, (BPJS) and experts of social security who provided information and solution about the problems researched. The data obtained were analyzed by using qualitative method.

Research result indicated that 80 percent shares of PT AJII were acquiesced, resulting in a transfer of control toward the company. The transfer process was problematic, dilemmatic, and potentially illegal. In addition to the three different legal provisions involved, the transfer also had to comply with both the public interest, that was the stakeholder participants, and the private interests, (shareholder of PT AJII). There was a possibility of illegality. It was on 23 of December 2013 that the transfer process of PT AJII was still in the stage of agreement signing, while the whole process had to end before 1 January 2014. This is in accordance with article 60 paragraph (3) of BPJS Law, that on 1 January 2014 PT Askes was no longer exist. All legal acts on behalf of PT Askes, including the transfer of its subsidiary company, remain intolerate because the management of PT Askes had become the management of BPJS. Additionally, it was also found that the transfer could have an implication to the increase of the service capacity of BPJS and the increase of utility for the participants.

Keywords: BPJS, assets transfer, implications , utility

BACKGROUND

Under the order of Social Security Management Agency Law (UU BPJS), No. 24, 2011, Social Security Agency Bosies of Health (BPJS Kesehatan) has a duty to provide health insurances for Indonesian citizens.¹ BPJS Kesehatan is a transformation of Health Insurance State Limited Liability Company (PT Askes (Persero)), a state owned company that has previously provided the service (BUMN JS). This transformation is then followed by transfer of assets, liabilities, legal rights and obligations of BPJS Kesehatan.

In accordance with article 58, point b BPJS Regulation, the Board of Directors and Commissioner of PT Askes are in charge of supervising the transfer of assets of PT Askes including to transfer a subsidiary company.¹ This subsidiary company of PT Askes is obviously PT Asuransi Jiwa Inhealth Indonesia (AJJI Ltd.). AJJI Ltd.has been engaging in life insurances for more than 4 years, with Inhealth Manage Care and Inhealth Indemnity as its best products.

PT Askes (BPJS Kesehatan and PT AJII have different legal provision in terms of their legal provisions for
public corporate company, State Owned Company) (UU BUMN), and limited liability company. These differences in legal provision indicate differences in company’s orientation, which may cause conflict of interests and legal problems during the transfer of assets process. PT AJII is an independent legal entity that is a subject to article 102 paragraph (1) of Law No. 40 of 2007 on Ltd., which requires the board of directors to seek approvals from Shareholders General Meeting (RUPS) in transferring company’s assets. Additionally, a state-owned organizes also bound to fiduciary duty principle to make decisions that are not in conflict with the interests of stakeholders, i.e. shareholders, employees, creditors, and local community, which are protected by the law.

The previously described situation compelled the researcher to learn how the transfer of assets of PT Askes, into BPJS Kesehatan, by conducting a study entitled “THE TRANSFER OF A SUBSIDIARY OF PT ASKES TOWARDS BPJS Kesehatan AND ITS IMPLICATIONS TO THE BENEFICIARY”.

RESEARCH METHODS

This study is a normative empirical research, analyzing both the provision of the prevailing regulation, principles of law and the reality of practice in the field through both library and field research. The library research was focused on the normative study of primary, secondary, and tertiary laws. The field research was conducted to obtain data from informants including Mr Gufron Mukti Ali, Commissioner of AJII Ltd.; Mr. Timoer Sutanto, Member of the National Social Security Council (Jamsosnas), and Mr. AA Oka Mahendra, a statutory consultant for social security. The study was conducted in Jakarta.

This study used non-probability sampling technique with purposive sampling method. Data collecting was done through both direct and phone interviews, abiding by the interview guide. Data were analyzed by using qualitative data analysis.

RESULT AND DISCUSSION

1. The Implementation of the Transfer of PT Askes’ Subsidiary Company to BPJS Kesehatan

There are three important aspects to the transfer of PT Askes subsidiary company to BPJS Kesehatan. Those aspects are the relationship between AJII Ltd. and PT Askes within a group affiliated company, the implementation of principles of law, and the transfer methods.

1) The Relationship between AJII Ltd. and PT Askes within a group company

Both AJII Ltd. and PT Askes are legally independent and are led by PT Askes as the parent company. Both companies have the legal status as a legal entity and, therefore, in a civil relationship, both are independent and are subjects to the company law.

