Khuluqiyya
Jurnal Kajian Hukum dan Studi Islam
Vol 07. No 2. 2025
Sekolah Tinggi Agama Islam Al-Hikmah 2
p-ISSN 2655-8882
e-ISSN 2723-195X

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Published by Sekolah Tinggi Agama Islam Al-Hikmah 2

Determination of Bancassurance Ujrah at PT Bank Syariah Indonesia KCP Purwokerto Sudirman

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Data:
Submitted: 26-09-2025;
Revision: 27-10-2025;
Accepted : 22-12-2025;
Published: 29-12-2025

DOI:
https://doi.org/10.56593/khuluqiyya.v6i2.191

Keywords:
Bancassurance, Ujrah, Ju'ālah contract

Abstract

Bancassurance is a form of cooperation between banks and insurance companies in marketing insurance products through banking networks. From a sharia economic law perspective, bancassurance practices must be based on the principles of clarity of contract and transparency of information as stipulated in the Indonesian Ulema Council's National Sharia Board Fatwa Number 139/DSN-MUI/VIII/2021 concerning the Marketing of Insurance Products Based on Sharia Principles, which allows the use of ijārah contracts, wakālah bi al-ujrah, and ju'ālah contracts according to the context of the cooperation. However, in practice at PT Bank Syariah Indonesia KCP Purwokerto Sudirman, there were issues related to the determination of ujrah sourced from the customer's initial contribution, which was not clearly stated in the insurance cover note. This condition raises questions about customer rights and the validity of the contract from a sharia perspective, particularly regarding the potential element of gharar. This research is field research with a normative juridical approach and descriptive-analytical methods. Data collection was carried out through observation, interviews, and documentation. The results showed that bancassurance practices were carried out through cooperation with PT Asuransi Jiwa Syariah Al Amin using a reference business model. This legal relationship places the bank as the party that receives ujrah based on a ju'ālah contract for the successful achievement of financing targets accompanied by insurance. Because ujrah is an agreement between the bank and the insurance company, customers have no legal standing in the contract. Therefore, the ambiguity of ujrah in the cover note cannot be categorized as gharar that invalidates the contract as long as the rights and obligations of customers are explained transparently in accordance with sharia principles.

Introduction

The development of the Islamic finance industry in Indonesia shows significant dynamics, particularly in the Islamic banking and insurance sectors.[1] One form of service innovation that

[1] Sumarni Sumarni et al., "From Vision to Practice: Comparative Dynamics of Islamic Economics in Indonesia and Malaysia," *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 12, no. 2 (October 23, 2025): 652, https://doi.org/10.29300/mzn.v12i2.7685.

is growing rapidly is bancassurance[2], which is a collaboration between banks and insurance companies in marketing insurance products through banking networks. This scheme is considered strategic because it is able to expand access to Islamic financial services while increasing the business efficiency of financial institutions.

From the perspective of Islamic economic law, bancassurance practices are not only assessed in terms of economic benefits, but also in terms of their compliance with Islamic principles, such as clarity of contract, fairness, and transparency of information. These principles are the main foundation for preventing gharar, maysir, and injustice in Islamic financial transactions.

Regulations regarding Islamic bancassurance in Indonesia are governed by, among others, DSN-MUI Fatwa Number 139/DSN-MUI/VIII/2021 concerning the Marketing of Insurance Products Based on Islamic Principles. This fatwa legitimizes the use of several contracts, such as ijārah, wakālah bi al-ujrah, and ju'ālah, which are adapted to the cooperation model between banks and insurance companies.[3]

However, the implementation of this fatwa in Islamic banking practices still faces various challenges. One crucial issue is the determination of ujrah or service fees in bancassurance cooperation, which is not always explicitly disclosed to customers. This condition raises questions regarding information transparency and the protection of customer rights in Islamic financial transactions.

The phenomenon of unclear ujrah is relevant to examine because it has the potential to give rise to perceptions of gharar, especially when customers do not obtain adequate information about the cost structure attached to insurance products. In the context of Islamic law[4], clarity of the object of the contract and legal consequences are important conditions for the validity of a transaction.

