

## UNDERWRITER RESPONSIBILITIES IN POLICY CLOSING LIFE INSURANCE

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### ABSTRACT

Every human being must face a risk. The way to deal with the possibility of an unexpected event is by transferring the risk to another party through an insurance agreement. The research was carried out using a normative juridical approach, especially the statutory approach, where the relevant laws and regulations will be studied in relation to the main issues that the author examines. The author draws the conclusion, based on research, that the Underwriter is responsible for setting selection standards and making decisions for all prospective customers until the policy is issued. An Underwriter is bound to make mistakes in their work. However, the Civil Code has regulated the responsibilities of employers and workers to address this issue. Article 1367 of the Civil Code states that because the insurer works for a company, the insurer will be held liable if a lawsuit occurs involving an error in the underwriting process. Thus, the rights of insurance policy holders remain protected.

**Keywords:** Liability, Underwriter, Insurance Policy, Life Insurance



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### INTRODUCTION

The concept of property and ownership is one of the important subjects in Islam. Islam places the position of wealth as an important thing which is proven that there are five maqashid sharia, one of which is hifz al-maal or maintaining assets. (Toriquddin, 2014) . Islam believes that all wealth in the world belongs to Allah alone, where humans only have the right to use and make use of it. However, Islam also recognizes a person's personal rights. For this reason, Islam prescribes regulations regarding muamalah such as buying and selling, leasing, mortgages, and so on, and prohibits fraud, usury and obliges people who destroy other people's goods to pay for it.

Indonesia is a country of laws. Where everything is regulated by law with the intention of protecting the rights of everyone. To overcome the possibility of an event that cannot be anticipated or known when it will occur, humans must face risky problems by transferring risk to other parties who are ready for it. Namely by signing an insurance contract. In article 1 (one) of the Commercial Law Code (KUHD) it is stated that, "Insurance is an agreement by which the insured makes an obligation to the insurer by paying insurance premiums to compensate for losses, damages or loss of expected profits due to an uncertain event." In addition to Article 246 of the Criminal Code, insurance based on Insurance Law Number 2 of 1992 is an agreement between 1 (one) party and

another party where the insurer makes an obligation to the insured by receiving a premium to compensate the insured for loss, damage or loss of anticipated benefits or legal liability to third parties that may be suffered by the insured as a result of an uncertain event or settlement of an event of payment as a result of the insured's death (Ramli, 2020) .

Law Number 40 of 2014 also provides an understanding of insurance, that coverage is an agreement between the insurance company and the policyholder, whereby the insurance company receives insurance premiums in return for: a) Providing compensation to the insured in the event that the insured suffers or suffers a loss, damage, loss of profits or legal liability to third parties as a result of an uncertain event; or, b) Profits whose amount is determined and/or obtained from the results of managing the funds, can be paid as payment for the death of the insured (RI, 2014) .

Juridically, insurance is divided into 2 (two), namely loss insurance and total insurance (sommen verzekering). Loss insurance is an agreement between the insurer and the insured which stipulates that the insurer is obliged to carry out certain achievements, such as paying a premium for the loss he suffers. The agreement which constitutes total insurance itself stipulates that the insurer must carry out the performance by paying a predetermined amount of money

And life insurance is included in this category. Emmy Pangaribuan Simanjuntak said that life insurance is an agreement where one party promises to pay a certain amount of money regularly or all at once, and the other party promises to pay a premium, which depends on the person's death (Sastrawidjaja, 1997 ) . Underwriters are members of an insurance company who are responsible for setting selection guidelines and making decisions for each potential insured. Underwriting is a process in which someone who will become an insured in a life insurance company must determine the amount of premium they will pay. Underwriting on the other hand is the process of classifying the risk level of the insured candidate or insured group and deciding whether to accept or reject that risk (II, 1990) .

