

Critical Analysis on the Implementation of the Pilgrimage Portion Prize Savings Plan from the perspective of National Sharia Board Indonesian Ulema Council

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Abstract

This study aims to find out how the review of the implementation of the contract on savings plans with pilgrimage portion measures from the perspective of DSN-MUI Fatwa No. 86/DSN-MUI/XII/2012 concerning Prizes in Funding for Islamic Financial Institutions and DSN-MUI Fatwa No. 29/DSN-MUI/VI/2002 concerning Financing for Pilgrimage Management of Islamic Financial Institutions. This qualitative research uses research with a case study approach. The data used is primary data that is obtained from interviews. Secondary data was obtained in the form of brochures and circulars of saving plans with pilgrimage portion prizes. The results found that the implementations of the pilgrimage portion prize savings plan were in line with the the light of fatwa, yet there were several provisions were inappropriate, first, on the prizes where the bank in implementing the gift has been agreed at the beginning, namely in the form of a portion of the pilgrimage. Second, on the method of giving gifts should not be customary (habit or 'urf) but savings plans with prizes for the pilgrimage portion have been implemented since the end of 2018 until now. Meanwhile, the implementation of the contract in the savings plan with prizes of pilgrimage portion were less conformity with the fatwa.

Keywords: Savings Plan, Prize, Pilgrimage Portion, Fatwa.

Introduction

The continuous development of banks has resulted in increasingly fierce competition between banks. Islamic banks must be able to develop innovative banking products that can attract the attention and interest of the public so that they continue to become members or become new customers to raise funds and distribute funds in Islamic banks. The banking business in increasing the mobilization of sources of funds from the public is by having a fundraising product in the form of savings. Savings are deposits whose withdrawals are made under certain agreed conditions, but cannot be withdrawn using a check, demand deposit slip, or other means equivalent to that (Saputri & Mulyana, 2020).

The innovative strategy carried out by Islamic banks to attract customers to want to raise funds is by the lure of giving gifts in savings products known as savings plans with prizes . Prizes awarded in a savings plan are rewarded in the form of a pilgrimage portion worth Rp. 25,000,000, - with regular deposits of Rp. 1.150.000,-/month for a period of 10 years. The Pilgrimage portion prize is given directly to the customer when starting the initial deposit. The

contract used in the savings plan with prizes is the mudharabah muthlaqah contract. Mudharabah muthlaqah is absolute surrender of capital without conditions and restrictions, in which the owner of the fund gives freedom to the fund manager in managing his investment (Marleni & Kasnelly, 2019).

The mechanism for implementing a savings plan with prizes is that the customer must first open a PaS savings account with a wadiah contract. The PaS Savings is used by the customer to make an initial deposit of Rp. 1.900.000,-. Where funds amounting to Rp. 1,000,000, - as a regular monthly deposit payment which will be automatically debited into the savings plan, a fund of Rp. 150,000, - as a monthly planning fee or as a profit for the bank and funds of Rp. 750,000,- as a participation fee for a savings plan with prizes which is only paid once at the time of account opening. If customer participation has been approved by the bank, the customer can open a savings plan with prizes with a mudharabah muthlaqah contract. Every month the customer must make a deposit of Rp. 1.150.000,-.

There are several differences between PaS savings and reward plan savings. *First*, lies in the profit sharing ratio. Wadiah contracts are only entrusted in nature so that there is no distribution of profit sharing ratios unless the bank voluntarily provides bonuses. The contract used in the savings plan with prizes is a mudharabah contract in which there is a distribution of profit sharing ratios. The customer gets a monthly ratio and a portion of the pilgrimage prize, while the bank gets a monthly planning fee of Rp. 150.000,-. *Second*, lies in the withdrawal of funds. Funds in PaS savings can be withdrawn at any time, while funds in prize plan savings cannot be withdrawn until a period of 10 years, unless the customer cancels the prize plan savings.