As a subsidiary of PT Askes, AJII Ltd. is a subsidiary of a state-owned company (BUMN). In Article 1 point 2 Regulation of State Minister on State-Owned Enterprises of 2012 No. 3, a subsidiary of state-owned enterprises is defined as a limited liability company largely owned by the state or a limited liability company that is controlled by the state.

As such, AJII Ltd. is under the direct control of PT Askes, according to the nature of independence and a limited liability company that the number of shares being controlled, and being represented by the board of directors as well as the commissioner board of PT Askes in its management. Due to the fact that 99.4 percent shares of AJII Ltd. are owned by PT Askes and due to the corresponding characteristics of the group company, the Board of Directors of PT Askes have full control to transfer AJII Ltd.

2) The Implementation of Lex Specialis Derogat Legi Generali Principle of Law

The transfer of AJII Ltd. involves three different legal provisions in which each is representing different interest, and thus there is a potential for law contention. To avoid conflict, the implementation of principles of law is required.

The transfer of AJII Ltd. must not be in conflict with the principles of law, particularly the principle of lex specialis derogat legi generali. Therefore, an understanding of lex specialis derogat legi generali principle of law is required.

A general principle of law is not a concrete law. It underlies regulations, contained in a legal system and manifested in legislations and positive law such as legal verdicts, and is observable by inquiries for common traits in a concrete law. Thus, according to Sudikno Mertokusumo, a principle of law is not a concrete law, but the basic underlying rule that are general or abstract.

A principle of law is an essential and fundamental element in law. Sutjipto Rahardjo said that principle of law is the “heart” of law. Hence, the principle of law is the most extensive foundation for generating regulation. This means that the regulations can eventually be traced back to this principle. In addition to being a foundation of law, the principle of law is also the ratio legis of regulations.

To deal with law contentions in the implementation of the transfer of AJII Ltd, it is necessary to apply the lex specialis derogat legi generali principle of law. According to Bagir Manan, there are three principles in the implementation of the principle of law, namely:

1. Regulations found in the common law still apply,
unless specifically stipulated in the specific regulations;
2. Regulations from a *lex specialis* must be equal in degree with regulations from a *lex generalis* (legislation with legislation);
3. Regulations from a *lex specialis* must be in the same legal environment (regime) as any *lex specialis*. Both Commercial Code (*KUH Dagang*) and Civil Code (*KUH Perdata*) are listed under the civil law environment.

According to Bagir Manan, the principle of *lex specialis* is one of the implementation of principles of positive law, which is done by the judiciary also in order to:
1. Carry out the law as a function of service or supervising the society, such as licensing, endorsement, expression of no objection, etc.; and
2. Maintain the law when there is a violation.

Thus, the implementation of the principle of *lex specialis legi generali derogat* includes three scopes, the scope of application of the law in society, the scope of justice, and the scope legal defense.

Meanwhile, according to C. Waaldijk, the principle of *lex specialis* means that judicial enforcement (*juridische gelding*) of regulations of the same degree (*gelijke order*) complements each other. However, if the regulations, which are equally the same in degree, are conflicting (*macht elkaar in strijd zijn*), then judges need to decide which regulation to be applied. If there is no settlement to the conflicting regulations, then judges are given the freedom to choose by adhering to two unwritten principles (*regels ongeschereven*), namely:
1. *Lex derogat legi generali* (specific regulations dismiss the general ones), and
2. *Lex posterior derogat legi anteriori* (new regulations dismiss the old ones).

Based on the two unwritten principles of law, the legislation may leave it to the judge to decide which of the conflicting regulations to be applied.10

**a) The Implementation of the Principle of *Lex Specialis Derogat Legi Generali* within the transfer of AJII Ltd. as a Subsidiary of *PT Askes***

As previously explained, the transformation of AJII Ltd. cannot be separated from the dissolution of *PT Askes*. Therefore, the implementation of the principles of law covers both the dissolution of *PT Askes* and the transformation of AJII Ltd.

Regulation on Article 60 paragraph (3) of Law of 2011 No.24 concerning *BPJS* is a *lex specialis* underlying the two events; the dissolution and the transfer of assets and liabilities of *PT Askes*. The regulation reads, “as *BPJS Kesehatan* begins operations as referred to in paragraph (1): a. *PT Askes* is declared to be dissolved without liquidation, and all assets and liabilities as well as the legal rights and obligations of *PT Askes* are to bethe assets and liabilities as well as the legal rights and obligations of *BPJS Kesehatan*.1

According to principles of law of *lex specialis legi generali derogate*, specific regulations dismiss the general ones. Provision on the dissolution of *PT Askes*, as stipulated in Article 60 paragraph (3) of the *UU BPJS* is a *lex specialis* (specific regulation), which dismisses general regulations in the dissolution of a limited liability company which is regulated in the *UU BUMN* and the Law concerning Ltd.