The bancassurance practice at PT Bank Syariah Indonesia KCP Purwokerto Sudirman shows a model of referral cooperation with Islamic insurance companies, in which the bank obtains ujrah based on the achievement of marketing targets. This model normatively leads to the use of the ju'ālah contract, which has different characteristics from the wakālah bi al-ujrah contract.[5]

The difference in the characteristics of these contracts has significant legal implications, especially regarding the rights and obligations of the parties. In a ju'ālah contract, ujrah is the result of an agreement between the giver and the executor of the work, so it does not directly involve the customer as a party to the contract. Therefore, the legal position of customers in demanding ujrah transparency is an issue that needs to be analyzed in depth.[6]

On the other hand, the principle of consumer protection in Islamic finance requires ethics

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2 Nadege Genetay and Philip Molyneux, *Bancassurance* (Springer, 2016).

3 Mahmud Yusuf et al., "Islamic Banks: Analysis of the Rules of Fiqh on the Fatwa of the National Sharia Board-Indonesian Ulama Council," *INJUURLENS: International Journal of Law, Environment, and Natural Resources* 3, no. 1 (2023): 21–37.

4 Hasanudin, Jaih Mubarok, and Muhammad Al Fayyad Maulana, "Progressiveness of Islamic Economic Law in Indonesia: The Murā'at Al-'Ilal Wa Al-Masālih Approach," *Samarah* 7, no. 2 (2023): 1267–92, https://doi.org/10.22373/sjhk.v7i2.17601.

5 Yudhi Hadiamsyah Ahmad Rezy Meidina, Syaibani Ihza Ibrahim, Imam Sibawaih, "From Theology to Social Action: How Islamic Community Organization Conceptualize Islamic Philanthropy," *Saqifah: Jurnal Hukum Ekonomi Syariah* 10, no. 2 (2025): 61–70, https://doi.org/https://dx.doi.org/10.15548/sqf.v10i2.915.

6 Alaa Thabit Jasim Al-Isawi, "Islamic Economic Mechanisms to Achieve Inclusiveness and Islamic Finance for Sustainability," *Journal of Ecohumanism* 3, no. 8 (November 27, 2024), https://doi.org/10.62754/joe.v3i8.4933.

of openness and honesty, even though legally the customer is not a party to the ujrah agreement. This tension between formal legal aspects and Islamic ethics makes the practice of bancassurance interesting to study from the perspective of Islamic economic law.[7]

A normative study of bancassurance practices is important to assess the compatibility between regulations, DSN-MUI fatwas, and implementation in the field. This analysis not only serves to assess the validity of contracts but also to strengthen the principle of good governance in the Islamic banking industry.[8]

Thus, this introduction emphasizes the urgency of legal studies on the determination of ujrah in Islamic bancassurance practices, particularly within the framework of DSN-MUI Fatwa Number 139 of 2021. Such studies are expected to contribute to strengthening legal certainty, transparency, and integrity in Islamic financial practices in Indonesia.

Method

This study is field research combined with a normative legal approach to analyze Islamic bancassurance practices from the perspective of Islamic economic law.[9] The normative legal approach is used to examine applicable legal provisions, particularly Fatwa DSN-MUI Number 139/DSN-MUI/VIII/2021 concerning the Marketing of Insurance Products Based on Sharia Principles, as well as muamalah fiqh literature relevant to the concept of ju'ālah contracts and the determination of ujrah. Meanwhile, an empirical field approach was used to obtain a factual picture of the implementation of Islamic bancassurance cooperation at PT Bank Syariah Indonesia KCP Purwokerto Sudirman. Data collection was carried out through direct observation, in-depth interviews with the bank and relevant stakeholders, and a documentation study of cooperation documents and Islamic insurance products. The data obtained was analyzed qualitatively using a descriptive-analytical method, which linked empirical findings with normative provisions to assess the conformity of practices with the principles of Islamic economic law. The results of the analysis were used to draw conclusions regarding the legal status of the contract, the position of customers, and the Islamic implications of determining ujrah in the bancassurance practices studied.

Result and Discussion

Issues Regarding the Determination of Bancassurance Fees and Their Relationship to DSN-MUI Fatwa No. 139/DSN-MUI/VIII/2021

PT Bank Syariah Indonesia (BSI) KCP Purwokerto Sudirman, as one of Indonesia's Islamic banks, has established a bancassurance partnership with PT Asuransi Jiwa Syariah (AJS) Al Amin to provide insurance services attached to the bank's financing products. Under this partnership scheme, BSI acts as the marketer and is entitled to receive service fees (ujrah) from bancassurance activities. In practice, the ujrah is taken from the initial contribution paid by the customer when

[7] M I Tabash and R S Dhankar, "The Flow of Islamic Finance and Economic Growth: An Empirical Evidence of Middle East'," *Journal of Finance and Accounting* 2, no. 1 (2014): 11–19, https://doi.org/10.11648/j.jfa.20140201.12.

