

# Sharia Compliance Implementation In Saving With Rewards (Study of Customer Perception in X Islamic Bank)

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#### Abstract

The reason for this research is due to the occurrence of a problem that apparently scholars still have various perspectives concerning the prize for savings offered by Islamic financial institutions, and one of them is the tabungan berhadiah at Bank Syariah X. This research was conducted to assess customers' impressions of sharia compliance on tabungan berhadiah product at Bank Syariah X. This research data were gathered from 50 clients of tabungan berhadiah at Bank Syariah at Bank Syariah X. In this research the descriptive quantitative was used as the research method with data analysis techniques that uses descriptive statistical. Meanwhile, the dimensions applied in this research are DSN MUI No.2 of 2000 regarding savings, DSN MUI No.86 of 2012 regarding prize in Islamic financial institutions. The findings of this research state that the sharia compliance of awards in Islamic financial institutions has fulfilled the fatwa of DSN MUI. The dimensions of the fatwa DSN MUI No.2 of 2000 regarding savings, DSN MUI No.86 of 2012 regarding prize in Islamic financial institutions are categorized as excellent standards The effect of conversation of this product is to improve understanding in terms of sharia compliance on products in Islamic financial institutions, notably tabungan berhadiah at X Islamic bank.

Keywords: Islamic Banking saving with rewards, Fatwa DSN MUI.

#### INTRODUCTION

The development of Islamic banks in recent years has grown rapidly, this is indicated by the increasing number of Islamic banks emerging in Indonesia. This development marks the readiness of Islamic banks to compete with conventional banks that have long existed in Indonesia, various products, both fund raising and financing, have emerged and varied from each bank that aims to attract customers to transact in Islamic banking. The development of Islamic bank assets compared to conventional banks as a whole can be seen in the following table:

Tahum	Total Aset	
Tahun	BUS BUK	
2005	20.88 T	1.469 T
2006	26.72 T	1.693 T

#### Tabel 1 Total Aset Bank Syariah di Indonesia tahun 2005-2017

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2007	36.53 T 1.986 T	
2008	49.55 T	2.310 T
2009	66.09 T	2.534 T
2010	97.51 T	3.008 T
2011	145.46 T	3.652 T
2012	195.01 T	4.262 T
2013	242.27 T	4.954 T
2014	272.34 T	5.615 T
2015	296.26 T	6.095 T
2016	356.50 T	6.729 T
2017	401.45 T	7.022 T

(Sumber: Statistik Perbankan OJK diterbitkan oleh Kompasiana)

From the table above, it can be seen even though the total assets of Islamic banks differ greatly from conventional banks, but the development of the number of Islamic bank assets has increased significantly from vulnerable from 2005 to 2016. This shows that the development of Islamic banking in Indonesia is experiencing rapid progress.

In the development of Islamic banking in Indonesia, Bank Muamalat Indonesia is the first Islamic bank in Indonesia that was established and initiated by the Indonesian Ulema Council (MUI), Indonesian Muslim Scholars and Indonesian Muslim entrepreneurs in 1991 (Santoso, 2016). To compete with conventional banks, Islamic banks develop various products to attract customers to transact in Islamic banks such as raising funds or channeling funds (Ahmed, 2014). The purpose of the innovation of various products that exist in this Islamic bank is that Islamic banks can increase the number of assets owned and can compete with conventional banks that have long existed in Indonesia. One product of raising funds or funding in the emerging Islamic bank X is a savings product with prizes, this product aims to enable people to save their funds in the sharia X. These two funding products have a work system such as an investment where customers save their funds in Islamic sharia banks within a period agreed by both parties and as an appreciation for the willingness of customers to save their funds in Islamic banks, Islamic banks X will provide profit sharing for customers according to the amount of funds deposited (Destiani et al., 2021).

But what distinguishes these two products with other investment products lies in giving gifts to customers in the form of goods, if in other products the customer is only given a distribution of profit sharing funds after the funds saved by the customer are managed so as to generate benefits for both parties, in This prize-saving savings product is given to customers no later than two weeks after the contract between the customer and the Islamic bank. In determining the prize items it is not determined by the amount of profit obtained from the management of funds deposited by customers, but the customers themselves who decide to get prizes such as cars, motorcycles, Smartphones, and other



consumptive items, if the desired items are more expensive then the funds deposited must be bigger.

There are two types of products that customers can choose from in savings products with prizes in the Islamic bank. The difference between the two products lies in the system of depositing funds from customers to Islamic banks. In the first product, deposits are made in time such as installments in financing, the value of prizes the customer wants and the length of time to save funds by the customer agreed upon by the customer and Islamic bank, determine the amount of installments that the customer must deposit to the bank sharia every month. In this product to get a prize the customer must pay a down payment or DP in accordance with the price of the desired prize, the amount of the deposit deposited by the customer at the market price of the prize desired by the customer.

