

The Freedom of Islamic Law Contract on Insurance

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Abstract

This study was conducted to analyze the principles of freedom of contract in Islamic law that have been accommodated in the Social Security Administration (BPJS) Employment program at the Makassar Branch Office. The type of research carried out in this research is quantitative research with a theological-normative approach. This primary data was obtained from interviews with BPJS Employment and participants in Makassar City. Data were collected through direct interviews with research informants and documentation related to research data. Data processing is done through data reduction, data presentation, and concluding. The data is then processed and analyzed by data triangulation techniques and theory triangulation. The results showed that the principles of freedom of contract in Islamic law that were accommodated in the BPJS Employment program of the Makassar Branch Office were analyzed with the principle of freedom, the principle of willingness, the principle of binding, the principle of honesty, and the principle of justice-balance. The participant's contract with the BPJS Employment Makassar Branch Office does not contain the principle of freedom of contract because it is a standard contract. The principle of willingness is the same as the principle of consensualism in civil law, where both parties must be willing to agree without any coercion from any party; this applies to BPJS Employment Makassar Branch Office, where both parties are willing to enter into a contract, and there is no coercion. Implementing the binding principle in BPJS Employment at the Makassar Branch Office is carried out with BPJS Employment at the Makassar Branch Office. BPJS Employment participants enter into contracts based on official regulations as the legal basis.

Keyword : Freedom, Islamic Law, Insurance.

1. Introduction

The phenomenon of contract agreements in BPJS employment insurance is currently related to contract problems in conducting transactions. This phenomenon is still a lot of parties who make contracts (agreements) do not understand the rights and obligations they must fulfill. Even though they use the Islamic legal agreement system, the values contained in the

concept have not been implemented optimally. Another problem is that BPJS Employment is an established company, but its operating system is still conventional, while the freedom of contract is more dominantly used in Islamic financial institutions. BPJS Employment provides a condition of 5.7% from the company, while workers must pay 2.0%, and the remaining 3.7% is borne by the company (<https://www.bpjsketenagakerjaan.go.id/downl>

[oad/Brosur-BPU.pdf](#)). The problem is that the company makes reports to BPJS Employment that are not following workers' salaries, resulting in reduced investment returns which in turn interfere with the welfare of workers.

One of the rights inherent in the nature and existence of human beings is the right to social security. The application of contracts in Islamic law is essential in every transaction (Ghozali & Afifah, 2020; Suharto, 2017). The importance of the contract is to provide legal certainty for the parties involved in the transaction (Gemala Dewi, 2014; Nurhadi, 2019). Every contract must be based on principles, including the principle of freedom of contract. The focus of freedom of contract in Islamic contract law is termed *al-hurriyyah* (Abdul Manan, 2006). This principle is limited by sharia, so that it does not provide absolute freedom for the parties to the contract. Al-Quran and Al-Hadith become the basis for contracting containing principles regarding the order of human life that are global and provide the possibility for humans to develop them. If the Qur'an regulates all civil activities, then Muslims do not find a way to create them through the development of thought. On the other hand, if the Qur'an does not provide any guidance for civil relations activities, it is feared that humans will get lost in the related activities that destroy human values themselves (Abdur Rachim, 2010). Therefore, civil relations in the Qur'an are only in the form of the guidance contained in the principles of civil relations, which stimulate humans to develop according to the development of their thoughts.

This study of the principles of the court of justice relationship in the Qur'an and Hadith is elastic, which means that the sharper the mind of the person conducting the research, the wider the guidance obtained. On the other hand, the simpler a person's thinking conducting research, the simpler the guidance he will receive. However, neither the Qur'an nor the Hadith requires the study of Muslims to be beyond their thinking capacity and their reach (Abdur Rachim, 2010). Included in this is the civil sector, which concerns freedom of contract in the operation of BPJS Employment. Researchers are interested in studying the application of Islamic law implemented in Islamic financial institutions (M. Idris & Darminto Hartono Paulus, 2020; Ninla

Elmawati Falabiba, 2019; Waluyo, 2020), but these researchers are more focused on studying Islamic-based financial institutions. While researchers have not widely researched Islamic legal contracts implemented in conventional institutions, this is the fundamental basis for analyzing conventional institutions by implementing the concept of Islamic law, which focuses on the freedom of Islamic law contracts on BPJS Employment as a conventional institution.