Pilgrimage portion prizes can be owned by saving customers who make regular deposits every month, they can also be given as gifts to children/spouses/biological parents/siblings. So that the recipient of the gift does not have to be the same person as the saving customer. If the application for the Pilgrimage portion prize has been approved, the customer receiving the Pilgrimage portion prize will be registered by the bank at the Ministry of Religion office to receive the Pilgrimage portion prize and will receive a haj savings with a wadiah contract.

Previous research that is relevant to this research is M. Ridwan Setiawan, Rahmawati, and Wahidin (2019), with the title *Implementation of the DSN-MUI Fatwa No: 86/DSN-MUI/XII/2012 Concerning Prizes in Fundraising*. The results of the research can be stated that the DSN-MUI fatwa regarding giving gifts in raising funds for Islamic financial institutions contains 3 provisions, namely; provisions related to gifts, provisions related to how to determine acceptance of gifts have been implemented in accordance with the fatwa, and provisions related to gifts in deposits, not all provisions are implemented, especially on the third point that it should not become a norm (custom, 'urf).

Devi Putri Lestari (2020), with the title *Prize in Collecting Savings Funds Perspective of the National Sharia Council of the Indonesian Ulema Council*. The results of this study indicate that in practice there are prize giving programs that are given directly and by lottery. Judging from the DSN-MUI Fatwa No. 86/DSN-MUI/XII/2012 many provisions have been implemented. However, there are also a number of provisions that are not implemented, including that prizes in deposits using a wadiah contract must be given before the contract takes place, cannot be agreed before the contract, and cannot become a habit/'urf.

Yayuk Saputri and Ade Mulyana (2020), with the title *Review of Islamic Law on the Implementation of Mudharabah Muthlaqah Contracts in Prize-Based Savings Products (Studies at Bank Muamalat Serang Branch Office)*. The results of the study show that the implementation of a savings plan with prizes using a mudharabah muthlaqah contract at Bank Muamalat is in accordance with Islamic law. This is evidenced by the customer's money deposited when saving for the first time, which is frozen in advance by the bank, while the prize replacement fee will be given at the end according to the time period agreed at the beginning of the contract.

Based on previous research related to this research, there is a variable that has not been discussed by previous researchers, namely related to the prize in the form of a portion of the pilgrimage. In this study, the prize portion of the pilgrimage was given to customers directly when starting an initial deposit of Rp. 1.150.000,-.

It is feared that the step of giving prizes in the form of a portion of the pilgrimage is a way for banks to trick customers into being interested and willing to save their funds, especially because of their interest in the lure of the big prizes being offered. The increasingly fierce competition of Islamic banks has made Islamic banks increasingly aggressive in finding or capturing customers. Because in truth, without customers in financial institutions, these institutions will not exist. An increase in the number of customers in financial institutions will affect the amount of funds raised and each loan issued will increase the profits that make Islamic banks more advanced.

Gift in Islam is a gift that is not binding, given voluntarily without expecting anything in return, but in the current developments it is no longer something that is given voluntarily. Prizes are used as a banking innovation strategy to promote their products to attract customer interest and attention. The bank in awarding the portion of the Pilgrimage prize does not immediately provide the prize offered, of course there are several terms and conditions that must be fulfilled first by the prospective customer (Lestari, 2020).

DSN-MUI as an institution that has authority especially in the field of Islamic economics has issued a fatwa Number 86/DSN-MUI/XII/2012 concerning prizes in raising funds for Islamic financial institutions. The fatwa explains several provisions that must be complied with by Islamic financial institutions when giving prizes to their products, especially in raising funds. These provisions include: (1) provisions related to gifts, (2) provisions related to how to determine the recipient of the prize, and (3) provisions related to prizes in TPF savings. The prizes given in the savings plan with prizes are in the form of a portion of the pilgrimage, so the rules regarding Pilgrimage are contained in fatwa Number: 29/DSN-MUI/VI/2002 concerning financing the management of Pilgrimage for Islamic financial institutions.

The phenomenon described above gave birth to a problem formulation that must be answered in order to avoid doubts and answer the permissibility or halalness of an Islamic financial institution in the practice of giving gifts in the form of a portion of the pilgrimage.