Every insurance company is required to comply with operational standards of business conduct, one of which contains provisions regarding underwriting and identification of policyholders, insured or participants, in accordance with Article 26 paragraph 1 of Law Number 40 of 2014. It is the size of each company's underwriting criteria that will affect the level premium. In Article 34 of the Financial Services Authority Regulation No. 69/POJK.05/2016 Concerning Business Conduct of Insurance Companies, Sharia Insurance Companies, Reinsurance Companies, and Sharia Reinsurance Companies,

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business actors are required to have Underwriting Guidelines to be able to market a product or service. This will show that the risk selection process is carried out carefully and in accordance with the applicable insurance policy. Because the practice of agreements in insurance agreements is a standard agreement, legal protection for policyholders becomes very important. With the enactment of the standard agreement, the legal protection of insurance policy holders is questioned because of the unequal position between them and the insurance company.

As regulated in Law Number 21 of 2011, the Financial Services Authority (OJK) is an institution that has the authority and function to provide legal protection. Article 55 paragraph 1 states that: "In the event of a dispute arising between an insurance policy holder and an insurance company, the financial services authority is obliged to implement a consumer dispute resolution mechanism either through court or litigation, as well as disputes outside the court or non-litigation. according to their functions, duties and authorities. The authority to regulate and supervise financial services activities in the capital market, insurance, pension funds, financing institutions and other financial services institutions sectors was transferred to OJK since 31 December 2012. However, the problem lies in the extent to which insurance policyholders can be protected.

## **RESEARCH METHODS**

This research uses normative legal research, or legal research that views law as a building system of norms. Principles, norms, laws, conventions, and doctrines all fall under this normative system. Using a statutory approach, all relevant laws and regulations will be examined in relation to the legal issue being investigated. Primary legal materials come from relevant laws and regulations, secondary legal materials come from legal science literature, and tertiary legal materials come from legal dictionaries. After that, the legal materials were analyzed qualitatively normatively. In this study, the stages of data analysis used the deductive method, namely the process of drawing conclusions from 1 (one) or more general statements. This method will create new truths that come from existing and known truths

## **RESULTS AND DISCUSSION**

### **Implementation of Underwriting in the Life Insurance Policy Issuance Process**

Life insurance is an agreement between 2 (two) or more parties where the insurer binds himself to the insured by receiving a premium to provide payment based on the death

of the insured (Aqimuddin & Kusnungi, 2022) . Life insurance comes in various types. First, is one-time insurance. There is a time limit on this insurance, even though the insurance premium is relatively cheap, the premium paid will be forfeited if the policyholder does not face the risk at the end of the term. Second, lifetime insurance. There is a time limit for this insurance, which is until the policyholder dies. The sum insured will be distributed to the heirs of the policyholder after his death. Third, dual purpose insurance. This insurance can be used as a means of investment. The premiums paid are also more expensive, but when the inclusion period is closed and the policyholder does not experience risk, they will still receive sum assured. Fourth, annuity protection is just an added benefit, the purpose of this insurance is to invest in old age. When someone buys life insurance, the purposes for which the sum insured is used are: a) Protection for beneficiaries; b) Investments and savings, such as funds for education, old age, and future capital; c) Collateral against a mortgage or other loan from a legally constituted financial entity; d) Protection of business partners and important people; e) A combination of 2 (two) or more things.

Underwriters play an important role in the insurance business. The Underwriter's job is to check insurance or loan applications and calculate the risks. The Underwriter's job is to select risks, including health risks, family medical history, occupation, financial situation, hobbies of the prospective insured, and relationships with the parties to the insurance contract. Its most important function is to determine whether the prospective insured meets the requirements. Underwriters have the following obligations: a) First, collect information from customers who come to apply for insurance, credit, or loans. The Underwriter checks personal data such as the identity of the prospective customer, income, place of residence, employment status, financial investments and debt holdings; b) Second, checking client information manually through interviews. Electronic verification is carried out after manual verification is completed. In addition, Underwriters can inquire about the financial situation of prospective customers with other parties if necessary.

The underwriter must pay attention to the following matters in determining the risk assessment criteria or risk parameters that must be guaranteed. Namely as follows:

- 1) Assessment of Policyholders. Policyholder is the person or legal entity responsible for the insurance contract. The policyholder must be an individual or business entity that has a relationship with the prospective insured (Tauris & Qomariyah, 2015) . This relationship can take many forms, including parent-child, grandparent-grandchild and legal entity-employee. If the prospective policyholder is a legal entity, the

completeness of the documents supporting the fulfillment of the legal aspects of the legal entity must be examined to determine its legality.