The purpose of this study is on the freedom of Islamic law contracts in the BPJS Employment program. Islamic law gives freedom to everyone who performs the contract as desired, but religious teachings determine the legal consequences. Freedom of contract is a principle which states that basically everyone is allowed to make a contract containing anything as long as it does not conflict with the law, morality, general and religious teachings. This problem statement regarding the principles of freedom of contract in Islamic law has been accommodated in the BPJS Employment program, which is viewed from the principles of freedom of contract.

2. Literature Review

A. Application of Islamic Law

The verses of the Qur'an that follow the law were revealed in stages to benefit the individual and the Islamic community. For example, before drinking alcohol was forbidden, the Qur'an described how bad alcohol was and denounced the drink. At a later stage, the Qur'an forbids drunken people from praying. In the third stage, the Qur'an "promulgated a total prohibition for Muslims to drink *khamr*." Provision The liquor is one example that shows that Islamic society at that time existed; only then did Islamic law (*sharia* gradually evolve). In the period of the Prophet Muhammad, the pre-Islamic Arabs were known as a nation that already had economic progress; the strategic geographical location of Arabia made it easy for Islam to spread to various efforts made by Muslims. In the field of *muamalah*, among their customs is the permissibility of *mublah* or barter transactions, buying and selling, agricultural cooperation (*mujora'ah*). In addition, among them, there are speculative buying and selling, such as the *ba'i al munabadzah*. In solving the problems faced, the Prophet Muhammad always guided the

revelations, both *al-wahyi al-mathlu*, namely the al-Quran and *al-wahyu ghairu mathlu*, al-Quran, and sunnah were legal arguments at the time of the Prophet Muhammad saw. Then the process of forming Islamic law occurred evolutionarily with the crystallization process of the ummah or Islamic communication in the Medina state (Zay Mobarok, 2000).

At the end of the 13th century, the *Usmaniyah* government gathered a large group of religious leader and assigned them to draft a law on *muamalat madaniyah* or (civil law) originating from Islamic jurisprudence, although not from a well-known school of thought as long as the law formed was relevant to the spirit of modern progress. In 1286 H the religious leader agreed to assign a law which they named the magazine *al-ahkam al-adliyah* (magazine of the rules of justice) and the realization of its application began in 1292 H. They established the law of buying and selling because it was taken from the schools of thought from Ibn Sidrimah. This is an initial breakthrough that tries to get out of pure taqlid to the four schools of thought in Egypt; there have been many complaints from the public to apply the law of the Abu Hanifah school of law in sharia court law. In response to this, in 1920 M, the Egyptian government programmed several policies, namely:

- a. To set of the Law No. 25 of 1920 which contains part of the law regarding *al-akhwal al-syakhsiyah* (family laws) which violates the Abu Hanifah school of thought but still does not leave the school.
- b. The second to step of the Law No. 25/1929 which contains some laws regarding *al-akhwal al-syakhsiyah* that violate the Abu Hanifah school and all four schools, but do not come out of other schools in Islam. This two-step policy program is much more advanced than policy.

In its development, Islamic law in the economic and trade fields has been widely implemented. Many researchers have carried out it, such as that of (Iflaha, 2019) in her research on the Concept of *Mudhorobah Musytarakah* Contract in Islamic Economics. This study found that the concept of *mudhorobah musytarakah* contract is a combination of the *mudhorobah* and *musyarokah* contracts, *mudhorib* as capital owner, and *musytarik* as a capital manager both include capital for the business carried out. (Turmudi, 2017) in his research on the

Implementation of Mixed Contracts in Sharia Economic Law. Al-Mudharabah is divided into *mudharabah muthlaqah*, *mudharabah muqayyadah* and *mudharabah musytarakah*. *Mudharabah* in Islamic banking and BMT is implemented in time savings, ordinary and extraordinary deposits, working capital financing, and special investments. Implementation of *mudharabah* in sharia insurance through premiums from participants to insurance companies and investment of funds by insurance companies to entrepreneurs. (Imaniyah, Bahjatul, 2019) in his article on the Employment Social Security Administering Agency (BPJS) Program Contract in the Context of Islamic Economics.

B. Freedom of Contract

Freedom of contract is an essential legal principle for individuals. In its development, freedom of contract can bring injustice because the principle achieves good welfare optimal when the parties have a balanced position. However, that often does not happen, so the state needs to protect the rights of the weak (I. Idris, 2007). A contract must have active reciprocal interaction on both sides to carry out their respective rights and obligations, which in this case is the implementation of the first formulation in Article 1320 of the Civil Code concerning the legal terms of the agreement (agreement of the parties), where both parties agree to bind themselves to each other in good faith as outlined in an article (Salim HS, 2010).