Method

The type of research used in this research is qualitative research. Qualitative research can be interpreted as research that examines a particular activity or situation which will produce an overall detailed description of everything that happens (Suharsaputra, 2012). This type of qualitative research was chosen because the research carried out is in the

form of a narrative that will produce descriptive data, not something that is numerical in nature. So that the resulting data cannot be quantified.

The research approach used in this research is a case study approach. A case study is an in-depth and contextual analysis of a situation in an organization, where the nature and problems that occur are similar to the problems that are currently being experienced (Noor, 2011). The case study approach was chosen because the researcher can make a complete and integrated understanding of the interrelation of various facts and dimensions of the case under study.

The data collection technique used in this study is observation (Ghony & Almanshur, 2012), interviews where this technique is carried out by holding direct question and answer with informants who are considered to know the issues to be discussed, namely bank employees including managers, marketing departments, and legal departments. Documentation was carried out by researchers by obtaining information from various kinds of written data or documents from the informant or the place where the informant carried out his activities, namely the place where this research was conducted (Agustinova, 2015).

Table 1. List of Research Informants

No.	Position	Data
1.	manager	Operational Mechanism of the Pilgrimage Portion Prize Savings Plan
2.	Marketing Section	Operational Mechanism of the Pilgrimage Portion Prize Savings Plan
3.	Law part	Implementation of the Pilgrimage Portion Reward Plan Savings Agreement

Meanwhile, the data analysis technique developed by Miles and Huberman (2014) that this qualitative research data analysis technique is carried out through several stages, namely: Data Collection, Data Reduction, Data Presentation, Conclusion/Verification.

Results and Discussion

DSN-MUI Fatwa Perspective No. 29/DSN-MUI/VI/2002 Regarding Funding for Pilgrimage Arrangements for Islamic Financial Institutions

DSN-MUI stipulates Fatwa No. 29/DSN-MUI/VI/2002 concerning Financing of Pilgrimage Management for Islamic Financial Institutions. This fatwa is a response to a demand from the financial industry that wants to improve service quality by increasing the variety of financing methods for the public (Mubarok & Hasanudin, 2013).

The increasing number of types of financing products issued by Islamic financial institutions, the DSN-MUI has issued several fatwas relating to contracts in products at Islamic financial institutions with the aim that these products comply with sharia principles. One of the financing products available at Islamic financial institutions is Pilgrimage financing. Seeing the long waiting time for Pilgrimage departure, Islamic financial institutions are interested in issuing this financing product, with the aim of helping to relieve prospective pilgrims who want to go on pilgrimage by helping to register these prospective pilgrims.

If prospective pilgrims use Pilgrimage financing products, then prospective pilgrims are required to repay or pay funds that have been issued by Islamic financial institutions to manage Pilgrimage registration. The National Sharia Council of the Indonesian Ulema Council in 2002 issued Fatwa Number 29/DSN-MUI/VI/2002 concerning Funding for Pilgrimage Arrangements for Islamic Financial Institutions. With this fatwa, it is hoped that

in the future an institution that has Pilgrimage financing products or just Pilgrimage management will run according to sharia principles (Lathifa, et., al, 2021).

In the DSN-MUI fatwa Number 29/DSN-MUI/VI/2002 there are several provisions, including; *First*, that in managing Pilgrimage for customers, LKS can obtain service fees (*ujrah*) by using the *al-Ijarah principle* according to DSN-MUI Fatwa number 9/DSN-MUI/IV/2002. The DSN-MUI fatwa number 9/DSN-MUI/IV/2002 concerning Ijarah Financing explains that ijarah is the transfer of usufructuary rights over an item or service for a certain time through payment of rent or wages, without being followed by a transfer of ownership of the item itself. From this understanding it can be understood that, ijarah is a lease of a particular item or service with the requirement that the lessee pay a certain amount of wages within a certain time to the lessor and the ownership of the leased item remains with the lessee, not transferred to the lessee. (Lathifa, et., al, 2021).