While the second product, depositing funds is given at the same time when the contract between the customer and the Islamic bank, in the contract the customer makes a contract about the length of time savings are made. The value of the prize in the second product is determined from the funds deposited by the customer on the Islamic bank, if the customer wants a large prize, the funds deposited must be large and the period is long enough and vice versa.

In managing the funds, these two products use the mudharabah mutlaqah contract, where the customer as the owner of the fund gives full power to the Islamic bank to manage its assets in full. This gives freedom for Islamic banks to manage funds deposited by the customer (Retnowani, 2016). The type of business that can be carried out by the fund manager in managing funds obtained from customers can be through the type of business ventures and does not bother the fund managers and is not prohibited in Islamic law such as trade in illicit goods, pork and others. The legal basis for this Mudharabah contract is found in the Qur'an, including Q.S. An-Nisa Verse 29:

Meaning: "O you who believe, do not eat (use) your neighbor's assets in the wrong way (deceit, gambling and so on), except by the way of commerce which is done likewise like between you, and do not you kill yourself. Indeed, Allah always pitys you".

In Islam a gift can be interpreted as giving from someone to another person without any substitution for the purpose of glorifying. One of the usubub used by Rasul SAW in cultivating mutual gifts was by giving gifts (Jalil & Rahman, 2014). The command will be carried out if accompanied by an explanation of the failure of the command. This can be seen in the following verses of the Qur'an and the Hadith of the Prophet:

Artinya :"Dan berikanlah kepada perempuan-perempuan itu maskawin-maskawin mereka sebagai pemberian Yang wajib. kemudian jika mereka Dengan suka hatinya memberikan kepada kamu sebagian dari maskawinnya maka makanlah (gunakanlah) pemberian (yang halal) itu sebagai nikmat Yang lezat, lagi baik kesudahannya." (Q.S An – Nisa (4) :4).

Artinya :"Wahai orang-orang Yang beriman! bertaqwalah kamu kepada Allah dan tinggalkanlah (jangan menuntut lagi) saki baki riba (yang masih ada pada orang Yang

berhutang) itu, jika benar kamu orang- orang Yang beriman." (Q.S Al-Baqarah (2) : 278) (DSN MUI, 2012).

Hadits Rasulullah SAW:

Artinya: Dari Abu Hurairah Rasulullah bersabda : "saling memberi hadiahlah kamu, karena hadiah itu dapat menghilangkan perasaan tidak enak di hati. Dan janganlah seseorang merasa tidak enak ketika memberi hadiah dengan sesuatu yang tidak berharga". (H.R. Turmuzi) (Mubarok et al., 2013)

From the verses of the Qur'an and the Hadith above, giving each other gifts is allowed and even recommended by the Prophet Muhammad, because in it there is a value of affection between the giver and the recipient of gifts besides giving gifts will eliminate the feeling of mutual unpleasantness in the heart so that it will cause feelings love and intimacy among human beings (Subaily, 2016).

In the practice of Islamic banks, when customers submit their funds to Islamic banks, the bank has the right to use funds obtained from customers without asking for permission, even the customer must not limit the bank's use of funds and if the business is carried out by the bank loss, the customer's funds will not be reduced, so that what is given by the customer is not using the wadiah contract. Funds submitted by the customer to the Islamic bank are guaranteed by the Islamic bank itself, this means that the funds provided are not mudharabah capital because the mudharabah capital should not be guaranteed, so the right contract for saving in the bank is debt. Funds provided by customers are utilized by Islamic banks and banks as fund managers are ready to bear any risks that occur to the funds provided by customers, therefore when customers save at the bank, the customer is essentially giving loans to the bank.

Since savings accounts in Islamic banks are debt, the gift given by Islamic banks is due to debt, and that is included in usury because in Islam we are not permitted to take any benefit from debt. Even though the purpose of giving a prize on a savings product with a sharia bank as a form of gratitude is that the customer wants to place his funds in an Islamic bank but still the prize given by the Islamic bank is a form of usury (Baits, 2018). This is seen in the following Hadith of the Prophet SAW:

Hadits Rasulullah SAW :Meaning: "There should be no profit without bearing the risk of loss." (Narrated by Ahmad 6671).

In another hadith, from A'isya radhiayallahu'anha Rasulullah SAW said: Meaning: "The profit is in exchange for the risk he bears." (Narrated by Ahmad 24224).

Another statement was conveyed by Syaikhul Islam:

Meaning: "The Prophet's prohibition for people who owe money to receive gifts before repayment, because the purpose of giving gifts is so that the repayment period can be postponed, even though he did not require it." (AI-Fatawa AI-Kubro, 6/160).

In accordance with the observations made by the researcher there are several things that must be considered in giving gifts by the Islamic bank as the fund manager to the customer as the owner of the fund, including conformity with the MUI DSN fatwa No.86



of 2012 concerning the prize in raising the verdict of sharia financial institutions number three concerning the provisions related to prize point four which states "Promotional prizes given by LKS must belong to the relevant LKS not to the customer" and at point seven which states "If the recipient of the prize denies the conditions set then the gift recipient must return the prize received" (DSN MUI, 2012).

