



Implementation of Bailouts on Umrah Financing Products at FIFGROUP Amitra Syariah in the Perspective of Positive Law and Islamic Law

Agus Wahyudi¹, Ansari², M. Mutamakin³

^{1,2,3} Institute Agama Islamic Ibrahimy Genteng Banyuwangi, Indonesia

ABSTRACT: The implementation of Umrah financing through bailouts is a product issued by PT. FIFGROUP (AMITRA) for Umrah financing through Umrah bailout funds using ijarah contracts, referring to Fatwa DSN MUI No. 09/DSN-MUI/VI/2000 concerning Ijarah Financing and Fatwa DSN MUI No. 44/DSN-MUI/VIII/2004 related to multiservice financing. Implementation of Umrah bailout funding at PT. FIFGROUP (AMITRA) benefits Ujrah by considering the customer's repayment time rather than taking advantage of salaries and administrative services provided by PT. FIFGROUP (AMITRA) to customers. The view of Islamic law and positive law regarding the financial arrangement of Umrah through PT FIFGROUP (AMITRA) Genteng uses the Qardh Wal Ijarah contract because the implementation of the contract is not in accordance with what is regulated in fatwa DSN No. 29/DSN-MUI/VI/2002, where the amount of all-ijārah service compensation cannot be borne based on bailouts. Al-Qardh, or the provisions of Islamic law, tend to contain elements of usury.

KEYWORDS: Bailout, Islamic Law, Positive Law, Umrah.

INTRODUCTION

In conditions of scarce resources, people always find ways to depend on each other in social life to meet their basic needs (Marius, 2016: 17). Of course, if society relies only on itself, the fulfillment of needs will never happen. Therefore, people need to cooperate or help each other in meeting their needs. The second verse of Surah Al-Maidah in the Qur'an which contains the word of Allah Almighty, namely:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَجْلُوا شَعَابِرَ اللَّهِ وَلَا الشَّهْرَ الْحَرَامَ وَلَا الْهَدْيَ وَلَا الْقَلَائِدَ وَلَا أُمِينَ النَّبِيِّاتِ الْحَرَامِ يَبْتَغُونَ فَضْلًا مِّن رَّبِّهِمْ وَرِضْوَانًا وَإِذَا حَلَلْتُمْ فَاصْطَادُوا وَلَا يَجْرِمَنَّكُمْ شَنَا نُ قَوْمٍ أَن صَدَّقْتُم مِّنَ الْمَسْجِدِ الْحَرَامِ أَلَّا تَعْتَدُوا وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْغَدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ ٢

It means: "O believers, do not violate the shiars (holiness) of Allah,) do not (violate the honor) of the haram months,194) do not (disturb) the hadyu (sacrificial animals) and qalā'id (marked sacrificial animals), and do not (nor disturb) the visitors of Baitulharam while they seek the grace and pleasure of their Lord! When you have tahalul (completed ihram), hunt (if you want). Never hate a people, for they hinder you from the Grand Mosque, compelling you to go beyond their limits. Help you in virtue and piety, and do not help in sinning and enmity. Fear Allah, verily Allah is very heavy in His torments" (Kemeterian Agama, 2019: 193).

Many of the forms of cooperation mentioned earlier have to do with preparing for the afterlife through the fear of God, as indicated in the previous paragraph. Umrah financing services are a popular and potentially profitable social initiative. If a Muslim's financial condition prevents them from performing Umrah, they can access financing in 10 installments, known as Umrah Installments. Therefore, Amitra is here to help the community find solutions so that they can pay their Umrah in installments.