[8] Z Hamat, "History of Islamic Bank in Indonesia: Issues behind Its Establishment'," *International Journal of Finance and Banking Research* 2, no. 5 (2016): 178–184, https://doi.org/10.11648/j.ijfbr.20160205.13.

[9] John W Creswell and Cheryl N Poth, *Qualitative Inquiry and Research Design: Choosing among Five Approaches* (Sage publications, 2016).

the financing agreement is concluded. However, the deduction of ujrah from the initial insurance contribution is not accompanied by adequate transparency, both in the financing agreement and in the details of the contribution and cover note (closing note) of the insurance.[10]

This condition creates legal uncertainty because there are no detailed provisions, either in the DSN-MUI fatwa or in laws and regulations, that explicitly regulate the mechanism for determining ujrah in the practice of Islamic bancassurance. In addition, there is no clarity regarding the source of ujrah, whether it comes entirely from the insurance company or is deducted directly from customer contributions. This lack of information and transparency has the potential to give rise to elements of gharar and maisir in transactions, which are fundamentally prohibited in sharia economic law.

This uncertainty then raises questions about the compatibility of bancassurance practices with sharia principles and compliance with positive law.[11] In particular, there is the issue of the legal position of customers, whether they have the right to file a lawsuit or objection to the lack of transparency regarding the amount of ujrah, or whether they have no legal interest because they are not a party to the ujrah determination agreement between the bank and the insurance company.

The Indonesian Ulema Council's National Sharia Board (DSN-MUI) has issued various fatwas that serve as normative references in the development of sharia-based insurance products in Indonesia. Although there is no fatwa that specifically regulates the concept of bancassurance, fatwas related to sharia insurance basically contain general principles that are also relevant to be applied in cooperation models between banking institutions and insurance companies. In Islamic banking practice, DSN-MUI fatwas serve as the main operational guidelines even though they do not have direct binding force as laws and regulations.

Clarity and transparency of contracts are fundamental elements in determining the validity of an agreement under Islamic law. DSN-MUI Fatwa Number 139/DSN-MUI/VIII/2021 explicitly requires companies to avoid practices that contradict sharia principles, such as riba, gharar, maisir, tadlīs, ḍarar, ẓulm, ighrā', taghrīr, risywah, and other haram elements.[12] In addition, the fatwa emphasizes the obligation to fulfill the principles of willingness, balance, fairness, openness, and reasonableness in every contract for the marketing of sharia insurance products.

The Financial Services Authority (OJK) also emphasizes the obligation of transparency in conveying cost information to customers. Banks are required to openly explain all cost components that must be paid by customers, including if the insurance premium contains other cost elements such as provisions, administration, or commissions given by partner insurance companies to banks in the context of bancassurance cooperation.[13] This information should be clearly stated in marketing media and documents received by customers.

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[10] Yasmin Ahmed Sayed Ahmed Ghoniem, "Does Bancassurance Influence the Financial Performance of the Insurance Industry? A Case Study of Life Insurance Company in a Developing Country," *Journal of Financial Reporting and Accounting*, June 26, 2024, https://doi.org/10.1108/JFRA-01-2024-0004.

[11] Jacklyne Midega, Joshua Matanda, and R Ngali, "Bancassurance and Market Value of Listed Commercial Banks in Kenya," *International Academic Journal of Economics and Finance, 3 (7), 276* 295 (2022): 2.

[12] Abdul Syatar et al., "The Development of Fatwas Based on Local Wisdom to the National Level: A Case Study of Panaik Money Fatwa," *El-Mashlahah* 13, no. 2 (December 31, 2023): 133–50, https://doi.org/10.23971/el-mashlahah.v13i2.7373.

[13] Mousumi Choudhury and Ranjit Singh, "Identifying Factors Influencing Customer Experience in Bancassurance: A Literature Review," *Journal of Commerce and Accounting Research* 10, no. 2 (2021): 10.

Based on the data obtained, there was a discrepancy in the information contained in the insurance cover note issued by PT Asuransi Jiwa Syariah Al Amin. The cover note submitted to the bank explicitly states the amount of ujrah, while the cover note given to customers does not include details of ujrah, even though the total contribution amount stated remains the same. This discrepancy in information has the potential to cause legal problems if it is not explained in writing and openly to customers.

