

## DETERMINATION OF *UJRAH* ON MULTI-JASA FINANCING BTN *iB* PERSPECTIVE FATWA DSN MUI No. 44/DSN-MUI/VIII/2004: CASE STUDY OF BANK BTN KC SYARIAH MEDAN

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### Abstract

The purpose of this research is to find out the practice of the basic *kafalah bil ujarah* contract on BTN *iB* multiservice financing occurring at BTN KC Syariah Medan and the low determination of *ujrah* is in accordance with DSN-MUI Fatwa No. 44/DSN-MUI/VII/2004 concerning multiservice financing. This type of research is field research using a qualitative approach. Data was obtained using interview literature study, then analyzed using descriptive analysis methods. The results of this research show that: First, in practice the *kafalah bil ujarah* contract in multiservice financing at BTN KC Syariah Medan is harmonious and the conditions are met as in accordance with the provisions of Fatwa DSN-MUI No. 11/DSN/MUI/-IV/2000 concerning *kafalah*. Second, the determination of *ujrah* on multiservice financing at BTN Syariah in the form of a percentage is carried out based on the Directors' Circular Letter (SED) issued by the head office of Bank Tabungan Negara (BTN) Syariah which is located in Jakarta, so that parties from the Syariah Branch Office do not have the right to change these provisions. However, in order to avoid ambiguity, BTN Syariah Medan also attached the *ujrah* in nominal form.

**Keywords:** *Ujarah; Kafalah; Multilateral Financing; BTN Syariah; DSN MUI Fatwa*

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### INTRODUCTION

BTN Syariah is a Strategic Business Unit (SBU) BTN Bank operates its business using Islamic Shariah principles by opening its first Shariah branch office in Jakarta on February 14 2005. The establishment of this unit is aimed at public interest in utilizing Sharia financial services and recognizing the superiority of Sharia banking principles.

Supremacy of MUI Fatwa on Banking Interest Rates and Implementation of GMS (Clean Resolutions of 2004. Nadia Dina 2015). The objectives of the establishment of UUS (Shariah Business Unit) are: To meet the needs of customers for banking products and services in accordance with the principles of Islamic Sharia and to provide balanced benefits in accordance with the interests of the customers and the bank.<sup>1</sup>

Bank BTN Syariah is a bank whose operations use Sharia principles in Islam. What this means is that the bank operates by following the provisions set by the Islamic religion or Sharia. In carrying out its activities, the Sharia Business Unit is accompanied by the Sharia Supervisory Board (DPS) which acts as a supervisor, advisor and provider of advice to the Board of Directors, Sharia Division Heads and Heads of Sharia Branch Offices regarding matters related to Sharia principles. In November 2004, the organizational structure of the sharia branch office of PT Bank Tabungan Negara (BTN) was formed. Where each sharia branch office is led by one branch head who is responsible to the head of the sharia division. At the same time, the Managing Director of Bank BTN requested a recommendation for the appointment of a DPS and on December 3 2004, the Managing Director of Bank BTN received a DSN/MUI recommendation letter regarding the appointment of a DPS for BTN Syariah.<sup>2</sup>

As an actor in banking activities, BTN Syariah also carries out activities to collect funds and provide financial services to the public based on sharia principles. One of the products that BTN Syariah provides to the public is financing and funding. And one of the BTN Syariah financing products is BTN iB Multiservice financing.

Multiservice financing is the provision of money or bills which can be equated with it in the form of multiservice transactions based on an agreement or agreement between the sharia bank and the financing customer which requires the financing customer to pay off their debt after a certain period of time in accordance with the contract<sup>3</sup>. The object of the transaction is the provision of funds or bills, in the form of benefits for goods or benefits for labor/services.

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<sup>1</sup> Zaenal Arifin, "Kontruksi Hukum Jaminan Syariah dalam Akad Pembiayaan Mudharabah di Era Revolusi Industri (Teori dan Studi Komparatif)", (Indramayu: Penerbit Adab, 2022).