In accordance with the DSN-MUI fatwa, FIFGROUP oversees Amitra Syariah, a Sharia platform for Islamic Sharia financing. Amitra provides funds for religious trips including regular Umrah, special Umrah, regular pilgrimage, and Plus Umrah. New and used Honda cars can also be financed through them. Between 26,400,000 and 33,310,000 Rp., Amitra Syariah offers term and special Umrah insurance through Ijarah Multijasa contracts for those who want to finance their Umrah. Various payment plans for Umrah can be modeled over 6, 12, 24, 6, 48, 60, 72, and 84 months. Showing your ID



card and family card is enough for an easy process without the need for a down payment. If employed, payslips are required, and the Amitra team will conduct an interview.

By taking advantage of opportunities and showing the role of the community in developing the Islamic economic system in financial service institutions, economic success aims to achieve national development goals (Salsabil, 2022: 33). In accordance with the Sharia contract approved by the Sharia Supervisory Board, PT. FIFGROUP (AMITRA) as the first Islamic financial company sends hundreds of Umrah pilgrims to the Holy Land for special Umrah and regular Umrah (Setyowati et al., 2023: 104). The Qardh wal Ijarah contract combines Qardh (finance/assistance) with Ijarah (rent) to finance the bailout of Umrah. According to Nasution (2021: 71), the term "Ujrah" (salary) or "rent" is used to describe the type of rent described in the Ijarah contract.

In Islam, the concept of wages is encompassed in the term "ijārah" used in employment agreements. Ijārah can be understood as a form of reward or reward equivalent to salary, for the use of an object or for performing a certain activity. Therefore, customers are required to pay ujrah which is a financial service fee when using the services of PT. FIFGROUP (AMITRA) follows the standard tariff for the entire Umrah registration process, where ujrah serves as a symbol of Ijarah contract. The provision of financing for Umrah bailout products is driven by the increasing demand in the market.

In the process of implementing the purpose of reducing FIFGROUP (AMITRA) umrah fees in Genteng District, it can be seen that the installment payments made by customers to FIF services depend on the amount of security deposit paid to the FIF Finance Department. Specifically, the length of the customer's payment period directly affects the profit (margin) obtained by financial service providers. Consequently, the longer the customer's payment time, the higher the profit obtained, and vice versa, the shorter the payment period, the lower the profit obtained.

METHODS

This study aims to evaluate the impact of law on society and look at practical empirical legal research (Ningrat, 2018: 71). Empirical legal research uses a methodology that combines sociology and law (Arikunto, 2012: 42). Researchers in this empirical study of law use inductive reasoning to draw general conclusions about the law based on specific findings from observation. This study relied on primary data research, which involved face-to-face interviews with PT. FIFGROUP (AMITRA) and community members of Genteng sub-district who have taken advantage of the Umrah fund rescue plan. Secondary data is obtained from legal documents, such as books, documents, and written data relevant to research (Sugiono, 2019: 33).

Research findings from the field and literature are evaluated primarily using descriptive and qualitative methods. This means that data is organized and presented logically and descriptively systematically, then analyzed to help solve problems more effectively (Soekanto, 2013: 10). The discussion is then used to resolve any issues that may arise. Following the pattern of inductive reasoning i.e., building from concrete examples to more abstract ideas the analytical task is supposed to produce verifiable findings on the topics under study.

RESULTS AND DISCUSSION

A. A Glimpse of the History of PT. FIFGROUP

It all started on May 1, 1989, when PT Mitrapusaka Artha Finance was established. From there, FIFGROUP was born. Mitrapusaka Artha Finance changed its name to Federal International Finance in 1991 due to changes in the company's shareholder structure; then became a subsidiary of PT Astra International Tbk (Juliansyah & Rachman, 2022: 112). With the green light from the Financial Services Authority, Federal International Finance engages in a wide range of financing activities, including investment, working capital, multipurpose, operating lease, fee-based, sharia, and other types of financing. Since its establishment in 1996, Federal International Finance has specialized in providing financing for Honda brand motorcycles. In 2013, FIFGROUP underwent a rebranding which marked its transition in the financing industry in Indonesia. At the end of the year, the company offers car financing as well as flexible and multipurpose financing (Mariana & Ramli, 2022: 11).

