

## CHAPTER IV

### DATA ANALYSIS

Islam is a perfect religion, as a living system includes a variety of universal guidance. Always provide solutions to problems faced by humans holistically based on the values contained in the Qur'an and hadith. The teachings of Islam are teachings in which there is a balance of both world and hereafter affairs. Islam does not focus on the hereafter, because in the concept of the hereafter and the world is a unity that cannot be separated. Therefore, what is received when in the hereafter is a consequence that is carried out during the lifetime. So that all matters regulated in it such as economic concepts in Islam, different frameworks with conventional economic concepts. One obvious difference is when Islam provides goals and guidelines regarding clear economic activities. In economic activity, Islam has the goal of meteril (worldly) as well (ukhrawi) at the same time. This is the conceptual difference between Islam and the West which only views happiness from one dimension, namely material. That is, assessing something with the size of material that is visible and measurable. To achieve perfect prosperity and happiness, the basic principle of the economic system in Islam does not make human reason the only epistemological basis. however, it must place the Qur'an and al-Hadith as the main ones.

In more detail, the author elaborates on the perspective of Islam in the context of sustainable development in three dimensions, namely worldview or foundation of thinking, goals and practical methods.

#### 4.1. World-view of Islam in Sustainable Economics

Islamic world-view is based on three fundamental concepts, namely Tawhid, Khalifah and Adl. Tawhid is the most important thing from the concepts already mentioned, because this is an implication that the universe that has been formed and created is created by Allah SWT. All that He created has its own purpose, so that it gives meaning and significance to the existence of the universe, which humans are a part of.

Furthermore, the Khalifah is a task given by Allah SWT to humans to become substitute beings on earth, to improve what has been done in the past. In Surat Al-Baqarah verse 30 is explained: Allah Ta'ala says (which means),

"And (remember) when your Rabb said to the angels," Indeed, I will make on the earth a caliph. " They said, want to make him a corrupt person in him and shed blood, even though we glorify by praising You and glorifying You? ". He said, "I know more about what you do not know" (QS. Al Baqarah: 30)

From this verse, it can be concluded that the meaning of the caliph is a substitute for maintaining and caring for the earth / nature and not for the opposite, namely creating damage and bloodshed.

The last is Adl or being fair which is a fundamental concept that must be fulfilled when regulating a government and managing the environment. As explained above, the basic principle of economic development in Islam, that natural resources created by Allah SWT is capital or intermediary to achieve prosperity or which is mentioned as the concept of Falah. Without justice, fair to humans and nature, falah can never be achieved.

#### 4.2. The Purpose of Sustainable Economy in Islam

As explained, that falah or prosperity is the goal of economic development. The concept of Falah is a concept that explains happiness both in the world and in the hereafter, namely by implementing religious teachings perfectly or kaffahvi. So that economic development must be able to create a balance between individual interests and the interests of the

people who are in harmony with the teachings of Islam. In achieving this welfare or purpose, the important thing to consider is the method of achievement, namely maqashid syari'ahvii.

### **4.3. Sustainable Economic Methods in Islam**

In a sustainable economy, the government needs to pay attention to the five basic human needs that must be met, namely

- a) Maintenance of religious safety (al-Din),
- b) Soul (al-Nafs),
- c) Intellect (al-Aql),
- d) Descendants (al-Nasl) and
- e) Property (al-Maal)

The standard of living provided by Islam is a standard of living that has regulated everything. It is through this maqashid syari'ah approach that economic development is carried out. Therefore, development is an effort made to create goodness that brings benefits or benefits, because without economic development that is not in accordance with the teachings of Islam, prosperity is impossible to achieve. If the application of this concept applies in the government system, there will be a relationship not only for Muslims but also for a pluralistic society (Amalia, 2017). In general, there are many words of Allah SWT which explain that all natural resources are created to meet human needs. At least there are two dimensions in using natural resources. First, mobilizing natural resources that intends to revive dead land and have these resources. In this case, for example, the government is allowed to take over land if it is useful for economic development for mining or housing, agriculture, trade, industry or for many people's facilities.

Second, the development and use of natural resources for the benefit of humans. Islam strongly advocates for reviving dead land and utilizing idle natural resources for human benefit. That is because it includes rather than the basic purpose of Islamic economics, which is seeking benefit and distancing destruction (mafsadah) through

optimal use of resources, justice distribution of income and wealth for each individual and generation, and eliminating usury.