There are three general regulations (*lex generalis*) applicable in regulating the dissolution of *PT Askes*, but those are ruled out with the enactment of Law of 2011 No. 40 concerning *BPJS*. Those general regulations are:
1. Article 64 paragraph (1) of Law of 2003 No. 19 concerning state-owned enterprises (*UU BUMN*), which reads, “The dissolution of a state-owned enterprise is regulated in a government regulation.”11
2. Article 142 paragraph (2) of Law of 2007 No. 40 concerning Ltd., states that in the event of a dissolution of a company as referred to in paragraph (1): a. It shall be followed by the liquidation conducted by a liquidator or curator; and, b. The company in question cannot perform legal acts, unless required in order to settle the affairs of the company regarding the liquidation.
3. Article 142 paragraph (2) of Law of 2007 No. 40 concerning limited liability company, which reads, company dissolution occurs: a. based on the decision of the *RUPS*; b. past its agreed founding period specified by law, c. by a court order; d. with the removal of bankruptcy by a court decision as having permanent legal force, bankruptcy estate of public limited liability company is not enough to cover bankruptcy costs; e. because the bankruptcy estate company is insolvent as stipulated in the Law concerning bankruptcy of Debt Payment Obligations; or; f. since the revocation of business license that requires the liquidation of the company in accordance with the provisions of the legislation.2

Thus, based on the principle of *lex specialis legi generali derogat* the regulations are to be disregarded, so that the termination of *PT Askes* can be implemented without bankruptcy assertion and liquidation proceedings or without stipulation from a Government Regulation.

**b) The Implementation of the Principle of *Lex Specialis Derogat Legi Generali* within the transfer of AJII Ltd. as a Subsidiary of *PT Askes***

The transformation of AJII Ltd. is a law event arising
as an impact of the implementation of Article 60 paragraph (3) of Law of 2011 No.24 concerning BPJS. As the subsidiary company of PT Askes, AJII Ltd.is one of the assets to be transferred to BPJS Kesehatan.

Article 60 paragraph (3) of Law of 2011 No.24 concerning BPJS is lex specialis (specifigeregulation) underlying the transformation of AJII Ltd. Other specific regulations are Article 58 letter b, which reads, “Since the implementation of this Law until the operation of BPJS Kesehatan, the Commissioner Board and the Board of Directors of PT Askes have to prepare the assets transfer and liabilities, employees, and rights and obligations from PT Askes into BPJS Kesehatan.”

The transformation of AJII Ltd. as the impact of the implementation of Law of 2011 No.24 concerning BPJS is not ruled in the intention and purpose of the establishment of a public limited liability company according to Law of 2007 No.40 concerning Ltd. Nonetheless, the specific regulation under Law of 2011 No.24 concerning BPJS rules it out. The transformation ruled in Law of 2007 No.40 concerning Ltd. is closely related to the fiduciary duty of directors and commissioners in running the company. According to Article 92 paragraph (1) Law of 2007 No.40 concerning Ltd., directors has the duty to run the Pub. Ltd. administration for the Pub.Ltd. interest and conforming to the Pub. Ltd. intention and purpose. Whereas, the commissioners, in accordance with Article 108 paragraph (1) Law concerning Ltd. is responsible for supervising the management policies, maintaining the general course of both the company and its business, and providingadvices for the board of directors.2

Thus, the transfer of AJII Ltd. as an asset to BPJS Kesehatan is a specific regulation (lex specialis) that excludes the Law of 2007 No. 40 concerning Ltd. as the general regulation (lex generali). Based on this principle, the directors and commissioners of PT Askes may transfer AJII Ltd. although this is not regulatedin the intent and purpose of establishment of the company.

As previously described, the Law of 2007 No. 40 concerning Ltd. provides the provision for two manners in which a transfer through acquisition can be done, i.e.by the board of directors or by the direct stockholders. The acquisition of AJII Ltd., however, can only be done by direct shareholders, and not by the board of directors. The board of directors of AJII Ltd. are bound by the article 92 paragraph (1) of Law of 2007 No. 40 concerning Ltd. to only transfer assets in terms of running the appropriate management according to the company’s intention and purpose, while the transfer of assets as instructed in UU BPJS has nothing to do with the intention and purpose of the establishment of AJII Ltd.