Under the FIFGROUP brand, the company's business lines are developed along with the business transformation process. Together with FIFASTRA, SPEKTRA, and AMITRA, FIFGROUP introduced DANASTRA in March 2017 as a financing



product specializing in working capital and multipurpose financing. Later that year, the company launched FIFADA as an e-commerce platform to support sales of financing products.

B. Implementation of Umrah Bailout Product Practices PT. FIFGROUP (AMITRA)

According to Mariana and Ramli (2022: 24), the benefits that can be achieved through Umrah financing at PT. FIFGROUP (AMITRA) Genteng District is directly proportional to the amount of Down Payment (DP) and the length of the repayment period (installment period). Therefore, consumers will be responsible for paying installments offered by FIF services if the DP provided to them is small.

1. Filing procedure

- a. Form filling is part of the administration.
- b. Data collection and investigation, which involves reviewing documents provided to see if they are genuine and accurate and whether they meet the requirements for attachment verification.
- c. Examination of the provision of costs for the purpose of (a) the amount required by the proposed financial facility, (b) the proposed use of funding sources, and (c) the duration of the proposed financing mechanism.
- d. Financial issuers need trust so prospective clients must undergo an initial interview.
- e. Persetujuan pinjaman.
- f. Before the funds are disbursed, prospective customers need to sign a contract.
- g. Implementation of financing.
- h. Distribution and withdrawal (Sirait dkk., 2023: 23-27).

3C and 3P analyses, as well as feasibility studies, are some of the criteria often used in the financing process. Here are the requirements for obtaining funds related to 3C analysis:

- 1) Character: Interactions with family and neighbors provide insight into a person's character, including morals and ethics. Usually, asking neighbors or community leaders about potential borrowers is a common practice to better understand a person's character.
- 2) Economic Conditions: The prospective borrower's business must be financially stable, able to repay the loan and still leave enough money to support the borrower's family.
- 3) Managerial Ability: Individuals seeking financing must have good managerial ability to manage monthly expenses for financing installments.

According to Sari and Haddade (2021: 78), the evaluation using 3P credits is as follows:

- 1) Personality: The aspect to consider is the customer's personality, which includes daily behavior, emotions, attitudes, and behaviors in various situations.
- 2) Prospect: Analyze a client's business to project when they will be able to pay off the loan.
- 3) Payment: Track customers' financial resources to pay off loans or installments financed. It's better if customer revenue comes from multiple sources.

Although Islamic financial institutions are required to follow a number of contracts in their daily operations, not all of these contracts are applied (Muflihah, 2020: 33). For example, in FIFGROUP Kecamatan Genteng and its product AMITRA, the operational program only covers the following contracts:

- 1) Murabahah contract: Includes the buyer paying a price higher than the agreed purchase price for a product.
- 2) Ijarah contract: Involves leasing or paying for the right to use a good or service for a certain period of time without actually transferring ownership of the item.
- 3) Qardh contract: A loan agreement in which the consumer agrees to return the loan money to the lender by a specific date. In Genteng District, PT. FIFGROUP (AMITRA) has introduced a new product called Qardh Wal Ijarah contract, designed to finance Umrah.

There are two ways to perform the actual umrah at PT FIFGROUP (AMITRA) Genteng sub-district before the researchers questioned the interviewees: "umrah plus" and the "usual" method. Given that the price difference between Umrah plus and regular Umrah is a major barrier for many prospective pilgrims, this study only focuses on ordinary Umrah.