Economic development in an Islamic perspective is not the same as conventional economic development. Because, Islam does not focus on material aspects only in an effort that aims to prosper the entire community. And, activities carried out on the economic wheel have rules that govern all aspects of life. The important thing is justice. This justice is a thing that must exist when economic activities are carried out, an example of which is in fact the concept of zakat, maximizing natural resources as a suggestion for prosperity and eliminating usury. This is what can achieve the goal of sustainable development, which is not to damage the environment and create justice and prosperity for the entire community.

This is different from the concept that the West is trying to offer in its sustainable development. This concept focuses on material size, so that all forms of activity aim at how to get as much profit as possible. This is evidenced by the various types of measurements that the west is trying to do in its economic development, namely using GDP and SNGP. In addition, the sustainable development approach offered by the West is not able to create economic justice, even though the economic activities that it does do not damage the environment or are environmentally friendly.

Because they do not provide a solution to the behavior of usury, which is proven to create a gap between rich and poor where Islam has provided maqashid syar'iah as a way to prosperity. In addition, the absence of a solution to human greed which is a source of problems from economic development that is carried out makes development planned difficult to achieve. Indeed, the greedy behavior in the liberal concept is justified, that is, humans must take as much profit as possible. This has become a problem in the model of sustainable development through a western perspective.

#### 4.4. Analysis of Social Security Organizing Agency Practices with Sharia Economic Law

Table 4.1. Analysis BPJS and Bumiputera as Social Security Agency Practices with Sharia Economic Law

No.	Analysis	BPJS	Bumiputera
1.	Participant Registration According to Sharia Economic Law Analysis	<p>Article 14 requires that every person who works in Indonesia must be a BPJS participant with the provisions that he / she works for a minimum of 6 months. Article 14 only requires that every person who works in Indonesia either an Indonesian citizen or a foreign national who works in Indonesia for a minimum of 6 months must be a BPJS participant. Followed by Article 15 concerning employers who are required to register themselves and their workers to become BPJS participants. The employer registers himself and his workers into BPJS participants and is done in stages. Article 16 Employers, workers, and recipients of contribution assistance, who meet the conditions of participation in the Social Security program are required to register themselves and their family members as participants to the BPJS, in accordance with the Social Security program that is followed. concerning himself and his family members completely and correctly to BPJS.</p> <p>Article 14, 15 and 16 are about registration of BPJS participants in chapter 5 regarding Participation and contributions. In the implementation of this registration contrary to Islamic principles, this is because BPJS registration does not mention the</p>	<p>As a life insurance company, AJB Bumiputera 1912 always strives to improve the quality of its insurance services to the public, one of which is by increasing the number of insurance products to be offered along with the benefits of each type of insurance.</p> <p>To register as a prospective insured in an insurance company, usually a person has the right to choose and come directly to the insurance company that he wants, as stated in Article 6 of Law No. 2 of 1999 concerning insurance business, which determines that the insurance closure of The object of insurance must be based on freedom of choice of the guarantor, except for social insurance programs. This provision is intended to protect the rights of the insured to be able to freely choose the insurance company as the guarantor. This is deemed necessary considering that the insured is a party who has an interest in the insured object, so it is only natural that they are free without influence and pressure from any party in determining the guarantor</p> <p>In accordance with the above provisions, then to become a candidate for the insured in AJB Bumiputera 1912, the insured candidate usually comes directly to the company and registers himself by requesting a Request</p>

		<p>use of the contract, in terms of the contract to be used or in the form of an agreement to be used.</p>	<p>for Insurance (SPA) accompanied by a photocopy of his KTP as proof of identity or for those under 18 years of age then submit the deed birth. Before the Insurance Request Form is filled out, in order to anticipate errors when filling in, the officer from AJB Bumiputera 1912 will fill out the form, while the prospective insured is only asked to mention and provide correct information regarding matters needed in Insurance Request Letter</p> <p>According to Article 255 of the Indonesian Criminal Code, insurance agreements must be made in writing in the form of a deed called a policy. Furthermore Article 19 paragraph 1 of Government Regulation Number 73 of 1992 concerning the completion of an insurance business determines, policies or forms of insurance agreements with any name and attachments that are part of it, may not contain words or sentences that may lead to different interpretations of the risks involved. insurance is covered, the obligation of the insured and the guarantor's obligation or makes it difficult for the insured to take care of his rights.</p>
2.	Practices of Participant Sanctions According to Sharia Economic Law	As stated in BPJS Regulation No. 1 of 2014 article 35 paragraph 4 "late payment of health insurance contributions referred to in paragraph (1) by the employer of state administrators, an administrative fine of 2% per month of the total unpaid arrears, at most for 3 months, which is paid together with the total	Delay in paying premiums can be one of the reasons why submissions of claims are rejected or cannot be paid. However, the claim is rejected or cannot be paid without reason. Everything is in the agreement between the insurance company and the insurance policy buyer and is