- a. Age Requirements as a Policyholder. Since the policyholder is responsible for the contract, the minimum age must be the legal age of majority, and the maximum age must be the average age at which a person can still communicate and correspond.
  - b. Required Documents. The following are the documents required for prospective policy holders, namely: a) Person: KTP (for Indonesian citizens aged > 16 (sixteen years), Family Card (for Indonesian citizens aged < 16 (sixteen years), KITAS and passport (for Foreigner); b) Institution: establishment deed, company regulations, permit from the competent authority, financial statements, and Taxpayer Number (NPWP).
- 2) Assessment of the Insured. A person who is the object covered in an insurance contract is called the insured. The insured's requirements may differ depending on the type of insurance. The main benefit of life insurance is basically protection against the risk of death of the insured. The beneficiary will receive the sum assured. As a result, the insured must be someone whose life the beneficiary depends financially (Pandawati, 2015). Some important things to consider in determining the criteria for the insured include:
- a. Child As Insured. The insured child is the insured who has not reached legal age, namely between 0 (zero) years and 17 (seventeen) years. There are also insured children who have reached legal age but are not yet working and are still economically dependent on their parents. Underwriters must pay attention to the factors underlying the child's application to become the insured, including: a) The applicant (policyholder) must be a person who is legally responsible for the child, accompanied by legally valid evidence; b) The insurer can determine what insurance products can be applied to the insured child; c) The insurer determines the maximum sum insured that applies to the insured child; d) The insurer determines the minimum age of the insured child.
  - b. Husband/ wife as the insured. Someone who is not actively working and not earning a living outside the home is an economically dependent spouse. Spouses who are actively working or productive must be insured under the type of individual coverage to obtain the same sum assured.

- c. Parents as Insured. Life insurance contracts are long-term financial contracts. Insurance is a guarantee to pay money in the future. Insurance only covers financial or economic losses, not emotional losses. An adult who applies for life insurance on behalf of an elderly mother, who is financially dependent on her child, cannot be said to have an insurable interest because the insured mother will not suffer a financial loss.
- 3) Beneficiary Assessment. The policyholder, insured and beneficiary all must have a clear and reasonable financial interest in order to be insured. As long as the designated heir is financially dependent on the insured, the insurable interest is acceptable even if the heir is not a relative of the policyholder. Life insurance beneficiaries can be individuals, trustees, corporations, charitable organizations, or other entities. It should be noted that in order to receive a life insurance benefit policy, the beneficiary must be alive at the time the risk occurs to the insured himself (Putri, 2020) .

### **Settlement of Problems Due to Negligence in the Underwriting Process in Life Insurance**

Achievement of something that has been agreed before is what is expected by each party in the insurance agreement. In the insurance agreement, of course, payment of insurance claims to heirs is the most expected thing as a form of fulfillment of achievements from the company. However, disputes in the insurance industry result from the fact that insurance companies cannot respond to all claims in practice. The following are some of the problems that ultimately result in the insurer not paying insurance claims, namely:

a) Insurance Agent Fraud

To sell insurance, insurance companies employ intermediaries, or insurance agents who will ask people to enroll in an insurance program offered by the insurance company where they work. In general, a life insurance agent is someone appointed by an insurance company to acquire new business and serve existing customers. An agent is a person who acts on behalf of another person or represents another person in a relationship with a third party known as the authorizer (in this case an insurance company). Even though the agent's name is not listed in the insurance policy, each agent is authorized to act as an intermediary on behalf of the insurance company for the prospective customer (the insured), basically the agent has no legal relationship with the insured. However, this is what creates a problem, because with this disengagement the agent sometimes fails to convey the

participation of the prospective insured, and in the end the company is unable to fulfill the claims submitted.