Facts on the ground about the two savings products with prizes in Islamic banks show an incompatibility with the MUI DSN fatwa No.86 of 2012 concerning gifts in raising funds for sharia financial institutions regarding the delivery of prizes made two weeks after the contract, this will create opportunities for parties Islamic banks commit fraud by using customer money from savings products with prizes to buy gifts that customers want. Another thing that allows fraud is because the prize savings product that uses advances at the beginning of the contract, the amount of advances given by the customer to the Islamic bank is always above the market price of the prize desired by the customer, this allows the bank to do cheating by buying gifts using money from customers.

In managing gifts on damaged contracts, if the customer violates the agreed conditions, the prize is not taken back by the Islamic bank but is replaced by finalty. The finalty amount is determined by the Islamic bank adjusted to the remaining contract that has not been completed and the amount of the prize given to the customer. This is not in accordance with MUI DSN fatwa No.86 of 2012 concerning the prize in raising funds for sharia financial institutions regarding the management of damaged contracts, because in point seven that states "If the recipient of the prize is denied to the conditions set then the gift recipient must return the prize he received "this is clearly contrary to the fatwa of the MUI DSN.

In this prize-saving product, funds given to customers will be managed by Islamic banks using mudharabah mutlaqah contracts where funds will be channeled to various types of financing in Islamic banks X. The thing that becomes gharar is because the Islamic bank has given a prize at the beginning contract to customers, this makes the Islamic bank must ensure that the funds provided by the customer generate profits because the bank has issued funds to buy gifts given to customers. In addition to giving prizes at the beginning of the contract, the customer also receives profit sharing on a monthly basis, this makes the bank must channel funds to sectors that have no risk of traffic jams or losses, because the bank already has the burden of giving prizes to customers and profit sharing Every month.

In addition to knowing the facts about the field of savings products with sharia banks with sharia compliance or sharia compliance, the researchers also conducted perceptual tests on customers who were participants in savings products with prizes at this Islamic bank X. Ben Walgito revealed that perception is a process of receiving stimulus by individuals through sensory devices which results in the power to understand something (Walqito, 1992). So perception is the result of understanding of the senses in humans about an event or perceived object. Perception in the view of Islam is a process experienced by individuals in understanding information both through the five senses, as well as understanding with heart and reason (Najati, 2004). In the Al-quran itself there are several

verses whose meanings are related to the senses of the human being, including Q.S.As-Sajadah verse 9:

Meaning: "Then He perfected and breathed into it His spirit (creation) and He made for you hearing, sight and hearts; (but) you are very little grateful."

Perception is very important to be taken into consideration by customers to transact in Islamic banks, the better customer understanding of products in Islamic banks, the higher the interest of customers to transact in Islamic banks (Martasari & Mardian, 2015). The perceptions that will be examined aim to determine the extent of understanding of customers who participate in savings products with prizes in Islamic bank X regarding the suitability of savings products with sharia principles.

## LITERATURE REVIEW AND HYPOTHESIS DEVELOPMENT

#### Sharia Compliance

Sharia compliace or often referred to as sharia compliance in Islamic banks is the application of Islamic principles, sharia and its traditions in financial and banking transactions and other related businesses (Juliana et al., 2019). Guarantees regarding compliance with sharia (shariah compliance) of all sharia business activities are very important, as well as management of customer funds by Islamic banks in their business activities. In one of the verses of the Koran Allah SWT Berfirman:

Meaning: "And I did not create jinn and men but that they serve Me". (QS Adz-Dzariyat: 56)

Surah Adz-Dzariyat verse 56 implies that all creatures of Allah, including jinn and humans created by Allah, must obey and submit to Allah's commands. Then we must believe in Allah and obey every commandment of Allah in order to get His blessing. This is the same as the implementation of Islamic banking activities that must be in accordance with sharia principles in order to obtain blessings from Allah SWT.

Sharia compliance is part of implementing the function of risk management and realizing a culture of compliance in managing Islamic banking risk and non-bank Islamic financial institutions. International shariah compliance standards are compiled and stipulated by the Islamic Financial Service Board (IFSB) where compliance is a governance called Corporate Governance. In the explanation of IFSB (2009), the implementation of sharia compliance in a bank operational manner should not only be on products, but also on systems, techniques and corporate identity (Ahmed, 2014), (Dwihapsari et al., 2019).

Ansori stated that sharia compliance is one indicator of Islamic disclosure to ensure the compliance of Islamic banks to sharia principles. In sharia compliance provisions that can be used as a measure to assess sharia compliance in Islamic financial institutions, among others, one is a contract or contract used for the collection and distribution of funds in accordance with sharia principles and applicable sharia rules.