As a result, PT Askes, as the shareholder of AJII Ltd. and through its board of directors, is in charge of carrying out the transfer. This is in line with the provisions of article 58, letter bordering the board of directors and commissioner of PT Askes to carry out the transfer of assets. It is concluded that article 58 letter b is a lex specialis dismissing Article 92 paragraph (1) of Law of 2007 No. 40 concerning Ltd., which stipulates that a transfer can only be made by the board of directors as the intent and purpose of the company requires.

3. Transfer Method

According to the principles of law, the company relationship, and the order of UU BPJS, the board of directors and commissioner of PT Askes have full authority to carry out the transfer of AJII Ltd. To that end, there are two methods to facilitate the transfer, namely selling AJII Ltd. or transferring it as a subsidiary of BPJS Kesehatan.

According to Ali Gufron Mukti, to sell AJII Ltd. was the option taken.6 On February 27, 2014, the Annual General Meeting of Shareholders (RUPS) of PT Bank Mandiri (Persero) Tbk agreed to take over the shares of AJII Ltd. The approval for the acquisition was a follow up of the signing of the Conditional Share Purchase Agreement (SCPA) on December 23, 2013 between PT Bank Mandiri, Kimia Farma, and Asuransi Jasa Indonesia (Jasindo) with PT Askes and Bhakti Askes Cooperatives.

The transfer of assets by selling mechanism is not specifically regulated in UU BPJS, therefore, the transfer needs to refer to UU PT. UU PT regulates that the mechanism may be done in two ways, namely taking over by the Board of Directors of the Company, and by direct shareholders.

The takeover by the board of directors cannot be implemented, as previously explained, since the directors of AJII Ltd. do not have there quired fiduciary duty to implement the intended takeover. Therefore, the takeover can only be done by direct shareholders.

However, UU BPJS impose that the takeover by direct shareholder through the board of directors and commissioner of PT Askes must be done before January 1st 2014. Regarding this deadline, A.A. Oka Mahendra, Expert Laws and Regulations in the Field of Social Security, Stating that The takeover must be done prior to the date, because after January 1st 2014, as is instructed in Article 60 paragraph (3) of UU BPJS, PT Askes has been disbanded, so that the board of directors and commissioner of PT Askes can no longer perform legal acts on behalf of PT Askes.

On the other hand, the decision to sell AJII Ltd., is contrary to Article 142, paragraph (2) letter b, of UU PT. Based on this regulation, in the case of termination of PT Askes, the company can not perform legal acts unless required in order to settle the affairs of the company regarding the liquidation.
2. The Implications of Transfer for the Benefits of Its Participants

BPJS Kesehatan manages social security assets consisting of the assets of BPJS Kesehatan and the fund assets of Health Insurance. BPJS Kesehatan is required to make distinctions of the two assets.

According to Timoer Sutanto, a council member of Jamsosnas, AJII Ltd. should be transferred as an asset of BPJS Kesehatan. This is in line with Government Regulation article 12 paragraph (3) of 2013 No.87 concerning Health Insurance Asset Management, stating that the assets of BPJS Kesehatan from the transfer of assets of a state-owned enterprise providing the insurance program as referred to in paragraph (1) letter b, is the result of the transfer of PT Askes institutional assets.

Thus the acquisition of 80 percent share of AJII Ltd. worth Rp. 1.75 Trillion, is considered as an asset of BPJS Kesehatan. The assets, according to Article 41 paragraph (2) of Law of 2011 No. 24 concerning BPJS, can be used, among many other things, to increase the capacity of health services of BPJS Kesehatan and to be expanded according to regulations.

Timoer Sutanto, an external supervisor of BPJS, states that although BPJS is a public legal entity, its management still needs to refer to the good corporate governance, so that assets development of BPJS Kesehatan can be directed to achieve annual surplus. Current account surplus, hereinafter referred to as surplus, is a condition where the expenses are less than the incomes within one accounting year conforming to the applicable accounting principles.

Financial surplus corresponds to the capacity BPJS Kesehatan. According to the provisions of Government Regulation Article 34 paragraph (1) of 2013 No. 87, the surplus in a year is used to: a) increase the net assets BPJS Health; and / or b) strengthen Health Social Security Fund. Assets of BPJS Kesehatan can be used as a bailout fund, in the event of asset liquidity problems of the Health Social Security Fund. The bailout fund at most 10 percent of the BPJS Kesehatan's assets. Therefore, the implications of transfer are related also to sustain the implementation of national health insurance, in the event of asset liquidity problems of the Health Social Security Fund.