Each agent needs to have an agency license to protect customers from agents who are naughty and commit fraud. This is done to prevent agents from directly or indirectly committing fraud and involvement in criminal activities, such as: a) Engaging in dishonesty or fraud; b) Misuse of customer funds (such as premium receipts), customer funds must be deposited immediately, delays in depositing premiums from customers can be considered as misuse of customer funds, insurance agents will face sanctions as stated in article 21 paragraph (2) of Law Number 2 Year 1992, namely: "Anyone who embezzles insurance premiums is threatened with a maximum imprisonment of 15 (fifteen) years and a maximum imprisonment of 5 (five) years and a maximum fine of Rp. 2.500.000.000.- (Two Billion Five Hundred Million Rupiah)"; c) Create fake documents or falsify official documents. It is unacceptable to intentionally or unintentionally change the customer's signature on documents related to any business. The agent will be subject to sanctions that contained in Article 21 paragraph (5) of Law Number 2 of 1992 and Government Regulation Number 73 of 1992 namely: "Anyone who individually or jointly falsifies the documents of a loss insurance company or life insurance company or reinsurance company, is threatened with a maximum imprisonment of 5 (five) years and a maximum fine of Rp. 500.000.000.- (Five hundred Million Rupiah)".

b) Insurance Brokers

An insurance broker is a representative who sells insurance contracts and has been authorized by an insurance company. However, the broker is not responsible for paying claims because once the prospective client's information is returned to the insurance company concerned, the responsibility also shifts to the insurance company. When the form is returned, it is possible that there will be a lack of customer data or information, as a result, insurance claims can be delayed or even rejected

c) Insurance policy

Insurance policies still allow the use of standard agreements in insurance agreements. Insurance companies often do not show the general terms of the policy to customers when closing, which causes customers to not understand the terms and agreements. As a result, existing clauses are often detrimental to policyholders. Whatever happens, the policyholder must comply with the guidelines of the insurance company (Financial, 2007) .

### **Underwriter Responsibilities and Legal Protection for Life Insurance Policyholders**

In carrying out its duties, an Underwriter must make mistakes too. The Civil Code has regulated responsibilities between employers and their employees. Confirmed in article 1367 of the Civil Code, if there is an error in fulfilling a claim in the Underwriting process, the company must be responsible, because the Underwriter works for the company.

#### a) Legal Protection for the Insured According to the Civil Code

Regarding the interests of policyholders, there are several provisions in the Civil Code, namely:

1. Article 1267 of the Civil Code can also be used as a legal role model in an insurance agreement, whereby if the insurer has an obligation to provide compensation in the form of an amount of funds to the insured party but there is a default alias broken promise, then the policyholder is permitted to claim compensation costs accompanied by interest;
2. The first principle in the agreement is the principle of binding force, which is stated in Article 1338 of the Civil Code. When applied to insurance contracts, this principle requires that the insured and the policyholder are obligated to enforce the terms of the contract. The insured has a legal premise to sue the insurer to complete the presentation. Second, the agreement builds trust between the parties that they will carry out their commitments and achieve the goals as promised, in accordance with the principle of trust. Third, the principle of good faith, which stipulates that the parties must adhere to decency in implementing the agreement.

#### b) Legal Protection for the Insured According to the Criminal Code

Several articles in the Criminal Code that can be used to protect the insured include:

- a. Article 257 and Article 258 of the Criminal Code, it is stated "that an insurance must be made in writing in a deed called a policy". In this case it is stated as if the policy is an absolute prerequisite for drawing up an insurance contract. If we focus on Article 257 of the Criminal Code, it will be seen that there is a contradiction with Article 255 of the Criminal Code. However, this is not the case. According to Article 257 of the Criminal Code, at the time the coverage agreement is made, the joint rights and obligations between the insured and the insurer take effect immediately. That is, the insured still has the right to claim compensation in the event of an event that was agreed upon, even though both parties have closed the insurance agreement but did not make a policy. The insured must use other evidence, such as insurance company correspondence, records, closing notes, and



so on, to show that the insurance agreement has ended. Article 257 KUHD regulates the making of insurance agreements, while Article 255 KUHD regulates the implementation of rights and obligations for implementing insurance agreements

c) Legal Protection for the Insured under the Consumer Protection Act

For consumers in Indonesia, including insurance consumers, Law Number 8 of 1999 is contained in Articles 5 (five), 7 (seven), 8 (eight), and 9 (nine). Consumers are required to read and follow the instructions for using goods/services, and obliged to act in good faith and pay according to what was agreed. Then, the company is obliged to act in good faith, provide honest information and provide compensation for misuse of goods/services