2. Umrah Bailout Mechanism

Here are the steps taken to implement Ijara financing for the Umrah bailout:

- 1) Before prospective participants can join the implementation of Umrah at PT. FIFGROUP (AMITRA) in Genteng sub-district, the community must collect information about the method of implementing Ijara contracts through surveys in AMITRA.
- 2) Prospective participants are required to attach identity and required documents, including copies of both spouses' ID cards, photos of family cards, bank accounts/electricity bills, and salary slips.
- 3) Payment from participants is very important in Ijara contracts, because PT. FIFGROUP (AMITRA) in Genteng sub-district has allowed them to perform Umrah. In Genteng District, PT. FIFGROUP (AMITRA) and local communities will resolve disputes over Ujrah, or FIFGROUP's compensation. The process can proceed once both parties reach an agreement on the necessary Ujrah.
- 4) The community is required to pay the agreed down payment (DP) after they understand the conditions provided by PT. FIFGROUP (AMITRA) in Genteng District.
- 5) After all the necessary documents are completed, a representative from PT. FIFGROUP (AMITRA) in Genteng sub-district will accompany Umrah participants when visiting the immigration office to obtain passports, as well as undergo health checks and meningitis vaccinations before departure.
- 6) The final payment for Umrah fees is paid to the travel agent at the head office by PT. FIFGROUP (AMITRA) in Genteng sub-district one week after the documents from prospective participants are completed, after all their problems have been resolved.
- 7) PT. FIFGROUP (AMITRA) in Genteng sub-district will provide Umrah participants with all necessary supplies, including ihram clothing, Zamzam water, and bags Those who are interested in participating in Umrah then just wait for departure.

After analyzing the data collected through observation, researchers found several important findings related to the determination of qardh and ujrah (wages) at PT. FIFGROUP (AMITRA) in Genteng District.

a) The first informant, Mr. Hendra, said:

"I want to perform Umrah using ijārah contract at PT. FIFGROUP (AMITRA) Genteng District. After registering by providing the terms and conditions provided by PT. FIFGROUP Genteng District"(Hendra, 25 Oktober 2023).

The down payment of Rp. 5.000.000,- per person has been determined by PT FIFGROUP (AMITRA), and this is provided by Mr. Hendra. Mr. Hendra plans to perform Hajj, and according to PT FIFGROUP (AMITRA), the price per person is Rp. 25,000,000,-.

Here is the mechanism:

Since Mr. Hendra has paid a down payment of Rp. 5,000,000 for Umrah expenses, the remaining amount after deducting this amount is Rp. 20,000,000 per person. Mr. Hendra is required to pay a Qardh fee of Rp. 20,000,000,-. In addition, in the brochure on the implementation of the Ijārah Agreement it is stated that the amount of fees is determined by PT FIFGROUP (AMITRA) based on Ujrah. Lastly, to compensate for the cost of Umrah, both parties decided to donate to the Ujrah program. For the past two years, clients have the option to pay their Umrah fees in installments.

Since two years is equivalent to Rp. 1,119,000 per month, the total cost of Umrah is Rp. 20,000,000,, which is a deficit for 24 months. The total cost of Ujrah for one individual is Rp. 6.856.000,- (1.119.000 x 24 months) minus Rp. 25.000.000,-.

b) The second informant was Mrs. Rahmawati who participated in registering for Umrah at PT. FIFGROUP (AMITRA) Genteng District, he said:

"He wants to perform Umrah using the Ijārah contract at PT. FIFGROUP (AMITRA) Genteng District. After registering by providing the terms and conditions provided by PT. FIFGROUP Genteng District"(Rahmawati, 27 Oktober 2023).



Down payment of Rp. 7,500,000 per individual, stipulated by PT. FIFGROUP (AMITRA), provided by Mrs. Rahmawati. Ibu Rahmawati plans to perform Umrah, which is estimated to cost Rp. 25,000,000 per person, according to PT. FIFGROUP (AMITRA).