		<p>contributions in arrears by the employer ". A person who is in debt and is late in payment must not be burdened by paying a fine because this includes forbidden usury unless he is able and has no good faith to pay, according to some scholars, a fine intended for social funds must not be taken at all for the benefit of which is owed. It can be seen in the MUI DSN fatwa no 17 / DSN-MUI-IX in 2000 (Fatwa concerning sanctions for capable customers but delaying payment delays). These fines include conditions, a condition of sanction that is a condition of fines for negligence, some scholars allow sanctions for negligence but do not allow fines in the accounts receivable debt. BPJS is not included in the category of fines due to accounts payable and receivable. If due to debts and debts, this fine goes to usury Jahiliyah.</p> <p>However, in the BPJS the writer found that the fine was done because someone would be in danger if there was a late payment. It can also be that other people cannot be helped because BPJS participants are slow to pay while other people are in need of help. A BPJS participant may be fined because he has stated in his agreement not to be late in payment at the beginning of registration.</p>	<p>legally bound. That is, the claim will not carelessly rejected or not paid. Reviewing the legal consequences if there is a request for submitting a life insurance claim if the insured dies in a state of non-current premiums (lapse), the consequence if the insured premiums are not paid according to the agreed time, the impact is not paid at the sum insured.</p> <p>In settling civil disputes, there are two models of resolution, namely litigation and non-litigation. Litigation is very formal related to procedural law, the parties face each other to argue with each other, submit evidence, third parties (judges) are not determined by the parties and their expertise is general, the process is open or transparent, the final result is a decision supported by views or judge's consideration. Whereas the competent authority in resolving alternative disputes related to life insurance disputes is the Indonesian Insurance Mediation Board.</p>
3.	Investment Practices of Participant Funds According to Sharia	Also of concern is usury in the implementation of investment by the BPJS mentioned in the BPJS Law Article 11 Item b "Placing Social Security Funds for short and long-term investments by	Management of insurance funds (premiums) can be done with a mudharabah, mudharabah musyarakah contract, or wakalah bil ujah. In the mudhorabah contract, the profit of the sharia

	<p>Economic Law</p>	<p>considering the aspects of liquidity, solvency, prudence, security of funds, and results Article 13 Article b "Developing the assets of the Social Security Fund and BPJS Assets for the maximum interests of the participants".</p> <p>This is stated in Law No. 24 of 2011 BPJS Article 11 and Law No. 40 of 2004 Article 1 paragraph 7 of the National Social Security System and Article No. 1 of 2014 BPJS Regulation 33, this also mentioned Law No. 24 of 2014 that social security is kept in a state bank designated. The services received by BPJS participants are the result of ribawi investment. BPJS Managers deliberately make investment contracts which are stored in conventional banks and the results of participants receive in the form of health services. This is different from the pilgrimage funds or other funds from the government that are received by the community because in it there is no investment contract but only a contract to get services which the community has no other choice except through the government, besides that in social insurance are not allowed to take profits except just salaries for managers in accordance with their work. Article 41 Paragraph 2 Item d, "Investment in investment instruments in accordance with statutory regulations". Article 43 paragraph (2) item c "investment in investment instruments in accordance with statutory regulations".</p>	<p>insurance company is obtained from the share of the profits from the investment (profit sharing system). The participants of sharia insurance are the owners of capital and the sharia insurance company functions as the party that runs the capital. The profits derived from the development of the fund are shared between participants and the company according to agreed terms.</p> <p>In the mudharabah musyarakah contract, the insurance company acts as a mudarib that includes the capital or funds in the joint investment of the participants' funds. The company and participants are entitled to get the profit sharing from the profits obtained from the investment. While in wakalah bil ujah contract, the company is entitled to get a fee in accordance with the agreement. The participants gave the power of attorney to the company to manage their funds in terms of: administrative activities, fund management, payment of claims, underwriting, marketing, and investment. The above sharia insurance mechanism regarding underwriting, contributions (premiums), and policies have been applied to AJB Bumiputera Tulungagung Sharia Life Insurance. And in the conditions stated in the policy is also in accordance with the mechanism of Islamic insurance.</p> <p>As for the fund management mechanism, AJB Bumiputera Sharia Life Insurance also uses a mudharabah (profit sharing) system in accordance with the operational mechanism of</p>
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Some things must also be considered to reach an agreement simply by reaching an agreement between the parties without the need to fulfill certain formalities of the words of the Prophet SAW, Indeed the Sale and Purchase is Based on the Agreed Words, in the principle of Islamic law, the principle is the agreement of the parties and the law is what they set through promises. BPJS has an agreement in the form of a registration form where it also has an agreement where both of them already know that something will happen in due course. When referring to the Islamic rule, which stipulates the conditions in muamalah to be lawful and permissible unless there is a argument that prohibits it. In this case the agreement made by the BPJS is valid and permissible. So, the BPJS agreement is lacking in the type of contract that is done in the view of Islamic law. Each form of agreement is different in terms of BPJS with BPJS Participants, BPJS accepts funds and as manager, BPJS to health institutions and so on. All of this should have a clear contract and transparency.