1. Dispute Resolution Through Judicial Agency Study of Decision Analysis Number 61/Pdt.Sus-BPSK/2018/PN Rap

So many cases of insurance disputes have occurred, therefore the author will discuss a district court decision which also discusses this matter:

**District Court Decision**  
**Number 61/Pdt.Sus-BPSK/2018/PN Rap**

**Sit Case**

PT Prudential Life Assurance, a limited liability company represented by Jens Reisch having its address at Prudential Tower, Jl. General Sudirman, Kav. 79, South Jakarta 12910; In this matter represented by attorneys Jhonshon Manik, SH and Toshinory AP Siahaan, SH, Advocates and Legal Consultants at Andy Natanael & Ridwan Law Firm (“ANR”), whose address is at Jalan Padang Golf Komplek CBD Polonia Blok F-18 Medan, 20157, based on Power of Attorney No. 153/PLA/LGL-POA/VIII/2018, dated 10 August 2018, which was registered at the Registrar's Office of the Rantau Prapat District Court on 13 August 2018 Register Number: 226/SKC/2018/PN-Rap, hereinafter referred to as the Petitioner;

**Oppose**

DARMIN RUMAHORBO, domiciled at PT. Partners", having its address and office at Jalan Tangguk Bongkar VI No. 47 A Tegal Sari Mandala II Village, Medan Denai District, Medan City, based on a Power of Attorney dated September 1 2018, which was registered at the Registrar's Office of the Rantau Prapat District Court on September 13 2018 Register Number: 273/SKC/2018/PNRap, hereinafter referred to as the Respondent;

**Basis for filing an objection**

a) Whereas the provisions of Article 3 paragraph (1) of the Republic of Indonesia Supreme Court Regulation No. 01 of 2006 concerning Procedures for Submitting Objections to Consumer Dispute Settlement Agency Decisions (“Perma1/2006”), in essence states that objections to Consumer Dispute Settlement Agency (BPSK) decisions are submitted to the District Court at the place of consumer legal domicile, as well as Article 3 paragraph (3)

Perma 1/2006 states that BPSK is not a party. Based on the provisions above, this case is appropriate to be filed at the Registrar Office of the Rantauprapat District Court because the legal domicile of the Respondent/Plaintiff is at PT RSK S8, Kel/Desa Sennah, Pangkatan District, Labuhanbatu Regency;

- b) Whereas the provisions of Article 52 letter 1 of Law Number 8 of 1999 concerning Consumer Protection ("UU 8/1999") states that BPSK has the following duties: "Article 52: notifies decisions to business actors who violate consumer protection. ...."
- c) Whereas on August 2, 2018, in good faith the Petitioner/Defendant traced and sought information directly to the Medan City Government Consumer Dispute Settlement Board ("BPSK Medan") regarding the notification of the BPSK Decision not being submitted to the Petitioner/Defendant and in fact the Petitioner/Defendant received information from BPSK Medan that as of July 23 2018 it turned out that a copy of the BPSK Decision intended for the Petitioner/Defendant had been taken by the attorney for the Respondent/Plaintiff on behalf of Leo Chandra, SH, MH, even though in fact the Petitioner/Defendant had never given power of attorney to take a copy of the BPSK Decision for the benefit of the Petitioner/Defendant, so that the act is against the law;
- d) Whereas because the Petitioner/Defendant had not received a Copy of the BPSK Decision from BPSK Medan as of August 1 2018 and the actions of the Respondent/Plaintiff's attorney who took a copy of the BPSK Decision intended for the Petitioner/Defendant, the Petitioner/Defendant through their attorney sent Letter No. Ref. 251. AD. ANR. VIII. 2018 on August 1 2018 to BPSK Medan, which basically asked for an official copy of the BPSK decision; And
- e) Whereas on August 8 2018, the Petitioner had received a Notification and a Copy of the BPSK Decision from BPSK Medan which was sent through the Registrar of the South Jakarta District Court. Whereas based on Article 5 paragraph 1 of the Supreme Court Regulation Number 01 of 2006 concerning Procedures for Submitting Objections to Consumer Dispute Settlement Agency Decisions, it stipulates that: "Objections are submitted within a period of 14 (fourteen) days from the time Business Actors or Consumers receive notification of BPSK's decision."