Freedom of contract, commonly referred to as *Huriyyatul Aqad*, is a principle of the Islamic law that states that anyone can make any contract without being bound by names determined in sharia law and include any clauses in the contract he makes. It follows its interests as long as it does not conflict with Islamic law's general system, ethics, and basic objectives. The texts of the Qur'an and the Sunnah of the Prophet Muhammad SAW as the main sources of Islamic law and the rules of Islamic law show that Islamic law adheres to the principle of freedom of contract. The principle of freedom of constraint is now a further concretization of a more strict specification of the principle of worship in *muamalah*.

Islamic contract law recognizes the principle of freedom of contract, namely the freedom to

make new contracts that have never been formulated by the fuqaha or contain several new clauses that reflect the interests of each party, with a note that it is done voluntarily not include syara' prohibitions. It can be said that Islamic law recognizes the existence of freedom of contract. The freedom of contract in question is the freedom to determine the forms of agreements explored based on general arguments in Islam. The texts of the Qur'an and the Sunnah of the Prophet, as well as the principles of fiqh, show that Islamic law adheres to the principle of freedom of contract.

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3. Research Methods

This study uses a qualitative research method with a normative theological approach. This approach is carried out to provide understanding to be able to uphold and practice religious norms. The research location is at BPJS Employment Makassar Branch Office. The consideration for choosing this location is based on the researcher's initial observations; it was found that BPJS Employment at the Makassar Branch Office implemented a contract with BPJS participants in carrying out its program, which was suspected of having freedom of contract. Sources of data in this study are primary data and secondary data. The data sources of this research consist of primary data and secondary data. The sampling technique used in this study is a purposive sampling technique. Purposive sampling is the determination of the sample based on specific objectives with conditions that must be met. The number of samples in this study was 15 people consisting of 5 people from BPJS Employment, 5 people from companies, and 5 workers. The instrument used this study in

collecting data in this study was through interview guidelines and documentation studies.

This research's techniques and steps are through data reduction, data presentation, and drawing conclusions or verification. Data reduction is summarizing, choosing the main things, focusing on the essential things, looking for themes and patterns. Presentation of data in the form of a set of information that has been arranged gives the possibility of drawing conclusions and taking action. Verification can be done briefly, namely by collecting new data. In decision making, it is based on data reduction and data presentation, which is the answer to the problem raised in the study. Drawing conclusions in qualitative research is expected to answer the formulation of the problem, as well as new findings that have never existed.

4. Research Results and Discussion

Akad occupies an important position in Islam (Rahmawati, 2016; Semmawi, 2010), because the contract limits the relationship between the two parties involved in the contract that is held and binds the relationship in the future. Because the basis of the relationship is the implementation of the orientation of the two parties to the contract. Akad is an agreement between an agreement that contains Ijab and Qabul between one party and another, which includes the rights and obligations of each party following sharia principles. Contracts in Islam need to be considered, and these are determined by religion to carry out the sharia system. In Islam, a cooperation contract or contract must fulfill its pillars: a) Sighat Akad (Ijab and Qabul), which two parties lean on to the contract, which shows what is in their hearts about the occurrence of a contract. b) Al-Aqid, namely the person who performs the contract. c) Al-Ma'qud'Alayh, namely the object of the contract or the objects made into the contract. The principle of freedom of contract (al-Hurriyah) Islamic law recognizes freedom of contract, which is a legal principle that states that anyone can make any contract without being bound by names determined in sharia law and include any clauses in the contract. He follows his interests as long as it does not result in eating other people's property by vanity.

Based on the study results, it shows that the participant's contract with the BPJS

Employment Makassar Branch Office does not contain the principle of freedom of contract because it is a standard contract. The characteristics of the standard agreement that occurs at BPJS Employment Makassar Branch Office are as follows: 1) The contents are determined unilaterally with a stronger position (the BPJS Employment), 2) The community, in this case, the participants do not participate together in determining the contents of the agreement, 3) Encouraged by necessity, participants were forced to accept the agreement, 4) Prepared in advance en masse and collectively. This applies to BPJS Employment Makassar Branch Office, which also uses standard agreements in every contract with participants. The legal contract, in this case, was provided by the BPJS Employment Makassar Branch Office earlier. This means that participants do not participate in making the contract; participants are only allowed to read and understand the contents of the contract. The application of the standard agreement at BPJS Employment at the Makassar Branch Office takes place after going through several stages, namely the submission of membership from participants to the existence of a membership card. The other provisions contain essential matters regarding the number of contributions, payment procedures, and benefits. This is then included in the contract, plus the clauses that BPJS Employment Makassar Branch Office has frozen.