This discrepancy has implications for disclosure, as customers are in a position to sign financing agreements and pay premiums, but do not receive clarity regarding the cost components deducted from their contributions. This situation can create a perception of loss on the part of customers, especially if the insurance benefits received are not commensurate with the initial contributions paid.

From the perspective of financial services consumer protection, this ambiguity can be understood as a form of information asymmetry that has the potential to harm customers. If the ujrah is taken directly from customer contributions and the amount is significant, then customers are effectively bearing the cost burden without receiving adequate information. This raises questions about the legal standing of customers to file lawsuits or objections on the basis of violations of their rights to accurate and complete information.

In the realm of positive law, bancassurance practices are subject to OJK regulations, including POJK Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector and SEOJK concerning the Marketing of Insurance Products through Banks. Given that cover notes have the same legal status as policies, the difference in information between the bank's cover note and the customer's can be classified as a violation of the principles of transparency and fairness. This condition has the potential to lead to lawsuits on the basis of breach of contract or misrepresentation of information, as well as administrative sanctions from the OJK against banks or insurance companies.[14]

From a sharia economic law perspective, this practice also has the potential to contain elements of gharar due to the uncertainty of the amount of ujrah borne by participants, elements of tadlīs due to the concealment of important information, and elements of ẓulm due to the potential for unilateral losses to customers.[15] DSN-MUI Fatwa Number 139/DSN-MUI/VIII/2021 explicitly requires the avoidance of elements of gharar, tadlīs, and ẓulm, and emphasizes the principles of openness and fairness. In addition, DSN-MUI Fatwa Number 113/DSN-MUI/IX/2017 and Fatwa Number 52/DSN-MUI/III/2006 emphasize that ujrah must be agreed upon, clearly valued, and communicated at the beginning of the contract to all interested parties, especially participants. By not including ujrah in the customer's cover note, the contract has the potential to be legally flawed because it violates the principle of tanshīḥ al-'aqd, which requires clarity of the pillars, conditions, and transparency of information in mu'āmalah.

[14] Muhaimin, Muhamamd Sood, and Lalu Hayatul Haq, "Legal Synchronization of Sharia Banking Supervision Arrangements in Indonesia," *Russian Law Journal* 11, no. 3 (2023): 2688–95, https://doi.org/10.52783/rlj.v11i3.2220.bank supervision was under the purview of Bank Indonesia (BI

[15] Rahmatul Huda, "Akad Construction On Credit Card Products (Analysis Of Sharia Economic Laws)," *Syariah: Jurnal Hukum Dan Pemikiran* 19, no. 1 (June 4, 2019): 119, https://doi.org/10.18592/sjhp.v19i1.2041.

The Legal Position of Customers Regarding the Uncertainty of Bancassurance Fees

The lack of clarity regarding ujrah information in the cover note document for bancassurance products at PT Bank Syariah Indonesia also raises an important question regarding the extent to which customers have legal standing to question or even challenge the validity of these documents.[16] In practice, cover notes often serve as temporary documents that provide an initial overview of the benefits and obligations of participants, but there are often discrepancies between the contents of the cover note and the final policy issued by the Islamic insurance company. Discrepancies in the ujrah amount column, which should reflect distribution costs or bancassurance commissions, have the potential to raise doubts about transparency, accuracy of information, and consumer protection in Islamic financial transactions.

This situation raises a fundamental question: do customers have sufficient legal rights to dispute the validity of the cover note, especially when the information contained therein affects their financial rights and obligations? In addition, it is necessary to analyze whether the legal relationship arising from bancassurance, in which the bank only acts as a referrer or distributor and not as a risk bearer, provides room for customers to sue the bank, the insurance company, or both at the same time.

The pattern of cooperation between BSI and Al Amin Sharia Life Insurance usually follows sharia bancassurance industry standards, with a focus on distribution, marketing, and the sharing of marketing ujrah, which is regulated on a business-to-business basis between the two institutions and does not affect the contract between the participant and the insurance company.[17] Several academic studies show that the bancassurance cooperation model typically positions banks as marketing channels rather than risk bearers, and that the determination of ujrah in marketing cooperation does not have to be disclosed to customers if it is part of a bilateral agreement between the bank and the insurance company.