Two, zakat funds are calculated and paid for and managed according to sharia rules and principles. Three, all economic transactions and activities are reported fairly in accordance with applicable sharia accounting standards. Four, work environment and corporate culture in accordance with sharia. Five, business ventures financed are not in



conflict with sharia. Six, there is a Sharia Supervisory Board (DPS) as sharia director for the overall operational activities of Islamic banks. Seven, the source of funds comes from legal and lawful sources according to sharia (Wulpiah, 2017). Obedience to sharia is the main factor for customers transacting in Islamic banks, therefore the customer decides to keep sharia banks related to the issue of confidence in the observance of Islamic banks on sharia principles in carrying out their business (Jafari Sadeghi & Biancone, 2017).

Compliance with sharia in Islamic Financial Institutions in real terms is the application of Islamic principles, sharia, and its tradition into financial and banking transactions and other related businesses. Sharia principles are all provisions in carrying out activities that are based on the Koran and Sunna. Maqasid Syariah is the main goal that must be carried out in the Islamic economic system, including in Islamic banks. The application of the Maqasid Sharia aims not only to fulfill the needs of the community, but also to realize growth and justice in the five aspects of sharia objectives, namely religion (In), reason, descent, wealth and honor (Maswadeh, 2014).

## Gift

Gifts or Grants are gifts by a party to another party that is carried out sincerely with the aim of giving an award for something done by the recipient of the prize (Sulaiman, 2007). Grants or prizes are divided into two categories according to the contract of ownership of the prize object. One Grant Muthlaqah, is a grant in which the object of the grant must not be requested again by Wahib as the grantor, in this case the type of gift given is in the form of an immaterial prize where the amount of the prize is not too valuable. Two Grants of Muqayyadah, is a grant where Wahib is permitted to be asked again by Wahib as long as his obligations have not been fulfilled by Mawhûb, in this category prizes given to customers are material gifts (Al-Zuhaili, 2006).

The third is an individual prize, namely a gift promised by a sharia bank only to certain customers or customers who are asked to place their funds in Islamic banks, in general these gifts that are individually patterned are material. Fourth, the prize is given in the form of a bonus, usually giving this type of gift is given to customers who save their funds with a Wadiah contract, the prizes given are usually in the form of immaterial. Fifth, the types of prizes are given in the form of discounts or deductions from payment obligations because customers make repayments before maturity (Rusliani, 2017).

In practice, there are four pillars which must be fulfilled in the case of granting gifts or prizes, namely the first of the Chât (giver), Wâhib is the party that is domiciled as the prize owner in full. Both Mawhûb is (the recipient), Mawhûb is the party who receives a gift or a grant from Wâhib. Third Mawhûb (Object contract), Mawhûb is an object that is used as a gift given. The fourth existence of the contract (ijab and qâbl), this contract applies as an agreement for the transfer of the power of gifts from Wâhib to Mawhûb lah (Al-Zuhaili, 2006).

The legal basis for giving gifts to sharia financial institutions is in the verses of the Qur'an, including:

Q.S. Al-Maidah ayat 1:

Meaning: "O you who believe, fulfill and perfect the agreements."

## Q.S. Al-Isra verse 34:

Meaning: "... and complete the agreement (with Allah and with humans), Verily the agreement will be questioned."

Hadith of Rasulullah SAW:

Meaning: From Abu Hurairah Rasulullah said: "Give gifts to each other, because gifts can get rid of bad feelings in the heart. And let no one feel bad when gifting something worthless." (H.R. Turmuzi).

## Mudharabah Muthlaqah

Mudhârabah according to figh literature is a contract of cooperation between fund owners (shâhib al-mâl) with entrepreneurs (mudhârib) to conduct a joint venture. The profits obtained are divided between the two with the ratio of agreed ratios at the beginning and stated in the contract contract. Mudhârabah characteristics are benefits and losses received and borne together, except if the loss is caused by the manager's negligence. Mudharabah Muthlagah consists of two discussions, namely Mudharabah contract and Muthlagah contract, Mudharabah contract is a contract of cooperation between two parties where one party acts as the owner of the fund and the other as fund manager, and the ratio is divided according to an agreement between two parties (Harja, 2016). In practice, there are several pillars that must be met for the implementation of the Mudharabah agreement, including one contractor, here the perpetrator of the contract for Mudharabah is the provider of funds (Sahibul maal) and fund manager (Mudharib). Two objects of contract are agreed upon to cooperate between two parties, namely the provider of funds (Sahibul maal) and the fund manager (Mudharib). Three gabul between the providers of funds (Sahibul maal) and fund managers (Mudharib) (Dahrani & Mirhanifa, 2014).

The consent statement and qabul must be stated by the parties to show their willingness to enter into a contract (contract), taking into account the following: The offer and acceptance must explicitly indicate the purpose of the contract (contract), acceptance of the offer made at the time of contract, contract in writing, through correspondence, or by using modern communication methods. Capital is the amount of money and / or assets provided by the fund provider to mudarib for business purposes with the following conditions: Capital must be known in the amount and type, Capital can be in the form of money or goods assessed. If capital is given in the form of assets, then the asset must be assessed at the time of contract, capital cannot be in the form of accounts receivable and must be paid to mudharib, whether in stages or not, in accordance with the agreement in the contract (Sapuan, 2016).