The Ijarah contract in pilgrimage financing is used as a system lease guideline for customer registration as a prospective pilgrim and the customer will pay a *ujroh* fee (service fee) for the system lease. In implementing an ijarah contract, the bank acts as a provider of financing to the customer with an agreement that the customer will return the amount of financing provided. In implementing the ijarah contract, the bank will receive an *ujroh* fee or what is known as a service fee. The *ujroh* fee is charged for the rent provided by the bank to the customer (Susana & Kartika, 2013).

When viewed from the perspective of the DSN-MUI fatwa No. 29/DSN-MUI/IV/2002 regarding the financing of Pilgrimage arrangements for Islamic financial institutions in fatwa No. 29 concerning Pilgrimage Funding for Financial Institutions, the Ijarah contract is only used as a pilgrimage pilgrimage management service facility provided by LKS, not used as a haj financing facility or bailout loan.

Sharia Banks in the awarding of the Pilgrimage portion of gifts claim that they do not use any contract in awarding the portion of the Pilgrimage. This is because the portion of the pilgrimage given is a gift. From this explanation it can be understood that for the savings plan with prizes the portion of the Pilgrimage does not use any contract.

Second, that if necessary, LKS can help bail out customer BPIH payments using the *al-Qardh* principle in accordance with DSN-MUI Fatwa Number 19/DSN-MUI/IV/2001. *Al-Qardh* is a loan given to customers who need it and are required to return the principal amount received at the agreed time. In repaying the loan, the customer can provide additional voluntarily to the LKS as long as it is not agreed upon in the contract. If in repaying the loan it turns out that the customer cannot return part or all of his obligations and the LKS has confirmed that the customer is truly unable to return the funds, then the LKS can extend the repayment period or remove some or all of the loan obligations that should be returned by the customer.

The *al-Qardh* contract in Pilgrimage financing is used as a guideline for Pilgrimage financing loans given to customers. The *Qardh* contract is used as an agreement contract between the customer and the bank which states that the amount of Pilgrimage financing provided to the customer will be returned to the bank in accordance with the amount provided by the bank without any additions (Susana & Kartika, 2013). The implementation of *al-Qardh* financing in Islamic banks is indeed not used for Pilgrimage financing. This is based on the results of the researcher's interview with the Bank's Legal Department (Interview, 21/03/2022).

The implementation of the *Qardh* contract at an Islamic Bank only provides a period of 3 days for a refund. Meanwhile, with such a short period of time, the possibility is very small for customers to be able to return the funds that have been borrowed, especially in Pilgrimage financing. So that in practice, Islamic Banks do not use the *Qardh* contract as a Pilgrimage financing contract.

Third, that pilgrimage management services performed by LKS may not be required to grant haj bailouts. The implementation of Pilgrimage management services carried out by LKS is in accordance with the first provision, LKS can use the Ijarah contract to obtain compensation for services (ujrah). So that it can be understood that in the third provision, the management of pilgrimage carried out by LKS may not be carried out simultaneously with the provision of haj bailouts. Between the management of the pilgrimage and the provision of bailouts for the pilgrimage, the contract must be separated. Where in the management of Pilgrimage use the Ijarah contract, while for the provision of bailouts for Pilgrimage use the al-Qardh contract.

Based on the results of interviews with the legal department, the bank claimed that in the implementation of the pilgrimage portion of the prize savings plan, no contract was used. However, in the mechanism for disbursing the haj portion of prize funds, the bank provides pilgrimage management services from the initial opening of the prize savings plan to the disbursement of the haj portion of prize funds. The bank also assists customers in registering the portion of the pilgrimage at the Ministry of Religion (Observation, 17/04/2022). As for the provision of Pilgrimage financing, according to the explanation in the first provision, the contract used in managing Pilgrimage at a bank is a multiservice ijarah contract. The bank, in this case, provides Pilgrimage management services using an ijarah contract, which the bank should receive in exchange for services (ujrah). Whereas in the savings plan with prizes, Islamic banks obtain a ratio from the mudharabah contract in the form of a planning fee that is deposited every month by the customer.