In positive law, the position of banks in bancassurance activities is regulated in the Financial Services Authority Circular Letter Number 32/SEOJK.05/2016 concerning Marketing Channels for Insurance Products through Cooperation with Banks (Bancassurance), which stipulates that banks act solely as marketers or distribution channels (referrers/distributors) and do not have the function of risk underwriters.[18] Thus, legal responsibility for the contents of the policy and cover note documents lies entirely with the sharia insurance company. However, in the event of unclear information that results in losses for customers, based on Article 4 letter c and Article 29 paragraph (1) letter a of OJK Regulation Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector, customers have the right to obtain accurate, transparent, and honest information about the products offered, as well as the right to file complaints about losses incurred due to negligence on the part of financial service providers.

Thus, normatively, customers have a legal basis to sue or file a lawsuit against either the insurance company or the bank if a violation of the principle of information disclosure can be proven. However, the strength of such a lawsuit will greatly depend on the type of contract used in

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16 Lyssa Maria Brito, "The Legality of Bancassurance and the Need for Reform," *Indian JL & Legal Rsch.* 3 (2021): 1.

17 Karimuddin Karimuddin et al., "Bank Interest in the Contemporary Era: Problem of Ad'afan Muda'afah Interpretation in Determining Law of Usury," *MILRev : Metro Islamic Law Review* 3, no. 1 (April 4, 2024): 43, https://doi.org/10.32332/milrev.v3i1.8948.

18 Sukiati Sukiati et al., "Copyright as a Waqf Object in the Context of Fiqh and Positive Law," *Al-Istinbath: Jurnal Hukum Islam* 8, no. 1 May (May 24, 2023): 269, https://doi.org/10.29240/jhi.v8i1.6696.

the legal relationship between the bank and the insurance company. At this point, it is important to understand the structure of the contract used, because the identification of the contract will determine which party bears legal responsibility for the ambiguity of the ujrah in the initial document.[19]

Contracts Used in Bancassurance Activities

Determining the type of contract used in bancassurance activities at Islamic financial institutions is a fundamental aspect in assessing the validity of marketing insurance products through banks.[20] This is important considering that contracts form the basis of legal relationships that determine the rights and obligations of the parties, including the mechanism for paying ujrah, the limits of the bank's authority, and protection for customers as the parties receiving the services. In industry practice, Islamic banks commonly act as parties that market Islamic insurance products through cooperation schemes with takaful companies. However, there is an issue regarding whether this legal relationship is more appropriately classified as a wakālah bi al-ujrah contract or a ju'ālah contract, especially when it is linked to the structure of the compensation or ujrah received by the bank.

The legal relationship between PT Bank Syariah Indonesia KCP Purwokerto Sudirman and PT Asuransi Jiwa Syariah al Amin in the practice of bancassurance in financing products shows characteristics that are closer to a ju'ālah contract than a wakālah bi al-ujrah contract. This can be seen from the structure of interests and the orientation of the contract formed between the two institutions. The wakālah bi al-ujrah contract is theoretically defined as the delegation of authority from one party to another to perform a specific action in exchange for an agreed-upon reward. In the context of bancassurance, this contract places the bank as the representative of the insurance company to carry out marketing activities. However, the reward model in practice is often structured based on a percentage of premiums or the achievement of specific marketing targets. This pattern raises the argument that the contract does not fully meet the characteristics of wakālah, because the element of compensation depending on success can lead to the ju'ālah typology, which is a promise of compensation for achieving certain results.

In a ju'ālah contract, the ju'l provider (in this case, the insurance company) promises compensation to the executor (the bank) if it succeeds in achieving certain results, such as sales targets for insurance-backed financing products. Therefore, the legal relationship in a ju'ālah contract only binds the bank and the insurance company, not the customer and the bank, because the customer is not a party to the contract or has a direct interest in the reward (ujrah).

Empirically, bancassurance agreements are not only intended to authorize banks to market insurance products, but also serve as an instrument to protect banks against the risk of customer default. Banks have a greater interest than insurance companies because the risk to be controlled is the risk of financing losses that could affect the quality of bank assets. Therefore, bancassurance cooperation is designed not as an insurance product promotion activity, but as part of the bank's

[19] Luhur Prasetiyo and Khusniati Rofiah, "The Formulation of Islamic Bank Performance Based on Contemporary Maqasid Al-Sharia," *Justicia Islamica* 18, no. 2 (November 25, 2021): 318–34, https://doi.org/10.21154/justicia.v18i2.3163.