For the fulfillment of the Mudharabah agreement, there are several conditions that must be fulfilled by both parties, namely the first capital granted by the fund owner (Sahibul mall) must be in the form of cash or installments in accordance with an agreement agreed by both parties and not a receivable. Both the profits obtained must be intended for both parties and the amount of profit must be known by both parties, if there is a loss, the fund



provider will bear all losses but if the loss is caused by negligence and the manager's mistakes then the loss is borne by the fund manager (Inti Dwi Permata et al., 2014).

## The Ulama's View of Gifts

Some opinions of scholars discuss about gifts or benefits from debtors to lenders. The first opinion, the debtor may give a gift to the lender, but if it is known that the debtor gives liajlil qardh gifts (because of the debt), the main thing is to behave ara by not accepting this is the opinion of the Hanafiyah clerics. Second opinion, the debtor may not give a gift to the lender because he expects the payment due to be postponed. The debtor is prohibited from receiving a gift from him if it is known that the purpose is this. If the prize has been received, it is mandatory to return it. If the prize has been used or has expired, then the obligation to return the one such as its value is the opinion of the Malikiyyah cleric (Wanto, 2014).

The third opinion, the debtor may absolutely give a gift to the lender, without conditions. This is the opinion of the Syafi'iyyah scholars. The fourth opinion, the debtor may not give a gift to the lender before repayment, unless the prize is calculated as an installment or repayment of debt. Or if there has been a habit of giving gifts to each other in the past, then giving gifts when that is the opinion of the Hanabilah scholars (Purnama, 2018). As for some hadith that underlie the opinions of the scholars above, including:

Meaning: "From Abu Burdah, he said: when I came in the city of Medina, and I met Abdullah bin Salam radhiallahu'anhu. Then he said to me, "Surely you in a land that has been riba usury, if someone has a debt to you then he gives a gift to you by bringing produce or wheat or bringing grass to feed animals. Don't take it because it's usury "(Narrated by AI-Bukhari no. 3814).

Meaning: "It is narrated by AI-Athram that a man owes a fish seller a total of twenty dirhams. Then he gave him a prize of thirteen dirhams. Then he asked Ibn Abbas about this, so he answered, 'Give him seven dirhams (the rest)" (quoted from the Hasyiyah Ibnul Qayyim Ala Sunan Abi Dawud, 9/296).

Meaning: "It is narrated from Ibn Sirin that Umar bin Khathab lent Ubay bin Ka'ab money of ten thousand dirhams. Then Ubay bin Ka'ab gave him a gift from his fruit harvest. But Umar refused and did not accept it. Then Ubay went to Umar and said, ungguh Indeed the people of Medina already knew that my fruits were among the best and we had no need for me (to do risywah). Why did you refuse our gift, Umar? 'Then after that Ubay gave Umar and Umar a gift again to receive it' (quoted from the Hasyiyah Ibnul Qayyim Ala Sunan Abi Dawud, 9/296).

Selain pendapat para ulama diatas, beberapa ulama ontemporary also gives his views on giving this gift, among them there are some scholars who forbid the giving of prizes, namely Shaykh Dr. Abdullah al-Jibrin and Shaykh Dr. Salih al-Fauzan forbids giving gifts that aim to attract as many consumers as possible after consumers make transactions that are required by gift givers, because the gifts given are part of the items purchased and not purely gifts. And this includes gharar buying and selling because the prizes (goods purchased) are not clear (Tarmizi, 2015). The hadith that underlies this opinion are: "It is not permissible to carry out actions that make harm to others either the beginning or the reply." (Ibn Majah)



In addition to the opinion of the cleric who forbade giving gifts because on the basis of something, some also allow the giving of this gift. Ulama who allow this gift to be given, namely Ash-Shaykh Muhammad al-Uthaymein, allow the gift to be given by having to transact first in accordance with what the gift giver requires. This opinion is based on the law of mu'amalat that in principle it is lawful, unless there are things that are prohibited. In gift giving this method is not prohibited because the prizes given are pure prizes and why there is no gharar in the gift contract (Tarmizi, 2015).

**DSN MUI fatwas** 

DSN MUI Fatwa No. 86 of 2012 concerning gifts in raising funds for Islamic financial institutions, stipulates that:

1. Prizes given by LKS must be in the form of goods or services and may not be in the form of money.

2. Promotional gifts from LKS must be in the form of tangible objects, either in the form of haqiqi or in the form of law.

3. The promotional gifts given must be mubah/halal items.

4. The promotional gifts that LKS give must belong to the LKS concerned, not the customer.

5. In a Wadiah contract, promotional prizes are given by LKS prior to the contract.

6. LKS has the right to set conditions for prize recipients as long as these conditions do not lead to usury.

7. If the prize recipient fails to comply with the conditions set by the LKS, the prize recipient must return the prize received.