Here is the mechanism:

Price per person for Umrah: IDR 25,000,000

Rahmawati has paid a total of IDR 7,500,000

Therefore, each pilgrim needs to bring Rp. 17,500,000 to cover the remaining cost of Umrah, which is Rp. 25,000,000 minus Rp. 7,500,000. There is a Qardh fee of Rp. 17,500,000 to be paid by Mrs. Boti. To implement the Ijārah Agreement, PT. FIFGROUP (AMITRA) has calculated the amount of compensation according to the Ujrah stated in the brochure. Finally, both parties agreed to reimburse the difference in Umrah costs. The customer has agreed to pay the difference in Umrah fees for twelve months.

The lack of funds for Umrah worship amounted to Rp. 17,500,000 divided by 12 months (one year) to Rp. 1,707,000 every month. Thus, the total compensation for one individual is Rp. 2,984,000 (1,707,000 x 12 months + 7,500,000 Rp.), minus Rp. 25,000,000.

Some customers are dissatisfied with the compensation decided without consulting first, but only PT. FIFGROUP (AMITRA) which can take them to the Holy Land to worship without having to pay all the costs upfront. In addition, customers leave positive reviews about how fast and easy PT. FIFGROUP (AMITRA) processes documents such as passports and other necessities. Therefore, the Sharia Supervisory Board has recognized PT. FIFGROUP (AMITRA) as a travel agent that is fast in sending its customers thanks to its Sharia Platform. The next researcher will discuss the procedures carried out by PT. FIFGROUP (AMITRA) in Genteng sub-district to carry out Ijārah financing for the Umrah bailout, including the calculation of compensation (*Ujrah*) given.

Here is how Akad *Ijārah* is executed, based on the researcher's interview:

- a) Before deciding to use Akad *Ijārah* to finance their Umrah, prospective customers are invited to read a brochure detailing the process.
- b) The next step is for prospective customers to visit PT. FIFGROUP (AMITRA) in Genteng sub-district to ask about Umrah financing procedures.
- c) Prospective customers are informed and given an explanation of the terms and conditions by PT. FIFGROUP (AMITRA) in Genteng District.
- d) After all the necessary requirements are met, customers can pay a down payment at the Genteng branch of PT. FIFGROUP (AMITRA). The client pays an initial down payment.
- e) The customer needs to pay the remaining amount during the agreed number of years, PT. FIFGROUP (AMITRA) in Genteng sub-district will determine, calculate, and explain the remaining Umrah costs.
- f) PT. FIFGROUP (AMITRA) will accompany you when you apply for your passport after other customers approve the calculation of the remaining Umrah fees. Customers are responsible for paying for their own passports, as well as any necessary medical examinations and immunisations (including meningitis) prior to their Umrah journey.
- g) Services provided to other customers prior to their departure involve: a guide or tour chief; equipment (luggage, small bag, uniform, ihram/scarf and veil, scarf, shawl, prayer book and guide, identification card/identity card), Umrah visa; round-trip air tickets; air-conditioned buses while in the Holy Land; hotel according to program or package; three meals a day; city tour of Medina, Makkah, and Jeddah; five liters of Zamzam water; and local ticketing and handling.
- h) Furthermore, customers just wait for the scheduled departure of Umrah, customers ensure that all problems are resolved.

C. The practice of Umrah financing bailout through PT. FIFGROUP (AMITRA)

Qardh Wal Ijarah, issued by PT. FIFGROUP (AMITRA) in Genteng sub-district, is a product that can be used to fund Umrah bailouts. In Genteng District, PT. FIFGROUP (AMITRA) sets the rules that prospective members must follow in order to participate in the implementation of the *Qardh Wal Ijarah* agreement (FIFGROUP, 2020). Once members



understand the rules, they can file the necessary documents to participate in the execution of the agreement. After completing the required documents, prospective Umrah members are required to pay a down payment to PT. FIFGROUP (AMITRA). In this case, most customers pay a down payment of Rp. five million per person, and PT. FIFGROUP (AMITRA) determines the amount of money to be charged as *Ujrah*.