Fourth, that the amount of *al-Ijarah* service fees may not be based on the amount of *al-Qardh* bailouts provided by LKS to customers. The implementation of a savings plan with prizes at Islamic Banks, in determining the amount of ujarah or fees is obtained from calculating the amount of routine deposits and the length of time for routine deposits which are made every month. Not obtained from haj management service facilities.

The time period for routine savings plan deposits is predetermined, namely 10 years. With this time period, if the customer can complete the participation in the prize savings plan until the end, the portion of the Pilgrimage prize will fully belong to the customer. Where the prize portion given is Rp. 25,000,000. So that the amount of the ratio in the savings plan with prizes is based on the length of the time period. If the saving customer can complete the participation in the prize savings plan to completion, the customer will get the full portion of the Pilgrimage prize. It 's another case if the customer suddenly stops or cancels participation in a savings plan with prizes, the ratio that the bank gets will only be until the customer's participation ends (Interview 14/03/2022).

Analysis of the Appropriateness of the Implementation of the Pilgrimage Portion Rewarded Savings Plan from the DSN-MUI Fatwa Perspective

Based on the implementation of the prize savings plan described above, the conformity of the implementation of the prize savings plan with the provisions of the DSN-MUI fatwa No. 86/DSN-MUI/XII/2012 can be explained in table 4.3 below;

Table 2. Appropriateness of Implementation of Pilgrimage Portion Prize Savings Plan Perspective DSN-MUI Fatwa No. 86/DSN-MUI/XII/2012

No	Fatwa Provisions	Practice	
		In accordance	It is not in accordance with
a.	Terms Regarding Prizes		
	1. Prizes must be in the form of goods/services, not in the form of money	√	
	2. Prizes must be in the form of tangible objects, both in the form of haqiqi/hukmi	√	
	3. Gifts must be in the form of permissible/halal objects	√	
	4. Prizes must belong to the LKS, not to the customer	√	
	5. If using a wadiah contract, the prize must be given by LKS before the contract	√	
	6. The conditions given by the LKS do not lead to the practice of usury	√	
	7. If the customer violates the specified conditions, the customer must return the prize	√	
	8. The gift giving policy must be regulated in the LKS and DPS internal regulations	√	
	9. Prize giving must be supervised by Authorities	√	
b.	Provisions Regarding the Method of Determining Prize Recipients		
	1. Gifts may not provide personal benefits to officials of the fund depository company, may not have the potential to practice risywah/bribery and usury	√	
	2. Giving gifts must be avoided from qimar (maisir), gharar, usury, and akl al-mal bil batil	√	
	3. Prize giving may be in person or through a raffle	√	
c.	Terms of Prizes in TPF Savings		
	1. Gifts cannot be promised according to the fatwa regarding demand deposits and savings		√
	2. Do not lead to the practice of usury	√	
	3. Should not become commonplace (habits/'urf)		√

Based on the provisions of the DSN-MUI fatwa table No. 86/DSN-MUI/XII/2012, can be explained as follows;

a. Terms Regarding Prizes

First, that gifts given by Islamic Financial Institutions (LKS) to customers must be in the form of goods and/or services, not in the form of money. *Second*, that the promotional prizes given by the LKS must be in the form of tangible objects, both tangible *and legal* form. Based on the previous explanation, savings plans with prizes in Islamic banks provide prizes in the form of services and are given directly, namely in the form of a portion of the pilgrimage.

Third, that the promotional gifts given by LKS must be in the form of permissible /halal objects. Prizes given in prize savings plans are gifts that are not in the form of objects but are in the form of services and are permissible/halal gifts that *are* useful and permissible and not prohibited in Islam because they are in the form of a pilgrimage portion. *Fourth*, that the promotional prizes given by the LKS must belong to the LKS concerned, not the customer's. The source of the haj portion of prize funds in the prize savings plan comes from Operational Costs, namely BDD (Prepaid Fees) owned by the bank, so it is not the customer's funds.