8. The gift giving policy must be stipulated in the internal regulations of the LKS by taking into account the provisions of the Sharia Supervisory Board.

DSN MUI Fatwa No. 2 of 2000 concerning savings, stipulates that:

1. In the Mudaarabah contract for savings products, the customer acts as the owner of the funds or shahibul maal and the bank acts as the fund manager or Mudharib.

2. Within its capacity to run a business, banks can carry out various types of business that do not conflict with sharia principles and develop them including Mudharabah cooperation with other parties.

3. The amount of capital must be stated, in cash, not accounts receivable.

4. Profit sharing must be in the form of a ratio, and stated in the account opening contract.

5. The Bank as Mudharib, covers the operational costs of savings by using the profit ratio that is rightfully theirs

6. Banks are not allowed to reduce customer ratios without the approval of the concerned (DSN, 2000).

## Perception

Perception is one's view of events, objects and humans. While Kotler explained that perception is the process of how someone to select, organize, and interpret input information input to create a meaningful overall picture (Martasari & Mardian, 2015).

Perception in the view of Islam is a process experienced by individuals in understanding information both through the five senses, as well as understanding with heart and reason (Najati, 2004). In the Al-quran itself there are several verses whose meanings are related to the senses of the human being, including Q.S.As-Sajadah verse 9 and Q.S.An-Nahl verse 78:

Meaning: "Then He perfected and breathed into His spirit (creation) and He made for you hearing, sight and heart; (but) you are very little grateful (As-Sajadah: 9):

Meaning: "Don't they pay attention to the birds that are facilitated to fly freely in the air.

There is nothing to hold it apart from God. Verily in that there are truly signs (the greatness of God) for those who believe (An-Nahl: 79)

Perception of Islamic bank products is the level of knowledge and understanding of the community about products issued in Islamic banking, both the product of raising funds and financing products (Marlina, 2016). As stated by Muslim economic experts, that one of the obstacles that hinders the development of Islamic banks to develop is one of which is the low public understanding of Islamic banks (Rahmawaty, 2014).

Firdaus explained that in Islamic banks the behavior of customers in transactions can be grouped into two parts, namely the first group of emotional customers, namely customers who conduct transactions in Islamic banks based on religion and ideology adopted by Islam, second is rational customers, this customer group is a group of customers who transact in Islamic banks rationally, namely with the aim of taking higher profits (Juliana, 2013).

#### **RESEARCH METHODS**

The research method used in this research is quantitative descriptive method. This study will describe and test the implementation of a prize-saving sharia compliance product at Islamic bank X with the aim of whether it is in accordance with the MUI DSN fatwa.

The data used in this study are primary data, namely customers of Islamic banking X who participate in prize savings products while non-probability sampling techniques with data analysis techniques use descriptive statistics.

Data collection techniques used in this study were questionnaire and interview techniques. The questionnaire consisted of 20 questions that were used in this study to collect customer perception data submitted previously. The software used to support this research is SPSS version 22 and Microsoft Excel 2010.

#### **RESULT AND DISCUSSION**

Description of Research Results on the implementation of sharia compliance savings products with prizes in Islamic banks X according to customer perceptions.

Data was collected by distributing questionnaires to 50 respondents. Respondents were customers of Islamic bank X. The collected data was clarified and analyzed with descriptive analysis techniques. The following are the results of each indicator:



No. Item	rata- rata	rata-rata Indikator	Dimensi
1	0.90		
2	0.86		
3	0.82		Fatwa
4	0.86		DSN
5	0.86	0.88	MUI No. 86
6	0.86		Tahun
7	0.94		2012
8	0.90		
9	0.94		
Jumlah	0.9	Sanga	t Baik

 Tabel 2 Hasil Penelitian Dimensi Fatwa DSN MUI No.86 tahun 2012

The table above illustrates the results of the recapitulation of respondents' answers regarding the dimensions of the application of MUI DSN Fatwa No. 86 of 2012 concerning prizes in raising funds for sharia financial institutions. The results of recapitulation of respondents' answers illustrate this dimension included in the category of interpretation that is very good, because the average respondent's answer is 0.9 or 90%. It can be concluded that the dimensions regarding the application of the MUI DSN Fatwa No. 86 of 2012 on prized savings products in Islamic banking X according to customers are in accordance with the MUI DSN Fatwa No.86 of 2012 concerning the prize in raising funds for sharia financial institutions, and getting very good customer.

But there are still answers from respondents who say it is not in accordance with its application with the MUI DSN Fatwa No.86 of 2012 regarding the prize in raising funds for sharia financial institutions, which is 12%. This can be due to the understanding of some customers about products that are not too deep, as well as the delivery of information about products that are poorly understood by customers.