<sup>2</sup> Ramadan N, "Pengaruh Literasi Keuangan Syariah Terhadap Minat Menabung Pada Bank Tabungan Negara (BtN Kc Syariah Medan).," *Jurnal AKMAMI (Akuntansi Manajemen Ekonomi)* 3 (3) (2022): 569–79.

<sup>3</sup> Rachmadi Usman, *Produk dan akad perbankan syariah di Indonesia*. (Bandung: PT Citra Aditya Bakti, 2018).

Multiservice financing products offered by Bank BTN Syariah include financing education costs, health costs, wedding costs, traveling costs and other service costs.<sup>4</sup> Of the several types of financing from Multijasa iB, those that are in great demand include education costs, health costs, and travel costs including Umrah.

In contrast to most Sharia Banks which use an ijarah contract in multi-service financing, the BTN Syariah Bank prefers to use a kafalah bil ujah contract in multi-service financing. Kafalah linguistically means al-dhaman (guarantee), hamalah (burden), and zimah (dependent). *Al-Kafalah* is a guarantee given (kafil) to a third party to fulfill the obligations of the second party or borne by the customer in order to take advantage of the services according to their needs.<sup>5</sup> For the benefits of the services selected, the Customer pays ujah (fee) according to the Bank's provisions.

According to the National Sharia Council Fatwa Number 11/DSN/MUI-/IV/2000, the kafalah contract is a guarantee given by the guarantor (kafil) to a third party to fulfill the obligations of the second party or the insured (makfūl anhu, ashīl). The National Sharia Council has decreed that the law on multi-service financing in the National Sharia Council Fatwa Number 44/DSN/MUI/VII/2004 concerning multi-service financing is permissible (jaiz) with the condition that it must use an ijārah or kafālah contract.<sup>6</sup> Financial institutions may receive service fees (ujroh) or fees from services provided to customers with the provisions that the amount of ujroh must not be agreed at the beginning of the contract and must be stated in nominal form, not in percentage form.

However, in the implementation of Multijasa BTN iB financing, determining ujah is based on a percentage according to the amount of financing taken and the time period given, if the installment period is longer the ujah/fee will be higher. Based on the description above, the author is interested in knowing the basis for determining ujah which is carried out for BTN iB Multijasa financing at BTN KC Syariah Medan and

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<sup>4</sup> Sari Marlianingsih and Mila Badriyah, "Pelaksanaan Akad Kafalah Bil Ujah Pada Produk Pembiayaan Multijasa BTN Ib Di PT. Bank Tabungan Negara (BTN) KCPS Surapati Core Bandung Menurut Hukum Ekonomi Syariah," *Al-Muamalat: Jurnal Ekonomi Syariah* 6, no. 2 (2019): 141-52, <https://doi.org/http://dx.doi.org/10.15575/am.v6i2.9645>.

<sup>5</sup> Romly A,H,A,I, "Sistem Pengawasan Pasar Dalam Islam." (Yogyakarta: Deepublish, 2015).

<sup>6</sup> Rifqi Muhammad and Nur Lailatul Fatmawati, "Implementasi Akad Ijarah Multijasa Sektor Pendidikan: Studi Kasus Bank CIMB Niaga Syariah," *Jurnal Ekonomi Islam* 11, no. 2 (2020): 187-204, <https://journal.uhamka.ac.id/index.php/jei/article/view/4802>.

whether it is in accordance with DSN-MUI Fatwa No: 44/DSN/MUI/VII/2004 concerning multiservice financing.

## **METHOD**

The type of research used by the author in this research is field research, namely the researcher goes directly to the place to be researched. The type of approach used is a qualitative approach. According to qualitative research is a method where the data that will be obtained is more complete and will be more detailed and have meaning so that what is the aim and objective of a research that produces descriptive data. For data collection techniques, the author conducted library research and direct interviews with Bank BTN Syariah regarding Multiservice financing products. After the data is collected, the author analyzes and draws conclusions from the collected data.