Fifth, that if in the case of a wadiah contract, the promotional prize is given by the LKS prior to the wadiah contract. The contract used in the savings plan with a portion of the pilgrimage prize is a savings that uses a mudharabah contract. So that besides customers getting profit sharing ratios every month, customers will also get prizes.

Sixth, that LKS has the right to set conditions for prize recipients as long as these conditions do not lead to usury practices. *Seventh*, that in the event that the recipient of the prize fails to comply with the conditions set by the LKS, the recipient of the prize must return the prize he has received. The bank has set conditions for its customers, in which the customer must deposit Rp. 1.150.000 per month for 10 years. In this case, if the customer does not make regular deposits according to the initial agreement, it means that the customer does not fulfill the terms and conditions set at the outset. So that the bank has the right to take back the prizes that have been given to customers. It can be understood that the implementation is in accordance with what is in the provisions of the fatwa.

Eighth, that the policy of giving promotional gifts and prizes for Third Party Funds by LKS must be regulated in the LKS's internal regulations after taking into account the considerations of the Sharia Supervisory Board. The bank issues regulations related to product policy after which it is coordinated with the DPS. So based on this, the provisions of the fatwa and practice in the field are appropriate.

Ninth, that the Authorities must supervise the policies of Islamic Financial Institutions regarding the provision of promotional gifts and prizes for Third Party Funds to customers. The authority in question is the Financial Services Authority (OJK), so sharia banks besides coordinating with DPS, also coordinate with OJK as a supervisory agency on the external side. On the internal side, Islamic banks are supervised by OJK.

b. Provisions Regarding the Method of Recipient of Prizes

Provisions related to the method of determining the recipient of a gift in this case are that gifts may not be given by LKS in terms of giving personal benefits to officials from companies/institutions that hold funds, gifts may not have the potential to practice *risywah* (bribery), and/or lead to hidden usury, and giving promotional gifts by LKS must avoid *qimar* (*maisir*), *gharar*, *usury*, and *akl al-mal bil batil*.

Promotional prizes by LKS may be made directly or by lottery (*qur'ah*). Planned savings with prizes are savings that provide direct prizes in the form of a portion of the pilgrimage. The implementation of the awarding of prizes is carried out directly and the prizes have also

been determined. So it's not because the customer is making a *request* to the bank to get a prize.

c. Terms of Prizes in TPF Savings

First, that LKS may give gifts/' *athaya* for customer deposits provided that it is not agreed upon as the substance of the DSN-MUI Fatwa Number: 01/DSN-MUI/IV/2000 concerning Current Accounts, and Number: 02/DSN-MUI/IV/2000 concerning Savings. In practice, the awarding of prizes in the savings plan with prizes in the form of a portion of the pilgrimage has indeed been notified and explained from the start before the customer opened an account. In addition, the prize in the form of a portion of the pilgrimage has also been included and notified in the brochure. So that indirectly the prize in the form of a portion of the pilgrimage has been promised from the start and this is contrary to the provisions of the fatwa.

Second, that LKS may provide gifts/' *athaya*' for customer deposits provided that they do not lead to covert usury practices. As previously explained, the conditions set by Islamic banks are appropriate and do not lead to hidden *riba* practices. *Third*, it should not become commonplace (habits or '*urf*'). It should not become commonplace to avoid changing the intention of saving to wanting to get a gift. Meanwhile, when viewed from the customer's goal of saving, apart from saving money, it is also to get prizes. In addition, the implementation of the savings plan with prizes has been carried out since the end of 2018, which means that it has become a habit until now. So that in this case it means that the implementation in the field is contrary to what is in the provisions of the fatwa.