Based on the explanation in the contract theory that the Agreement has been said to be realized if the pillars are fulfilled. Whereas in terms of the validity of the agreement, it still depends on whether or not the contract is in accordance with the requirements determined by sharia law, with no mention of the contract to be used so that the agreement or transaction will be carried out by the BPJS and prospective participants has fulfilled the pillars as well as the requirements for the validity of the contract in Islam.

The requirement for a contract is a requirement that must exist so that the existence of the contract is recognized by syara. But if this condition is not met, the contract will be canceled. The parts included in this category of requirements are:

- a) General provisions in the form of requirements contained in the harmony of the contract. Because in each part of the pillar there is a separate requirement that must be fulfilled. Because if it is not fulfilled the law is canceled. For example, so that someone can become aqidain in the agreement, then must meet the requirements of the legal subject.
- b) In the form of additional requirements that must be fulfilled in certain contracts, for example: the existence of witnesses in marriage contracts, handover of material contracts, and others.

A contract is considered valid by syara if there is conformity with the pillars and the conditions set by sharia law. In this contract the resulting legal consequences take effect from the start of the contract. Then a contract is said to be illegitimate according to the law of syara if some of the pillars or conditions that have been set are not fulfilled. The legal consequences of illegitimate contracts are divided into two, namely null and void. Cancel occurs when at the time of beginning of understanding it is not in accordance with the pillars and the conditions set by the syara law. While the facade is different from being canceled, because canceling from the beginning is already not in accordance with syara law, while the original action is in accordance with syara law, but because there are certain action factors that damage the pleasure of uyub al-rida, the contract becomes a facade. Luzum requirements are legal certainty requirements in the contract, so there is no right to choose khiyar to continue or cancel fasakh. This requirement is determined by syara regarding the certainty of a contract. If the contract has not been confirmed because of the right of khiyar, then this contract is called uncertain ghairu is common.

To carry out the contract, there are several requirements that must be fulfilled, including fulfilling the requirements of expert skills to act law and have the authority of the region to carry out legal actions. The definition of acting law in this context is the right of a person to carry out a contract, both on behalf of themselves and representatives.

Participants pay a monthly premium, but it is not clear how much will be received. In this case, how long he has been sick and treated according to class, the class difference in the BPJS is only for hospitalization. Then the amount of benefits received by BPJS participants can be greater, it can be less. That's where the element of gharar is obscurity and chancy. When gharar is very small, it might not be a problem. Because almost in every sale and purchase, there is an element of gharar, although it is very small.

In health insurance, which is national level. The velocity of money there is great, when most Indonesian citizens become BPJS participants, these funds can reach trillions. When compared to the health maintenance costs of citizens, the difference will be very far. That is, the element of gharar is very large. If the fee uses a Conventional Insurance system, participants who register must pay a premium every month to buy services at risk (which is not necessarily the case), so this is forbidden. More clearly the information can be seen in the MUI Fatwa, No: 21 / DSN-MUI / X / 2001 (General Guidelines for Sharia Insurance).