## **RESULT AND DISCUSSION**

### **1. Research result**

As a country's economy develops, the demand or need for funding to finance development projects increases. Banks as financial intermediary institutions whose main task is to collect funds from the public, it is hoped that the funds in question can meet the need for financing funds that were not provided by previous institutions. One of the products of sharia banks is financing, namely financing provided by one party to another party to support planned investments, whether carried out by themselves or by institutions. In other words, financing is funding issued to support planned investments.<sup>7</sup>

According to M. Syafi'i Antonio, he explained that One of the main functions of compression ridges is to provide equipment for component requirements in failed units. Shariah-based finance aims to increase employment opportunities and economic prosperity in accordance with Islamic values.<sup>8</sup> More and more entrepreneurs in agricultural and commercial industries will benefit from this financing to help create

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<sup>7</sup> Ilyas R, "Analisis sistem pembiayaan pada perbankan syariah.," *Adzkiya: Jurnal Hukum Dan Ekonomi Syariah.*, 2018.

<sup>8</sup> Krisna Sudjana and Rizkison Rizkison, "Peran Baitul Maal Wat Tamwil (BMT) Dalam Mewujudkan Ekonomi Syariah Yang Kompetitif," *Jurnal Ilmiah Ekonomi Islam* 6, no. 2 (2020): 175-94, <https://doi.org/http://dx.doi.org/10.29040/jiei.v6i2.1086>.

employment opportunities and help in the production and distribution of goods and services for domestic and export needs.<sup>9</sup>

Under a contract or agreement between Sharia Bank and/or UUS and any other party the parties obtain loans or financial facilities for a fixed period of time in return for remuneration without compensation or profit sharing. Request a refund later. The original meaning of the word *kosha* is believe believe or believe.<sup>10</sup> The word finance which means trust means you trust someone to fulfill the trust given by Shahibul Mal. These funds should be used fairly and with clear bonds and conditions and should be mutually beneficial to both parties.<sup>11</sup> As Allah says in QS. An-Nisa [4]: 29 namely:

*Meaning:*

*"O you who believe! Do not consume each other's wealth in a false way, except in trade that is based on mutual consent between you. And don't kill yourself. Indeed, Allah is Most Merciful to you."*<sup>12</sup>

And QS. Al-Maidah/5:1.

*Meaning:*

*"O you who believe! Fulfill promises. Livestock is permissible for you, except as will be mentioned to you, and hunting is not permissible when you are in ihram (hajj or umrah). Indeed, Allah determines the law according to what He wills."*<sup>13</sup>

Bank Tabungan Negara (BTN) Syariah is a bank that carries out the functions of a financial institution based on sharia principles, such as carrying out activities to collect funds, channel funds and provide financial services to the public based on sharia principles. This is one way of distributing funds in the form of Multiservice financing. Multiservice financing is financing that can be used to fund various service needs for customers, such as: education cost packages, wedding cost packages, travel cost

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<sup>9</sup> Naendhy Sunaendy L.F., "PEMBIAYAAN BANK SYARIAH," (*Munich Personal RePEc Archive*, 2017), 1-11.

<sup>10</sup> Evita Isretno Israhadi, "Investasi Bagi Hasil Dalam Pembiayaan Akad Mudharabah Perbankan Syariah," *Lex Publica* 1, no. 1 (2014): 70-97, <https://journal.appthi.org/index.php/lexpublica/article/view/12>.

<sup>11</sup> Febianty F, "Tinjauan Terhadap Penyaluran Pembiayaan Aliansi Dengan Pola Channeling Pada Bank Syariah Mandiri," *STIE EKUITAS.*, 2016.

<sup>12</sup> Kementerian Agama, *Al-Qur'an Dan Terjemahnya* (Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an, 2019).