The analysis above has similarities with research conducted by (Bahjatul Imaniyah dan Abu Hasan Agus R, 2019; Santoso & Hito, 2013; Saumi & Amalia, 2020) which states that in principle, employers and workers have the freedom to contract in determining the conditions and terms - in the terms of employment in the employment agreement. However, this freedom has been severely limited by the state's intervention in the form of laws and regulations that intend to protect workers as a result of the weak position of workers compared to employers. Also, in practice, it can be said that workers no longer have freedom of contract due to the strong bargaining power of employers and the strong need for workers to find work.

The principle of willingness states that all contracts entered into by parties must be based

on the desire of all parties involved in it. The willingness of the contracting parties is an entity that animates every engagement in Islam and underlies all transactions that occur. The principle of readiness is the same as consensual in civil law, where both parties are willing to agree without coercion from any party. However, if you see that the existing contract at BPJS Employment Makassar Branch Office is already available without involving prospective participants, participants need to read and research it without changing the contents of the contract; if it happens, they change the signature. The form of the signing of the two parties shows the agreement of the parties.

In essence, contracts already standardized at BPJS Employment Makassar Branch Offices are allowed, as long as the standard clauses do not harm the prospective participants. This legal requirement is allowed because it will take a long time if there is a bargain in making a contract between BPJS Employment Makassar Branch Office and future participants. So that the agreement in BPJS Employment Makassar Branch Office has been created first. Participants just read, research, and then agree or not. The results of the analysis of the principles mentioned above have similarities with the principle of consensualism in Islamic financial institutions as in the research (Abdullah, 2015; Setiawan, 2021; Tarmizi, 2020) that the consensual principle is an agreement that has existed since an agreement was reached between the parties who entered into a valid contract. In the Indonesian treaty law system. Whereas in Islam, it is called the principle of willingness (Al Rida), this principle states that all contracts entered into by the parties must be based on the desire of all parties involved in it. The implementation of the principle of consensualism/the principle of willingness in the agreement/aqad of Islamic financial institutions is the agreement/aqad that is in the Islamic financial institution that is already available without involving potential customers; the customer has to read and research it, without being able to change the contents of the agreement/aqad, if he agrees then stay put his signature. The form of the signing of the two parties shows the agreement of the parties.

Everyone who agrees with promises to the agreement's contents is arranged with the other parties in the agreement. So that the entire contents of the agreement are as regulations that must be carried out by the parties who bind themselves in the agreement, the contract contains a binding force. The parties' binding in a deal can be seen in Article 1338 paragraph 1 of the Civil Code. The implementation of the *pacta sunt servanda* principle in the contract at BPJS Employment Makassar Branch Office is that the performance of contract between BPJS Employment Makassar Branch Offices and BPJS participants to create a good and smooth condition in the contract, the parties must be based on the binding principle in which the BPJS Employment The Makassar Branch Office fulfilled its promise to protect participants. On the other hand, BPJS Employment participants must fulfill their obligations to pay monthly contributions to BPJS Employment Makassar Branch Offices. The principle of *pacta sunt servanda* (promises must be kept) is a principle in contract law that must be guided and obeyed by the parties who have made and agreed on a contract between the participant and BPJS Employment Makassar Branch Office. Failure to comply with the promise decided in the contract by the participants will enable the participant to pay a fine by paying the payment on the specified date for the default action.

Islam strictly forbids lies and deception in any form. This truth value influences the parties who enter the contract not to lie, cheat and commit forgery. When this principle is not fulfilled, the legality of the contract made can be damaged. Parties who feel aggrieved due to dishonesty committed by other parties in a contract can stop the contract process. Honesty is a principle thing for humans in all life, including the preparation of sharia contracts. If honesty is not practiced in the preparation of the contract, it will damage the pleasure; in addition, dishonesty in the preparation of the contract will result in disputes between the parties to the contract (agreement). Research (Mankahady, 2011; Mohammed, 1988) explains that Islamic law has regulated terms and conditions and Islamic law has prohibited things that can harm one of the parties while (Hassan, 2002) emphasizes that Islamic contracts can strengthen the level of justice and avoid liberalism.