No. Item	rata- rata	rata-rata Indikator	Dimensi
10	0.92		Fatwa DSN MUI
11	0.90	0.88	No. 2 Tahun 2000
12	0.86		
13	0.84		
14	0.94		
15	0.88		

Table 4 Research Results of DSN MUI Fatwa Dimensions No. 2 of 2000

Indonesian Journal of Islamic Business and Economics Volume 05, No. 01, 2023 <u>http://jos.unsoed.ac.id/index.php/ijime</u>

16	0.90		
17	0.88		
18	0.84		
19	0.84		
20	0.84		
Total	0.9	Very Good	

The table above illustrates the results of the recapitulation of respondents' answers regarding the dimensions of the application of MUI DSN No.2 Year 2000 fatwa concerning savings. The results of recapitulation of respondents' answers illustrate this dimension included in the category of interpretation that is very good, because the average respondent's answer is 0.9 or 90%. It can be concluded that the dimensions regarding the application of MUI DSN No.2 Year 2000 on prizes for savings products in Islamic banking X according to customers are in accordance with the MUI DSN No.2 Year 2000 fatwa concerning savings, and get very good interpretation from customers.

However, there are still answers from respondents who say that it is not in accordance with its application with the MUI No.2 Year 2000 Fatwa DSN on savings, which is 12%. This can be due to the understanding of some customers about products that are not too deep, as well as the delivery of information about products that are poorly understood by customers.

## Discussion

Research on the implementation of this prize-saving savings product is carried out in Islamic bank X, this Islamic bank is one of the largest Islamic banks in Indonesia. This prize-saving product is intended for people who have excess funds and want to invest and as an effort from Islamic banks to increase the number of assets they have in order to compete with conventional banks. This study used a sample of 50 customers who participated in this prize-saving product, from the results of the research and if the data carried out there were several results obtained, namely:

- 1. Male customers are the most dominant ones taking 30 customer prizes, because men tend to make quick decisions in making investment decisions.
- 2. The age most dominantly participating in this prize savings account is at the age of 30-40 years as many as 24 customers, this is because at that age it is the most productive age to work and have income to participate in this prize-saving product.
- 3. In terms of education, the customer with the last high school / equivalent education is the customer who mostly follows 27 customer prizes, this is because most high school / equivalent graduates become entrepreneurs.
- 4. From the monthly income category, customers earning more than 5 million become the customers who mostly participate in 18 customer prizes, this is because with income above 5 million, customers can save their funds in savings products with prizes.
- 5. In the category of length of time being a customer, customers who have for 1-2 years transacted in Islamic bank X are the customers who mostly follow 19 customer



prizes, due to customers who have been transacting in Islamic banks for 1-2 years. has confidence in the Islamic bank X to participate in a savings product with prizes.

- 6. In the old category following this prize-saving product, a period of more than 5 years is the most time period chosen by the customer as many as 21 customers, this is because by choosing a period of more than 5 years, the customer can choose a bigger prize with funds less when compared to the same prize but the time period is different.
- 7. In the type of customer job category, customers with jobs as entrepreneurs are the customers who attend the lottery prizes with as many as 16 customers, this is because customers who become entrepreneurs have more income than other jobs.

In implementing sharia compliance in the field regarding this prize-saving product, there are some things that are not in accordance with the MUI DSN fatwa. One thing that is not suitable is one, in the awarding of prizes to customers who participate in prize-saving products, in the MUI DSN fatwa No.86 of 2012 concerning gifts in raising funds for sharia financial institutions stated that promotional gifts that LKS provided must belong to the relevant LKS owned by the customer. In implementation in the field, there is a possibility that the bank cheats by giving prizes between two weeks to one month after the contract, with a long enough period of time making it possible for the bank to buy gifts using money from the customers themselves.

Two, in the management of prizes in the damaged contract for prize-saving products, in the MUI DSN fatwa No. 86/2012 regarding prizes in raising funds for sharia financial institutions states that if the recipient of the prize breaks the conditions determined by the LKS, the gift recipient must return the prize received, while in practice in the field it shows that when the contract is damaged, the prize is not taken back by the Islamic bank but is replaced by a final in the form of deducting the amount determined by the Islamic bank itself. Not taken back the prize by the Islamic bank when the contract is broken according to the Islamic bank X itself because the customer is reluctant to return the gift that has been received but the bank itself will experience a loss if it takes back the gift that has been given and resells it.

From the results of observations in the field and the suitability of the theory of prizes based on the Qur'an, hadith, views of the scholars and the MUI DSN fatwa No.86 of 2012 concerning the prize in raising funds for sharia financial institutions, the researchers argue that gifts to sharia financial institutions X which aims to attract customers to save funds in Islamic banks X is allowed. However, there are several provisions that must be clarified so that the contract is carried out in accordance with its legal basis, including one, the gift item must be fully owned by the Islamic bank X. Two, the prizes given must be purchased using money from the Islamic bank X and not using the customer's money. Three, if the contract is damaged, the prize must be returned to the Islamic bank X (DSN MUI, 2012).