<sup>13</sup> Kementerian Agama.

packages, umrah/hajj plus cost packages, health cost packages, other service cost packages. does not conflict with Sharia principles.<sup>14</sup>

In Multiservice financing at Bank BTN Syariah, the maximum financing provided is up to one hundred percent (100%) of the service requirements and the specified period starts from 1 year to a maximum of 10 years (not exceeding the customer's retirement age). The source of funds used for Multijasa financing comes from community fund collection programs.

Multiservice financing at Bank BTN Syariah uses a kafalah bil ujarah contract. Kafalah is a guarantee given by the guarantor (kafil) to a third party to fulfill the obligations of the second party or the insured. In another sense, kafalah also means transferring responsibility to someone else as a guarantor. And Sharia Banks will receive ujarah or fees from customers as second parties or makful anhu for guarantees given by Sharia Banks to third parties (makful lahu).<sup>15</sup>

Based on an interview by one of the Financing Services regarding the use of kafalah bil ujarah contracts in multi-service financing products, it is more appropriate because in this financing the Bank guarantees customers regarding the obligations that customers must carry out to third parties (makful lahu). Meanwhile, if you use an ijarah agreement, it will become a lease, even though basically the Bank does not determine the lease.<sup>16</sup>

The BTN iB multiservice financing scheme at the BTN Syariah Bank Medan Branch Office is: Customers submit an application by filling in a form and submitting complete documents. The application files will be processed and verified by Bank BTN Syariah. If the application is approved, the bank will notify the customer to come to the bank, and the applicant will prepare sufficient funds in the BTN iB savings account. Then the customer carries out a financing agreement which is carried out at the bank, witnessed by witnesses from the customer and from the bank and signs the agreement clauses that have been made and agreed upon by the customer and the bank. The BTN Syariah Bank Medan Branch Office contacted the institution/institution concerned. Then, the

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<sup>14</sup> Aras A.R, "Strategi Promosi Dalam Peningkatan Jumlah Nasabah Bank Tabungan Negara Kantor Cabang Pembantu Syariah Parepare .," *Al-Gina: Jurnal Ekonomi dan Perbankan Syariah*, 2021, 57.68.

<sup>15</sup> Antonio S, *Bank Syariah dari Teori Ke Praktik*, (Jakarta: Gema Insani, 2015).

<sup>16</sup> Muhammad Taufik Akbar, *Fniancing Service BTN Syariah KC Medan*, Hasil Wawancara Pada Tanggal 1 Januari 2023 Pukul 14.00 WIB.

institution/agency concerned confirms and continues to coordinate with Bank BTN Syariah Medan Branch Office during the financing and disbursement process. Travel agencies/agencies confirm to customers regarding the fulfillment of transactions for customer travel costs. Furthermore, the customer will return the financing funds along with the ujarah to the BTN Syariah Bank Medan Branch Office in monthly installments as determined or mutually agreed upon at the time of the contract, along with all costs incurred due to the agreement consisting of administration fees, life insurance and losses. (if using collateral) and notary fees.

## **2. Discussion**

The National Sharia Council (DSN) An organization formed by the Indonesian Ulema Council (MUI) which is the MUIs functions in managing affairs related to sharia financial institutions or other activities<sup>17</sup>. The National Sharia Council (DSN) Regulating various issues and matters that require a fatwa and ensuring consistency in dealing with them by each Sharia supervisory body for Sharia financial institutions.

The main function of the DSN is to monitor the products of Shariah financial institutions to ensure that they comply with Shariah principles. To this end DSN has created Sharia guide products derived from Islamic legal sources. Another function of the DSN is to review and issue fatwas for products issued by Islamic financial institutions.

Responsibilities and powers of the National Sharia Council. Promoting and promoting the application of Shariah values in economic activities and especially financial activities Issuing fatwas on types of financial activities Issuing fatwas on Shariah financial products and services and monitoring the implementation of fatwas. Provided.<sup>18</sup>

The National Sharia Council (DSN) It also has the power to issue fatwas which will be forwarded to the respective Shariah supervisory boards of each Shariah financial institution and become the basis for legal proceedings of the parties involved. Advise

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<sup>17</sup> Misbah I, "Kedudukan Dan Fungsi Dewan Pengawas Syariah Dalam Mengawasi Transaksi Lembaga Keuangan Syariah Di Indonesia.," *Jurnal minds: Manajemen Ide dan Inspirasi* 2 (1) (2015): 79–80.