Contracts that occur at the BPJS Employment Makassar Branch Office before becoming a participant, the BPJS first opens up about the conditions that participants must meet when they want to become participants. Such as the number of contributions paid, the fulfillment of the rights and obligations of the contracting party, the benefits, and even the sanctions received by the participants when they default. It's just that there are slight differences between formal participants and informants, but in terms of fulfilling the principle of honesty, there are no substantial differences between the two. This principle emphasizes that the parties in the agreement must be based on good faith and decency, which implies that an agreement between the parties must be based on honesty to achieve common goals. The agreement's implementation must also refer to what is appropriate and should be followed in the community association. This principle must exist in every contract and cannot be waived even though the parties agree.

Every contract made by the parties must show a sense of justice that guarantees the interests of each party. Justice is a multi-dimensional entity that includes the values of truth. Justice in the engagement will ensure the fulfillment of individual rights and ensure the implementation of the contract. Consequently, each party feels calm and the certainty of the guarantee of individual rights. The standard contract is considered unfair because the standard agreement only sided with one party. The clauses of the deal have been prepared in advance by one of the parties because they want to protect the possibility of losses. Meanwhile, the other party is only faced with the choice to accept or reject the agreement. The existence of a standard deal for BPJS Employment Makassar Branch Office with participants causes the non-fulfillment of the principle of justice in the contract because the contents of the agreement are made unilaterally so that it will create a sense of injustice on the other side.

Contracts made by BPJS Employment Makassar Branch Office with BPJS participants with pre-existing rights and obligations. Implementing the principle of balance and justice is legally binding; namely, the BPJS Employment of the Makassar Branch Office is obliged to fulfill the participant's social

security, and then the participant is obliged to pay the predetermined contribution. After analyzing several principles that become elements of freedom of contract both in civil law and Islamic law related to its application to BPJS Employment Makassar Branch Office, it was found that in general, freedom of contract at BPJS Employment Makassar Branch Office was not implemented because the system applied was in the form of a standard contract. This can be seen in the terms and conditions of the contract, which tend to be more inclined to standard contracts. The work procedures carried out by BPJS Employment at the Makassar Branch Office are inseparable from the legal umbrella that oversees them. The existence of the BPJS Employment Makassar Branch Office is based on laws and regulations concerning the social security system, which is intended for all workers, both formal and informal. Legally BPJS Employment Makassar Branch Office refers to Law no. 40 of 2004 concerning National Social Security and its derivatives with Law no. 24 of 2011 concerning the Social Security Administering Body. Thus, the provisions in the employment system must refer to the laws and regulations.

The Islamic view gives a view when looking back at the principles of the agreement according to Islamic law. It can be seen that the absence of freedom in the contract includes violating the principle of freedom of contract or, in Arabic terms, called *mabda' hurriyyah at-ta'auq*. On the principle of freedom of contract, the parties to the contract must have a consensual basis of willingness between each party, and there should be no pressure, coercion, fraud, and misstatement. This statement is based on the word of Allah SWT in QS al-Nisa/4: 29: "O you who believe, do not eat each other's property in a vanity way, except by way of commerce that applies consensual among you" (Kementrian Agama RI, 2012). The verse clearly explains that trade, including the agreement, must be based on a consensual or voluntary agreement between the parties. Meanwhile, in standard contracts, there tends to be an element of coercion from BPJS Employment participants to accept each clause of the standard financing agreement that they propose because the position of BPJS Employment participants is on the weak side, so that inevitably BPJS Employment

participants will accept and agree to every condition stated in the agreement clause.

The clauses that BPJS Employment has set provide limits for participants to carry out negotiations. In addition, the risk clause also describes that the participant must bear all responsibilities as a second party. Meanwhile, BPJS Employment, as the first party, is not willing to accept any risk. These clauses are deliberately included by the BPJS Employment, which in the view of BPJS Employment is a protection measure for BPJS Employment if the participant commits a default action that can harm BPJS Employment. Participants sometimes do not pay attention to the contents of clauses that are not good or even detrimental to participants and only take sides with the interests of BPJS Employment. Participants must accept every clause of the agreement that has been made standard by BPJS Employment.

In terms of Islamic law, the standard contract looks at the pillars in the Islamic legal agreement, which are the parties to the contract (*al-'aqidain*); the object of the contract (*mahallul 'aqd*); the main purpose of the contract (*maudhu'ul 'aqd*); and the agreement (*sighat al'aqd*) is valid because the pillars have been fulfilled in the contract. These pillars have been fulfilled in the standard contract at BPJS Employment, it can be seen from the contract in which there are two parties, namely the participant (company) and BPJS Employment, the object is in the form of a social security program, the goal is to get job security, and the agreement of both parties which is described by the issuance of participant card. The standard agreement that occurs at BPJS Employment is included in a valid contract. Likewise, it is associated with the benefits obtained by participants when it comes to the claim period for social security rights. Which expressly has conditions in claiming the guarantee. However, it cannot be denied that the value of the benefits generated is much greater than the number of contributions paid to BPJS Employment.