On the other hand, based on the implementation of the prize savings plan described above, the compatibility of the implementation of the prize savings plan with the provisions of the DSN-MUI fatwa No. 29/DSN-MUI/VI/2002 can be explained in the following table 4.3,

Table 3. Appropriateness of Implementation of Pilgrimage Portion Prize Savings Plan Perspective DSN-MUI Fatwa No. 29/DSN-MUI/VI/2002

No.	Fatwa Provisions	Practice	
		In accordance	It is not in accordance with
1.	Whereas in managing Pilgrimage for customers, LKS can obtain service fees (<i>ujrah</i>) by using the <i>al-Ijarah principle</i> according to the DSN-MUI Fatwa number 9/DSN-MUI/IV/2002.		√
2.	Whereas if necessary, LKS can help bail out customer BPIH payments using the <i>al-Qardh principle</i> in accordance with DSN-MUI Fatwa Number 19/DSN-MUI/IV/2001		√
3.	Whereas the Pilgrimage management services performed by LKS may not be required by the provision of haj bailouts.		√
4.	<i>al-Ijarah</i> service fees may not be based on the amount of <i>al-Qardh bailouts</i> provided by LKS to customers		√

Based on the provisions of the DSN-MUI fatwa table No. 29/DSN-MUI/VI/2002, can be explained as follows;

First, that in managing Pilgrimage for customers, LKS can obtain service fees (*ujrah*) by using the *al-Ijarah principle* according to DSN-MUI Fatwa number 9/DSN-

MUI/IV/2002. The bank does not use any contract in giving gifts for the Pilgrimage portion. Meanwhile, the DSN-MUI has issued regulations regarding the management of Pilgrimage, but Islamic banks claim that the awarding of the Pilgrimage portion does not use any contract. So that in this case there is a discrepancy between the implementation in the field and the fatwa issued by the DSN MUI.

Second, that if necessary, LKS can help bail out customer BPIH payments using the al-Qardh principle in accordance with DSN-MUI Fatwa Number 19/DSN-MUI/IV/2001. As for the implementation of the Qardh contract in the management of Pilgrimage at Islamic banks, it is indeed abolished. This is because the provisions of the Qardh contract are only given a period of 3 days for a refund. With this time period, it is very unlikely that the customer will be able to return the borrowed funds. In accordance with the explanation in the first provision, the bank claims that the implementation of the awarding of the Pilgrimage portion does not use any contract. So that in this case, the implementation in the field with the provisions of the fatwa there is a discrepancy.

Third, that pilgrimage management services performed by LKS may not be required to grant haj bailouts. Islamic banks in implementing savings plans in terms of giving gifts, do not use any contracts. However, Islamic banks obtain a ratio from the mudharabah contract in the form of a planning fee that is deposited every month by the customer.

Fourth, that the amount of al-Ijarah service fees may not be based on the amount of al-Qardh bailouts provided by LKS to customers. The amount of the ratio in the savings plan with prizes is based on the length of the time period. If the customer can complete the participation in the savings plan with prizes to completion, in addition to receiving a ratio of 0.05% pa, the customer will also receive the full portion of the pilgrimage prize.

Conclusion

The purpose of this study was to find out the review of the implementation of the pilgrimage savings plan with prizes from the perspective of the DSN-MUI fatwa No. 86/DSN-MUI/XII/2012 and No. 29/DSN-MUI/VI/2002. Based on the discussion, it can be concluded that in practice some of the implementation of the Pilgrimage portion of the savings plan are in accordance with the provisions of the fatwa and some are not in accordance with the provisions of the fatwa. Related to the implementation of the Pilgrimage portion of the prize savings plan from the perspective of fatwa No. 86/DSN-MUI/XII/2012 concerning Prizes in Fundraising, almost all comply with the provisions in the fatwa. However, there are several implementations that are not in accordance with the provisions of the fatwa, namely: First, related to the provision of gifts in demand deposits and savings that cannot be agreed upon. *Second*, giving gifts should not become a norm (custom/'urf) because this is related to the uncertainty of the benefits that the bank will receive .

On the other hand, related to the implementation of the haj portion of the pilgrimage savings plan contract from the perspective of fatwa no. 29/DSN-MUI.VI/2002 concerning Pilgrimage Funding as a whole there is no compatibility between practice and the provisions of the fatwa. This is because the bank claims that in giving the haj portion it does not use any contract. Whereas the DSN-MUI has issued a fatwa regarding the financing of the management of the pilgrimage, which when an LKS issues a product related to the pilgrimage, it should use the fatwa that has been issued as the basis.

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