<sup>18</sup> Tamam A.B, "Kedudukan Fatwa Majelis Ulama Indonesia (MUI) Dan Fatwa Dewan Syariah Nasional (DSN) Dalam Sistem Hukum Indonesia.," *Al-Musthofa: Journal Of Sharia Economics* 4.2 (2021): 171–81.

and/or recommend the removal of persons appointed to the Shariah Supervisory Board of a Shariah financial institution. We invite experts from domestic and foreign financial authorities/financial institutions to explain current issues related to Shariah finance. A warning is sent to Shariah financial institutions not to repeat the mistakes of the Fatwa issued by the National Sharia Council. And authorities advise taking action if warnings are not heeded.<sup>19</sup>

The DSN-MUI fatwa is a reference for Bank BTN Syariah in carrying out its activities, one of which is the fatwa related to Multiservice financing products that use kafalah contracts. In Multiservice financing, the use of the kafalah contract refers to DSN-MUI Fatwa No: 11/DSN-MUI/IV/2000 Concerning Kafalah and Multijasa financing itself refers to DSN-MUI Fatwa No: 44/DSN/MUI/VII/2004 concerning multiservice financing.<sup>20</sup>

In muamalah fiqh, contracts are divided into two parts, namely tabarru contracts and tijarah contracts. Kafalah is included in the tabarru contract, namely all kinds of agreements made in order to help in doing good deeds or to be more familiar with social contracts. As Allah SWT has said in QS. al-Ma'idah [5]: 2:

*Meaning:*

*"...And help in (doing) righteousness and piety, and do not help in (doing) sins and transgressions..."*

QS. Yusuf [12]: 66 regarding agreements or guarantees in the kafalah:

*Meaning:*

*"And (Jacob) said, "I will not let him go (go) with you, until you will definitely bring him back to me, unless you are surrounded (by enemies). "After they took the oath, he (Jacob) said, "Allah is a witness to what we say."*

The two verses above are the basis for using kafalah contracts in Multiservice financing and other financing.

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<sup>19</sup> Ilyas R, "Peran Dewan Pengawas Syariah Dalam Perbankan Syariah," *JPS Jurnal Perbankan Syariah*, 2021, 42–53.

<sup>20</sup> Asriadi Arifin, "Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 Tentang Murabahah: Refleksi Kritis Terhadap Implementasi BSI Dimensi Ekonomi Islam," *BALANCA: Jurnal Ekonomi Dan Bisnis Islam* 5, no. 1 (2023): 1–11, <https://doi.org/https://doi.org/10.35905/balanca.v6i1.5079>.



In a tabarru contract, the party who does good does not have the right to require any compensation from the other party. The rewards from the tabarru contract are from Allah SWT, not from humans. However, the party doing the good deed may ask the party being helped to simply cover the costs incurred to be able to carry out the tabarru contract.<sup>21</sup> However, he must not take any profit from the tabarru contract.

Because Multiservice financing at BTN Syariah The Caravan Bill uses wage agreements. The practice must follow the provisions stated in the DSN-MUI Fatwa No: 11/DSN-MUI/IV/2000 concerning Kafala namely: First: The general conditions for Kafala are: 1) Statement of Consent and Agreement (Aqd) by the parties. must state his willingness to enter into 2) The guarantor in a consignment contract can receive compensation (fee) as long as it is not burdened. 3) Caravan is responsible for compensation and cannot be canceled unilaterally. Second: The pillars and conditions of kafal are as follows: 1) The person who guarantees (kafil) is mature (pukht) and of sound mind has the full right to take legal action over his property and is willing (happy) with it. Kafalahs responsibility 2) The debtor (ashil maqful anhu) is able to submit his debt (receivables) to the guarantor and is recognized by the guarantor. 3) Introduction of the debtor (maqful lahu) He can be present at the contract or provide power of attorney and is considered to be of sound mind. 4) The object of the guarantee (maqful bihi) is the obligation of the party/person to pay the debt in the form of money in the form of goods or work which may or may not be carried out by the guarantor and which cannot be written down.<sup>22</sup> Price quantity and clear specifications. And it does not conflict with the Sharia (prohibitions).