The following scheme describes the implications of asset transfer for the benefit of BPJS Kesehatan participants:

- Primary Care: General practitioner, specialist physician, specialist dentist, pratama physician, class D pratama hospital service, specialist consultation by a specialist and subspecialist.
- Secondary Care: Perioperative, treatment and care for easily resolved cases; specialist medical treatment both surgical and non-surgical; specialist medical treatment (excluding the coffin) for participants died.
- Non-specialist medical treatment: Medicinal care and medical consumables; non specialist medical treatment (excluding the coffin) for participants died.
- Medical rehabilitation: Medical rehabilitation; specialist medical treatment both surgical and non-surgical.
- Inpatient treatment/care: Hospitalization, surgical inpatient care; and Blood transfusion service according to medical needs.
- General check up, treatment, and first level dental care action; and Intensive care service.
- Medical service for pregnancy, childbirth, afterbirth; and Drugs care, medical devices, and medical consumables.
- Medical service for infants and toddlers by a midwife or a doctor; and Ambulance services.
- Basic medical rehabilitation; Compensation.
- Drugs care, medical devices, and medical consumables.
- Health screening, including: a. diabetes mellitus (type 2); b. hypertension; c. cervix cancer; d. breast cancer; and e. other disease specified by the Minister.
- Ambulance service; Compensation.

The flow in the previous picture shows that the transfer of AJII Ltd. as an asset of BPJS Kesehatan is consistent with its institutional capacity in providing personal health services for the benefits of the health insurance participants. The benefits of the health insurance services is further stipulated in the Regulation of the Minister of Health of Republic of Indonesia of 2013 Number 71 concerning Health Service on National Health Insurance (PMK 71/2013). Health care benefits obtained in Article 16 and Article 30, PMK 71/2013, is summarized in the following table 12.

<table>
<thead>
<tr>
<th>Health Services Provided</th>
<th>Primary Care</th>
<th>Secondary Care</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>(public health centre, generalist physician, generalist dentist, pratama physician, class D pratama hospital service)</td>
<td>(main clinic, community hospital, special hospital)</td>
</tr>
<tr>
<td>Non-specialist medical</td>
<td>Specialist and subspecialian</td>
<td>Specialized medical treatment both surgical and non-surgical</td>
</tr>
<tr>
<td>Medicinal care and medical consumables</td>
<td>Advanced diagnostic support services in accordance with the medical indications;</td>
<td>Medicinal care and medical consumables;</td>
</tr>
<tr>
<td>Blood transfusion service</td>
<td>Medical rehabilitation;</td>
<td>Blood transfusion service according to medical needs; Non-intensive inpatient care; and</td>
</tr>
<tr>
<td>Putrana grade Audit of laboratory diagnostic support level; and Blood treatment;</td>
<td>Clinical forensic medicine services; including post mortem autopsy report or death certificate;</td>
<td>Intensive care service;</td>
</tr>
<tr>
<td>Inpatient treatment/care</td>
<td>Low risk vaginal delivery; delivery with complications and/or vaginal complications for PONED Health Centre; neonatal complications care; Mortuary service for patients died in Healthcare Facilities; cadaver care (excluding the coffin) for participants died after hospitalization;</td>
<td>Drugs care, medical devices, and medical consumables;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basic medical rehabilitation; Compensation;</td>
</tr>
</tbody>
</table>
Compared to the time before the establishment of National Social Health Insurance, there were differences in benefits and health facilities. As per the decision of the directors of PT Askes No. 21/Kep/0109 on Guidelines for Health Care Administration of Social Health Insurance PT Askes in 2009, the benefits that health facilities provided were as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Health facility</th>
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<tbody>
<tr>
<td>First Level outpatient health</td>
<td>Health centres, TNI/Police main polyclinics, family physicians, 24 hours clinics</td>
</tr>
<tr>
<td>centre</td>
<td></td>
</tr>
<tr>
<td>First level inpatient care</td>
<td>Health centres with bed</td>
</tr>
<tr>
<td>Intensive outpatient service</td>
<td>Specialists clinics in government/TNI-Police/private/special hospitals</td>
</tr>
<tr>
<td></td>
<td>Blood clinics</td>
</tr>
<tr>
<td></td>
<td>Special clinics</td>
</tr>
<tr>
<td></td>
<td>Regional health laboratories</td>
</tr>
<tr>
<td></td>
<td>Emergency clinics</td>
</tr>
<tr>
<td>One Day Care *</td>
<td>Government/TNI-Police/Private/Special hospitals</td>
</tr>
<tr>
<td>Intensive inpatient care</td>
<td>Government/TNI-Police/private/special hospitals</td>
</tr>
<tr>
<td>Maternity care</td>
<td>Health centres, Hospitals</td>
</tr>
<tr>
<td></td>
<td>* Maturity hospitals</td>
</tr>
<tr>
<td>Blood services</td>
<td>Indonesian Red Cross Blood Transfusion Units (BTU)</td>
</tr>
<tr>
<td></td>
<td>Hospital BTU</td>
</tr>
<tr>
<td>Drugs services</td>
<td>Apothecaries</td>
</tr>
<tr>
<td></td>
<td>* Hospital Pharmacy Installations</td>
</tr>
<tr>
<td>General health services</td>
<td>Optometric (glasses)</td>
</tr>
<tr>
<td></td>
<td>* Hospitals</td>
</tr>
<tr>
<td></td>
<td>* Artificial limbs, dentures, implants, mesh, fixation devices for fractures</td>
</tr>
</tbody>
</table>