The results of this study are in accordance with previous studies regarding prizes in sharia financial institutions conducted by (Mubarok et al., 2013). In a study entitled fatwa on prizes in sharia financial institutions, it was concluded that the prizes offered as marketing efforts for sharia financial institution fund products are only relevant to fund collection products that use the mu'âwadhat contract, namely mudhârabah demand deposits,

mudhârabah savings, and mudhârabah deposits. Secondly, the party entitled to receive a gift is the depositary as well as the owner of the funds deposited in the form of savings / current account / deposit mudhârabah.

For its compliance sharia level, the results of this study are consistent with previous research conducted by (Fatimah, 2018) regarding user perceptions of sharia compliance in the Paytren application in Yogyakarta, concluding that respondents strongly agree that the PayTren application has implemented a shariah compliance system well, with a percentage amounting to 95.65%. So the user's perception of sharia compliance in the PayTren application is strongly agreed that PayTren has implemented a sharia compliance system in the performance of its company. In other words, the implementation of sharia compliance is almost close to the full compliance with the MUI DSN fatwa, but for some things there have not been applied to the implementation in the field.

The results of this study are also in accordance with previous research conducted by (Wanto, 2014) entitled The Implementation of a plan for savings plan products at PT. Bank syariah mega Indonesia gallery Cianjur. The results of the study indicate that the legal basis in the plan savings product (mudharabah) at PT. Bank Syariah Mega Indonesia gallery Cianjur is the DSN Fatwa No. 02 / DSN-MUI / IV / 2000 about savings. In implementing the contract used in the planned savings product (mudaraba) it is in accordance with the DSN Fatwa No. 02 / DSN-MUI / IV / 2000 concerning savings and the absence of violations regarding fiqh muamalah.

Besides being in line with the previous three studies, the results of this study are also in line with the research conducted by (Martasari & Mardian, 2015) entitled community perceptions of the application of sharia compliance in Islamic banks in Barabai subdistrict. The results of this study indicate that the public perception of the implementation of sharia compliance in Islamic banks in Barabai sub-district is appropriate. This happens because the background views and demographics of respondents are different from the aspects of age, status, employment and education of the last respondent, but have perceptions that are equally strong so that the test results are in the appropriate position

The results of the study on the implementation of sharia compliance on this prize-saving product were in accordance with previous research conducted by (Ahmed, 2014) entitled Islamic banking and shari'ah compliance: a product development perspective. In this study shows that products are arranged using legal contracts to produce products with transactions that are not prohibited by Islamic law. Products must also comply with the laws and regulations of the countries in which they operate. The sharia department plays an important role in ensuring the 'Islamic' nature of Islamic banks by fulfilling sharia requirements in each product. In particular, sharia departments have direct responsibility to ensure that products comply with Sharia principles and objectives before being launched on the market.

The results of this study are also in accordance with previous research conducted by (Maswadeh, 2014) entitled A Compliance of Islamic Banks with the Principles of Islamic Finance (Shariah): an empirical survey of the Jordanian business firms. In this study, it



was shown that in Jordanian Islamic banks, financing any economic activity or business was only to finance a healthy business and avoid speculative business types. Islamic banks also only finance investments in productive and real things. Jordanian Islamic banks finance activities and industries that are not prohibited by Islam, and the Islamic financial system is a system that emphasizes justice and avoids injustice to avoid usury. The last point discussed in this study is that Jordanian Islamic banks must emphasize their attention to the determination of the exact mechanism by which profit and loss must be determined according to Islamic law.

## CONCLUSION

Research on sharia compliance with prize products in Islamic banking X according to customer perceptions, carried out with a method of distributing questionnaires to 50 respondents with savings prizes in Islamic banks X. Based on data obtained from research, it can be concluded that the savings product with prizes is one product of fund collection owned by Islamic bank X. This product is one of the products that aims to increase public interest in saving funds in Islamic banks. In accordance with the results of the research that has been carried out, the system of this product is like an investment product in general, where the customer saves funds in an Islamic bank X then as a form of appreciation the bank presents according to the customer's wishes, when the contract is completed, the deposited funds will be returned coupled with profit sharing. The results of the research conducted show that the number of male respondents is greater than women. However, from the average questionnaire answer score, the perceptions of female respondents regarding sharia compliance with savings products in sharia X banks are more in line with Islamic law than those of male respondents. The assessment of sharia compliance of savings products with prizes in Islamic banks X according to customer perceptions as a whole has been very good. Compliance with sharia savings products with prizes in Islamic banking X according to customer perceptions is in accordance with MUI DSN Fatwa No. 86 of 2012 concerning prizes in raising funds for Islamic financial institutions and MUI DSN No.2 Year 2000 Fatwa concerning savings.

The implications of this research are expected to be able to provide knowledge for customers who take part in a savings product with prizes at Islamic banking X so that customers can find out how sharia compliance or sharia compliance of the savings product is in accordance with its legal basis. Apart from that, this research is expected to be an input and study for Syriah X banks in order to improve their quality in terms of the suitability of this prize-saving product with its legal foundation namely alquran, hadith, views of the scholars and MUI DSN fatwa.

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