Based on the provisions above, the use of the Kafalah Bil Ujrah contract in Multiservice financing at BTN KCP Syariah Medan has been fully implemented in practice and has fulfilled the provisions of the DSN-MUI Fatwa regarding Kafalah. This

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<sup>21</sup> Kresna Syukma Taruna, Nining Ika Wahyuni, and Bunga Maharani, "Penerapan Akuntansi Murabahah Dan Akuntansi Musyarakah Dalam KPR BTN IB (Studi Kasus Pada Bank BTN Syariah Cabang Malang)," *E-Journal Ekonomi Bisnis Dan Akuntansi* 6, no. 1 (2019): 14–20, <https://doi.org/https://doi.org/10.19184/ejeba.v6i1.11069>.

<sup>22</sup> Ahyar Ari Gayo and Ade Irawan Taufik, "Kedudukan Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia Dalam Mendorong Perkembangan Bisnis Perbankan Syariah (Perspektif Hukum Perbankan Syariah)," *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional* 1, no. 2 (2012): 257–75, <https://doi.org/http://dx.doi.org/10.33331/rechtsvinding.v1i2.100>.

can be seen from the pillars and legal conditions, namely the existence of the first, *aqid*. *Aqid* includes *kafil* who are guarantors who are adults and can take legal action, *makful 'anhu* are people who owe money on condition that they must be mature, be of sound mind and be able to handle their dependents. *Makful lahu* means that the identity of the person who owes the debt or is called a third party must be known, be able to be present at the time of the contract or provide power of attorney to the representative if he is unable to attend, and be of sound mind. Second, there is *shighat*, namely an agreement or consent and *qabul* with the requirement that the customer provide several documents such as filling out a form, customer data, and signing the *Kafalah Bil Ujrah* contract.

When using the *Kafalah* contract, the guarantor can receive compensation (fee) or *ujrah* from the person being guaranteed or the customer. *Ujrah* should not be burdensome and should not be decided unilaterally.<sup>23</sup> Wages or *ujrah* are rewards or remuneration for services performed. *Ujrah* in a *kafalah* contract is permitted if the *makful 'anhu* (the person in debt) does not find anyone else willing to help without payment. While the *makful 'anhu* really needs the *kafalah*, in urgent situations like this it is permissible. Islamic *Shari'ah* orders to maintain the needs of *dha-rūriyāt*, *hajiyyāt*, and *tahsiiniyāt*. Everything that supports the realization of one of these three things is the aim of implementing Islamic law. Therefore, humans need *dhamān/kafalah* (guarantee), Islam stipulates its implementation because if it prohibits it, it means there will be difficulties, whereas Islam is an easy religion. As in QS. Al-Hajj [22]:78 Allah says:

*Meaning:*

*"...and He has never made for you in religion a narrowness..."*

As proof of the application of the verse above, Allah has sent down *ruksah* (dispensation), the meaning of which is *Islam* is not burdensome. So this urgent situation is permitted. However, when taking *ujrah*, it must be kept in mind that taking *ujrah* is not intended to gain excessive profits.

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<sup>23</sup> Dini Pratiwi, M Kholil Nawawi, and Kamalludin Kamalludin, "Implementasi Fatwa Dsn Mui No: 04/D-MUI/Iv/2000 Tentang Murabahah Pada Pembiayaan Konsumtif (Studi Kasus Bni Syariah Cabang Bogor)," *Al-Infaq: Jurnal Ekonomi Islam* 6, no. 1 (2018): 69–113, <https://jurnal-fai-uikabogor.org/index.php/alinafaq/article/view/317>.