These differences indicate a pattern of improvement in health care. Previously, the benefits package was varied depending on the provider. There was exclusion of benefits, limitation of benefits, and cost sharing. In addition, there were differences in access to claims due to segmentations of membership, i.e. health insurance for workers were provided by PT Jamsostek, civil servants were provided by PT Askes through Public Health Insurance (Jamkesnas) and Regional Health Insurance (Jamkesda). These conditions indicated segmented membership, which resulted in unequal benefits for participants, and showed discrimination in health care. Entering the time of BPJS Kesehatan there have been improvements made, among others:

a. Registration procedures with simpler requirements;
b. A more comprehensive benefits package without cost sharing;
c. Compensation in the form of money, delivery of health personnel assistance, or provision of certain health care facilities that recognize participants right to obtain medical assistance even when there is no health facility nearby;
d. A more succinct claims procedures;
e. The possibility to use drugs outside the national formulary approved by Medical Committee and the Head/Director of the hospital, if necessary, according to medical indication;
f. An equal tiered services procedure in all parts of Indonesia; and

g. A shorter period for claims disbursement (fifteen days compared to the previous one month period).

CONCLUSION

Based on the analysis and discussion of research results, the authors concluded that:

a. The implementation of the transfer of the subsidiary of PT Askes was not in accordance with the provisions of UU BPJS. The research found that the transfer could not be completed prior to January 1st 2014, as it had been ordered by Article 60 paragraph (1) of UU BPJS. Additionally, the implementation of the transfer was not in accordance with the provisions of article 142, paragraph (2) letter b of UU PT, which reads that in the event of dissolution of the company as referred to in paragraph (1): b. the company cannot perform legal acts, unless required in order to settle the affairs of the company regarding liquidation.

b. The study found that the transfer of the subsidiary of PT Askes increased the capacity of BPJS Kesehatan to benefit its participants. Moreover, if there are liquidity problems of health social security funds, the subsidiary of PT Askes (Persero) that transferred to BPJS Kesehatan's assets can be used as bailout funds, so that the provision of benefits to participants in health insurance implementation can be done.

SUGGESTION

a. The implementation of the transfer remains problematic, so that law contentions need to be examined as anticipation for problems that may arise in the future. Legal aspects of BPJS Kesehatan need to be improved.

b. The transferred assets should be managed with the principles of good corporate governance so that they may be optimally developed in order to maximize the funding ability of BPJS Kesehatan to improve personal health services.

c. Supervisory Board of BPJS Kesehatan closely oversees the assets transfer of PT Askes (Persero) into BPJS Kesehatan's assets, mainly related to the supervision of implications for the health financing of BPJS Kesehatan. Supervisory Board of BPJS Kesehatan also determine the allocation amount of BPJS Kesehatan's assets surplus to strengthen assets of health social security funds. Therefore, the sustainability of the benefits provision to participants can be assured.

REFERENCES


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*Care services and accommodation, between 6-24 hours, include: observation, consultation, treatment, support diagnosis, medical procedures, drugs and blood transfusions according DPHO.