The role of BPJS Health in terms of *maqashid al-syari'ah* will benefit all parties. The five pillars of *maqashid al-syari'ah* have reflected all levels of Muslim life, both in terms of economy and fulfillment of welfare. This is following research (Heradhyaksa & Hikmah, 2019; Mankahady, 2011) that the correct application of *maqashid al-syari'ah* provides

benefits for all parties involved in it. BPJS Employment can increase the protection of life (*hifd al-nafs*) and offspring (*hifd al-nasl*). BPJS Employment is also able to increase the religious values of its participants, and the level of compliance with sharia principles is quite good (*hifd aldin*). The affordability of the price of contributions also shows that BPJS Employment has been able to apply indicators in terms of property protection (*hifd al-mal*). In addition to the benefits obtained, BPJS Employment, with its various social programs, found several contracts that have a correlation with contracts in Islamic law in the form of in the Work Accident Insurance Program (JKK) there is a *tabarru'* contract, which is a contract that is allowed only in terms of virtue, including mutual acts. mutual assistance between participants who experience disaster or risk when going to, during, and after work. The Death Benefit (JKM) program is a fund given to the family and heirs of workers as participants of BPJS Employment as compensation in the form of funeral costs or the state of money. Not only in JKK, but this JKM is also the implementation of the form of *at-takmin at-ta'awuniy*, namely *ta'awun* in the *tabarru* contract as stated in the Qur'an, to help and protect each other.

The Old Age Security Program (JHT) is a guarantee and an investment system for the needs of participants when they are no longer working. JHT can not only be claimed after old age, but when workers have stopped working, they can also claim premium funds from JHT. This program has a concept such as the *mudharabah musytarakah* contract, a savings system without any differences in the pooling of funds between company assets and participants in managing investment funds. Likewise, the results of the funds generated in this program will not be forfeited but will continue to increase due to the use of a profit-sharing system. There are similarities in the Pension Guarantee program (JP) with JHT, namely, using an investment system for funds in the future. JP can only be claimed (disbursed) the premium funds after entering the retirement age of 56 years. For participants who have died, the name of ownership can be transferred to the family's name or the heirs concerned. JP can be said to be a transition from an inheritance contract. From the statements and opinions in the discussion

presented, it was found that the contract in the BPJS Employment program did not deviate from Islamic law.

5. Conclusion

The principles of freedom of contract in Islamic law, which are accommodated in the BPJS Employment program of the Makassar Branch Office, are analyzed with the principle of liberty, the principle of willingness, the principle of binding, the principle of honesty, and the principle of justice-balance. The participant's contract with the BPJS Employment Makassar Branch Office does not contain the principle of freedom of contract because it is a standard contract. The principle of willingness is the same as the principle of consensualism in civil law, where both parties must be willing to agree without any coercion from any party; this applies to BPJS Employment Makassar Branch Office, where both parties are willing to enter into a contract, and there is no coercion. The binding principle in BPJS Employment Makassar Branch Office is implemented with BPJS Employment Makassar Branch Office. BPJS Employment participants enter into contracts based on official regulations on a legal basis. Contracts that occur at the BPJS Employment Makassar Branch Office before becoming a participant, the BPJS first opens up about the conditions that participants must meet when they want to become participants. Such as the number of contributions paid, the fulfillment of the rights and obligations of the contracting party, the benefits, and even the sanctions received by the participants when they default; this indicates the creation of the principle of honesty—contracts made by BPJS Employment Makassar Branch Office with BPJS participants with pre-existing rights and obligations. Implementing the principle of balance and justice is legally binding; namely, the BPJS Employment of the Makassar Branch Office is obliged to fulfill the participant's social security. The participant is then obliged to pay the predetermined contribution. Through the elements of social freedom at BPJS Employment, the Makassar Branch Office was not implemented because the system applied was in the form of a standard contract. This can be seen in the terms and conditions of the contract, which tend to be more inclined to standard contracts. Therefore,

BPJS Employment has to increase the socialization of the benefits of the social security program, especially for non-wage recipients, because BPU participants have a high risk of working. Then it is necessary to increase cooperation with related parties to increase participation.

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