The *ujrah* determined by BTN Syariah bank in multi-service financing products is in the form of a percentage and is based on the time period taken by the customer, if the longer the time period taken, the greater the percentage of *ujrah* that must be paid by the customer. For example: a customer applies for multi-service financing of Rp. 5,000,000, - within a period of one year with *ujrah* that has been set at 12.75%, then the amount of *ujrah* that must be paid by the customer if nominal is IDR. 637,500,- and if the term taken by the customer is two years then the *ujrah* is 13.00% and if nominalized it becomes Rp. 650,000,-, then the refund that must be returned by the customer is the *ujrah* amount plus the financing amount of Rp. 5,637,500,- or Rp. 5,650,000,-, and paid in installments within a predetermined time period according to the agreement. Likewise, if the customer takes a longer period of time, the *ujrah* will increase according to what is determined by Bank BTN Syariah.

Based on interviews conducted with BTN Syariah customers regarding multi-service financing products, according to multi-service financing customers, this is very helpful in meeting customer needs regarding the lack of costs required by customers, such as Umrah costs, education costs, wedding costs, and so on. Apart from the easy conditions, the disbursement of funds is also quite fast so customers don't have to wait long to use the funds. And according to customers, the *ujrah* amount determined at the time of the contract is in the form of a percentage but the Bank also attaches it in nominal form<sup>24</sup>.

When using a kafalah contract, the provisions for the amount of *ujrah* are regulated in DSN-MUI Fatwa No: 44/DSN/MUI/VII/2004 concerning multiservice Especially financing. the first General terms. 1) It is permissible to use *ijarah* or *kafala* contracts for multi-purpose legal financing (*jaiz*). 2) If LKS is using an *Ijara* contract it must comply with all the provisions contained in the *Ijara* Fatwa. 3) If LKS uses a *kafala* contract it must comply with all the provisions of the *kafala* fatwa. 4) LKS can get service reimbursement (*Ujra*) or fee if both services are funded. 5) The amount of *Ujra* or customs duty must be agreed at the outset of the contract and stated as a nominal amount and not as a percentage. Second. Dispute Settlement: If a party fails to fulfill its obligations or if a dispute arises between two parties and an agreement cannot be reached through

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<sup>24</sup> Nurhayati, nasabah BTN Syariah KC Medan, Hasil wawancara, Pada Tanggal 3 Januari 2023 Pukul 11:00WIB.

negotiation it shall be settled by the Islamic Arbitration Commission. Third. Final provision: The fatwa shall come into effect from the date of issue and any errors found in the future shall be corrected and improved as necessary.

According to the provisions of DSN-MUI Fatwa No: 44/DSN/MUI/VII/2004 It can be seen from the general provisions regarding multi-finance financial instruments in point 5 above that the amount of interest or fees must be agreed at the beginning of the contract and stated in nominal form not a percentage. What is meant by nominal form here is the *ujrah* assigned to the customer in the form of a number which is immediately known for the amount of the *ujrah* and is fixed, so the Bank no longer determines the *ujrah* in the form of a percentage. However, in its implementation the *ujrah* determined by Bank BTN KC Syariah Medan is in the form of a percentage that is contrary to the DSN-MUI Fatawa. If we look at this problem, it can be seen that the BTN iB Multiservice financing practices at Bank BTN KC Syariah Medan are not fully in accordance with DSN-MUI Fatwa No: 44/DSN/MUI/VII/2004 concerning multiservice financing products because there are still points that have not been fulfilled which are not in accordance with the DSN Fatawa, namely point 5 in the general provisions, namely regarding those related to determining *ujrah*.