[20] Ol'ga A Yusupova, "Analysis of Credit Institutions' Risks in the Bancassurance Market," Дайджест-Финансы 24, no. 1 (249) (2019): 3–12.

risk mitigation strategy through insurance protection obligations attached to every sharia financing product offered to customers.[21]

The existence of a mandatory insurance clause in every financing facility confirms that bancassurance functions as an instrument for the benefit of the bank. In practice, customers do not have the option to refuse to participate in the insurance scheme, because the closure of the policy is an administrative requirement as well as a substantive requirement in the financing process. Thus, the implementation of bancassurance is not merely an effort by insurance companies to expand their market share, but a mechanism required by banks to protect and secure their financing portfolios. In terms of contractual theory, this condition shows a discrepancy with the characteristics of wakālah bi al-ujrah, because in a wakālah contract, the main interest lies with the principal, namely the insurance company, which requires the services of banks to market its products. However, empirical facts show that it is the banks, not the insurance companies, that have an interest in this.

Fatwa DSN-MUI No. 139 of 2021 stipulates that the marketing of sharia insurance products by banks may use the wakālah bi al-ujrah contract, but this provision is conditional, namely only if the bank actually performs the function of a marketing agent. Thus, the basis for using wakālah bi al-ujrah according to this fatwa requires that the bank act as an agent, not a party that directly benefits from the policy closure.[22] However, in the practice of bancassurance in financing, the function performed by the bank is not a pure agency function, but rather an internal risk mitigation function, so that the purpose of the contract deviates from the basic assumptions of the fatwa. In addition, the structure of the remuneration received by the bank is often based on the achievement of certain results, such as the number of policies issued in a series of sales of financing products with insurance. The nature of the reward given after the results are achieved is an essential element of the ju'ālah contract.

Thus, the contract that is more appropriate to describe this relationship is the ju'ālah contract, because this contract accommodates the provision of rewards based on the achievement of output (results), not merely the provision of services. This evaluation also shows that the bank's need for risk protection is more dominant than the insurance company's interest in expanding the market, so that the bancassurance business model for financing products is essentially an instrument of the bank's interests, not a form of marketing service commonly found in wakalah contracts.

Analysis of the Resolution of Issues Regarding the Determination of Bancassurance Fees

The determination of bancassurance fees deducted from customer contributions is, in principle, permitted under Islamic economic law as long as the mechanism is agreed upon and known by the parties involved in the contract.[23] This provision refers to DSN-MUI Fatwa Number 52/DSN-MUI/III/2006 concerning Wakālah bi al-Ujrah Contracts in Sharia Insurance and Sharia

[21] Elda Marzai, "Bancassurance in a Digital Era," in *Proceedings of the International Conference on Business Excellence*, vol. 12 (Sciendo, 2018), 601–11.

[22] Widy Hastuty HS and Andri Soemitra, "Fiqh Muamalah Sharia Pawnshop," *International Journal of Economics, Social Science, Entrepreneurship and Technology (IJESET)* 1, no. 3 (2022): 250–61.

[23] Karin Amelia Safitri, Muhammad Thariq Fadhilah, and Sri Astuti, "Analysis of the Insurance Product Development Process for Bancassurance Distribution," in *The 6th International Conference on Vocational Education Applied Science and Technology (ICVEAST 2023)* (Atlantis Press, 2023), 335–50.

Reinsurance. The fatwa explains that insurance companies act as wakīl (agents) of customers in managing tabarru' funds, and are also permitted to use these funds for operational and marketing purposes. Therefore, deducting a portion of the contribution as ujrah in bancassurance activities is justified, provided that the allocation of contributions is proportional, i.e., a portion is allocated to the tabarru' fund, a portion becomes the ujrah of the insurance company as the manager, and another portion is given to the bank as ujrah for marketing insurance products.