### **Judging**

IN THE EXCEPTION Rejects the Respondent's Exception in its entirety;  
IN THE ESSENTIAL OF THE CASE

- Accept and grant the objection of the Petitioner in its entirety;
- Stating that the dispute between the Petitioner/Defendant and the Respondent/Plaintiff is not a consumer dispute but a civil dispute;
- Declare BPSK Medan is not authorized to examine the dispute between the Petitioner/Defendant and the Respondent/Plaintiff;

- Declare Arbitration Decision Number: 28/ARB/2018/BPSK.Medan contrary to law or at least state Arbitration Decision Number: 28/ARB/2018/BPSK. Medan does not have binding legal force;
  - Punish the Respondent for objection to pay the court fee which until today has been set at Rp. 390,500.00 (three hundred ninety thousand and five hundred rupiah);
2. Author's Analysis of Decision Number 61/Pdt.Sus-BPSK/2018/PN Rap
- The author's analysis of the decision Number 61/Pdt.Sus-BPSK/2018/PN Rap is that the judge's decision in the ruling is not in accordance with the principle of justice, where the judge should have examined in more detail regarding the fraud committed. Is it really done by the insured or company agent. Because it needs to be noted, what is generally accepted in the field, submitting a life insurance letter is a lot of data entered by agents in the form of photocopies of KTPs, not the original KTPs belonging to the insured, and what often becomes a habit in the field that is done by insurance agents from a company is PHOTOGRAPHING THE RESIDENCY CARD using his personal cell phone. And in this dispute the plaintiff has also asked the defendant to be able to take legal steps against the agent marketers who recruited the late M.Br. Gultom entered into life insurance TO PROVE THE TRUTH OF WHO MADE THE CHANGES TO THE INSURED DATA. M.BR. GULTOM WHEN ENTERING LIFE INSURANCE, WAS THE INSURED SELF OR MARKETING PERSONNEL (AGENT) Where previously the agent had met directly with the insured and could see the physical aging of the insured who should not have been registered for insurance because he was 70 (seventy) years old to the top. And that the plaintiff can also see the existence of underwriting negligence and in accordance with the regulations in article 1367 of the Civil Code, so that if there is a claim involving an error in the underwriting process, the company will be responsible, because the underwriter works for the company.

## **CONCLUSION**

Choosing the potential risks of the insured until the occurrence of the policy is the responsibility of the insurer at the time of closing the life insurance policy. The policy will be the result of an agreement if all conditions are met. Insurance companies are responsible for any mistakes made by Underwriters in carrying out their work. The company will be held responsible if a claim arises due to an error in the Underwriting process by not rejecting the claim submitted. The insurance company is required to evaluate the Underwriting Operational Procedure Letter (SOP) and provide training to the Underwriter to improve skills and knowledge in responding to mistakes made by an Underwriter.

**BIBLIOGRAPHY**

- Aqimuddin, E. an, & Kusnungi, MA (2022). *Facing Insurance Problems* . Depok: Achieving Hope for Success.
- Financial, M. *General Provisions for Life Insurance Policies, Article 1 Number 3* . , (2007). Jakarta.
- II, EPS (1990). *Liability Law (Principles of Loss, Fire and Life Coverage), Cet X* . Yogyakarta: UGM Trade Law Section.
- Pandawati, Z. (2015). *Legal Protection of the Insured and the Liability of the Insurer in the Life Insurance Agreement* . Surabaya: Ravika Petra Media.
- Putri, C. (2020). *Understanding Insurance For Beginners* . Surabaya: Garuda Mas Sejahtera.
- Ramli, M. (2020). *Introduction to Insurance Law in Indonesia* . Surabaya: Scopindo Media Pustaka.
- RI, JB *Law No. 40 of 2014 Concerning Insurance* . , (2014).
- Sastrawidjaja, MS (1997). *Legal Aspects of Insurance and Securities* . Bandung: PT. alumni.
- Tauris, J., & Qomariyah, N. (2015). *Dive into Insurance for Self Protection* . Jakarta: Kompas Media.
- Toriquddin, M. (2014). Theory of Maqâshid Syarî'Ah Perspective of Al-Syatibi. *De Jure: Journal of Law and Syar'iah* , 6 (1).