The following is data on the percentage of *ujrah* in multiservice financing:

**Table 1**

**Data on Ujrah Percentage of Multiservice Financing**

Time Period (Years)	Ujrah (% pa effective)
1	12.75%
2	13.00%
3	13.25%
4	13.60%
5	13.75%
6	14.00%
7	14.25%
8	14.50%

9	14.75%
10	15.00%

Source: [www.btn.co.id](http://www.btn.co.id)

From the table above, you can see the maximum financing period and the amount of ujrah in the form of a percentage. If the term taken is longer, the ujrah will be higher.

BTN KC Syariah Medan determines the ujrah for this multi-service financing product in percentage form, but BTN KC Syariah Medan also attaches it in nominal form. What differentiates the percentage form of ujrah from the nominal form is that if in practice the ujrah form is not known, the nominal amount is known, only the percentage is known, so the bank only determines the ujrah in the form of a percentage without a nominal amount, and the customer does not know how much ujrah must be paid, then this contains uncertainty for customers regarding the ujrah that must be paid. Usually this kind of practice is carried out by conventional banks. Meanwhile, ujrah in nominal form immediately knows exactly how much it is worth and is fixed as determined by BTN KC Syariah Medan, which is initially a percentage and then converted into nominal form so customers can know how much ujrah must be paid and ujrah is fixed until the installments end. This is why the DSN-MUI fatwa stipulates that the amount of ujrah must be in nominal form, not a percentage, so that there is clarity between the bank and the customer so as to avoid gharar or usury.

The basis for Bank BTN Syariah Medan Branch in determining ujrah is because it has been stipulated by the center which is based on the provisions of the Directors' Circular Letter (SED) in the form of a percentage that has been determined annually, and it is an automatic computerized system, so that the parties from the Sharia Branch Office does not have the right to make changes to this policy, and the ujrah calculation is carried out based on the minutes of the ALCO meeting on 17 May 2017.

There are several bank policies that are taken into consideration in determining ujrah rates at Bank Tabungan Negara (BTN) Syariah based on percentages, intended for: First, ujrah rates in the form of percentages are intended to make it easier for banks to explain financing to customers, because most customers find it easier to consider and compare costs in percentage form. Second, as an attraction to customers, because knowing

customers it tends to be easier to calculate the amount of ujrah fees based on the percentage of which bank is cheaper.

Apart from attaching the ujrah amount in the form of a percentage, Bank Tabungan Negara (BTN) Syariah also attaches the ujrah amount in nominal form to the financing, this is done with the aim of avoiding ambiguity for customers.

## **CONCLUSION**

Firstly, the Multijasa BTN IB financing procedure is not much different from other banks BTN KC Syariah Medan financing a customer who wants to finance must submit an application and meet all the requirements. It has been determined. in the bank. Here the bank acts as a guarantor/surety to meet the obligations of the target party (customer) who is availing the service package as per the customers requirement for the service provided by the third party. For the benefit of the selected service package the customer pays Umrah as per the contract. As BTN iB uses Multi-Service Finance Kafala Bill Ujra contract it must follow the provisions of Fatwa DSN-MUI No: 11/DSN-MUI/IV/2000 on Kafala. Secondly the financing of BTN iB Multijasa is done according to the Directors' Circular (SED) issued by Bank Tabungan Nega (BTN) Syariah Head Office Jakarta in accordance with the BTN KC Syariah Medan Bank Ujara Yang concept. As per Directorate Circular (SED) Umrah is issued in tabular form. Therefore, the Shariah branch has no right to change these provisions. As most of the customers can easily understand the concept of Ajra in percentage Bank BTN Sriya Maidan Branch uses Ajra decision based on percentage so that the bank can easily explain the finance to the customers. Additionally, banks have converted the loan amount to nominal to avoid customer inconvenience or uncertainty. Fatwa DSN-MUI No: 44/DSN/MUI/VII/2004 is good as long as it does not violate the provisions relating to conversion. Therefore, it can be concluded that Multijasa BTN IB Finance Fatwa on Multi-Service Finance after the application of Ujra is DSN-MUI No: 44/DSN/MUI/VII/2004.

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