It should be emphasized that bancassurance ujrah is not an additional burden imposed outside of customer insurance contributions, but is taken from the initial contribution paid when the contract is agreed upon. In practice at PT Bank Syariah Indonesia, the bank receives a 10 percent share as a service fee for the successful distribution of insurance products. Thus, the amount of contributions paid by customers remains the same, while the distribution of ujrah is carried out internally between the insurance company and the bank. This mechanism reflects the principles of ta'āwun and fairness in the distribution of service fees without adding to the financial burden on customers.[24]

In the context of the BSI Griya Hasanah financing agreement between the customer and PT Bank Syariah Indonesia KCP Purwokerto Sudirman, in terms of Islamic banking law, the agreement has fulfilled the pillars and requirements of the contract. The parties involved as legal subjects are the customer and the bank as the 'āqid. The object of the contract in the form of home ownership financing with a bancassurance scheme fulfills the ma'qūd 'alaih element, while the purpose of the contract is the gradual purchase of a house through periodic financing. The ijab and qabul processes have also been carried out legally and clearly, so that from the perspective of the legal relationship between the bank and the customer, there are no defects in the contract.

The issue that arises is related to the omission of details of the bancassurance ujrah in the temporary policy or insurance cover note from PT Asuransi Jiwa Syariah Al Amin, which at first glance gives rise to the assumption of a loss of the principle of transparency, but does not necessarily cause a defect in the contract. This is because the contract used in the cooperation between PT Bank Syariah Indonesia KCP Purwokerto Sudirman and PT Asuransi Jiwa Syariah Al Amin is a ju'ālah contract, as stipulated in DSN-MUI Fatwa Number 139/DSN-MUI/VIII/2021 concerning the Marketing of Insurance Products Based on Sharia Principles.

Based on analysis, the distribution of ujrah between the bank and the insurance company is regulated in a business-to-business relationship that is separate from the contract between the customer and the insurance company.[25] In a ju'ālah contract, the bank receives compensation for successful marketing services without bearing the risk of insurance policy benefits.[26] Therefore, the ujrah received by the bank is compensation for work, not part of the main contract that binds the customer. With these characteristics, customers are not required to know the details of the ujrah received by the bank, as it does not affect the rights and obligations of customers regarding the insurance benefits received. This practice remains Sharia-compliant and does not constitute

[24] Md Abu Ayub Ansari and Md Mahfuz Patwari Tanmoy, "Forensic Analysis of Bancassurance Marketing and Audit Clarity in Bangladesh," *Available at SSRN 5209099*, 2025.

[25] Nur Insani et al., "Empowering Muslim Women: Bridging Islamic Law and Human Rights with Islamic Economics," *De Jure: Jurnal Hukum Dan Syar'iah* 16, no. 1 (June 25, 2024): 88–117, https://doi.org/10.18860/j-fsh.v16i1.26159.

[26] Nursaid Nursaid, Zain Smith, and Amrit Dhakal, "Development of Islamic Economics and Practices in Indonesia (2013-2023): Opportunities and Challenges," *Revenue Journal: Management and Entrepreneurship* 1, no. 1 (December 18, 2023), https://doi.org/10.61650/rjme.v1i1.323.

gharar, as long as information regarding the benefits, risks, and obligations of participants is explained transparently in accordance with the principles of mu'āmalah.[27]

Conlusion

The practice of determining ujrah at PT Bank Syariah Indonesia KCP Purwokerto Sudirman shows that the amount of ujrah is not always explicitly stated in the cover note. Ujrah is usually calculated from the insurance premium paid by the customer, and the distribution mechanism is regulated through a bilateral agreement between the bank and the insurance company. This practice places the bank more as a party with a commercial interest in marketing products, rather than as a risk bearer, so that ujrah is more based on sales achievements. The Bancassurance agreement made by PT Bank Syariah KCP Purwokerto Sudirman with the insurance company, in this case PT Asuransi Jiwa Syariah Al Amin, uses a reference business model with a ju'ālah contract. PT Bank Syariah Indonesia KCP Purwokerto Sudirman, in this case as the marketer of PT Asuransi Jiwa Syariah Al Amin's insurance products, receives ujrah or bank compensation when the sales target for financing products accompanied by insurance is achieved without bearing the risk of the policy or insurance benefits. Fatwa DSN-MUI No.139/DSN-MUI/VIII/2021 explains that a bancassurance contract that is valid under sharia requires transparency of information regarding the rights and obligations of all parties. The ambiguity of ujrah in the cover note has the potential to cause garar, especially if the contract used is wakālah bi al-ujrah. If a ju'ālah contract is used, this ambiguity does not violate sharia principles because the right to ujrah only binds the bank and the insurance company. However, from the perspective of sharia ethics and consumer protection, banks still have a moral obligation to provide transparent information so that customers can make the right decisions and are not disadvantaged.

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