After completing the initial down payment, representatives from PT. FIFGROUP (AMITRA) in Genteng sub-district will contact members to discuss details of accrued payments and the desired repayment period for Umrah fees. Customers have the option to arrange their Umrah travel with PT. FIFGROUP (AMITRA) rather than paying Qardh shortfall within a predetermined time. Customers and pilgrims are reminded that they are obliged to repay the loan within the period agreed in the Qardh agreement after they return from Umrah. As a result of its involvement in the Qardh Wal Ijārah agreement, PT. FIFGROUP (AMITRA) in Genteng sub-district is entitled to receive *Ujrah* or payment for services provided in connection with the implementation of Umrah. Based on the facilities provided to members, PT. FIFGROUP (AMITRA) has calculated *Ujrah* in Genteng District (FIFGROUP, 2020).

The procedure for performing Umrah will begin once the member approves the required fees. Umrah members will be brought by PT. FIFGROUP (AMITRA) in Genteng sub-district goes to the immigration office to get a passport, and the cost of making a passport is borne by the Umrah pilgrims themselves. After these problems are resolved, the next step before leaving for Umrah is to carry out a medical examination and inject meningitis vaccine. Because PT. FIFGROUP (AMITRA) in Genteng sub-district explains the services they offer to customers at the beginning of the agreement, the Umrah members are responsible for paying for all services provided by PT. FIFGROUP (AMITRA) except passport making and meningitis vaccination.

From the information provided, it can be concluded that the financial services of PT. FIFGROUP in Genteng sub-district facilitated the use of *Qardh Wal Ijārah* for Umrah bailouts. Umrah bailout financing techniques at PT. FIFGROUP (AMITRA) considers the duration of payment by customers, not fees or services provided by PT. FIFGROUP, to get the benefits of *Ujrah*.

D. Islamic Legal Views on the Umrah Financing Bailout Agreement through PT. FIFGROUP (AMITRA)

At PT. FIFGROUP (AMITRA) in Genteng sub-district, there are two aspects in the object of bailing out Umrah fees that are not in accordance with Islamic law:

There is an element of *riba* in the Qardh Wal Ijārah contract, which involves adding additional funds. Islam forbids *riba* because it involves addition (*Ziyadah*) without remuneration, which occurs as a result of *riba nasi'ah*, a delay in payment previously agreed. A fiduciary benefit is a financial benefit for one party to a contract that has no fixed monetary value for the other party. According to PT. FIFGROUP (AMITRA) in Genteng District (FIFGROUP, 2020), the profit depends on the down payment and the duration of the installment period. Although Umrah pilgrims pay small (affordable) installments, the share of the financing provider's profit can reach 30-40 percent when the duration of the installment period is multiplied. Like conventional financing bailouts in general, the profits from repayment and the amount of *Ujrah* will be used to finance the Umrah costs of new prospective customers.

With regard to the first verse of Surah Al-Maidah, which contains the following words of Allah Almighty:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُنْتَلَىٰ عَلَيْكُمْ غَيْرَ مُجْبَىٰ الصَّيِّدِ وَأَنْتُمْ حُرْمٌ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ ۝١

It means: "O believers, keep the promises! It is lawful for you to livestock, except those that will be mentioned to you (haramnya) by not allowing hunting when you are ihram (Hajj or Umrah). Verily God establishes the law according to what He wills." (Kemeterian Agama, 2019: 1).

All Muslims are commanded by Allah to carry out the covenant made between them in the above verse. In general, this agreement is discussed. It does not indicate a specific agreement. This shows that all contracts are permissible by Allah and every believer is obliged to fulfill them. Any dispute regarding the legality of a contract or the enforceability of a promise affects all these transactions, including sales, leases, marriages, and everything that falls within the scope of the contract (Harahap, 2019: 193). Loan contracts (*kafālah*), rent/wages, purchase and sale, and all other types of contracts are indicated as permissible in the above paragraph due to their universal nature.

Allah Almighty says about *muamalah* in Surah Al-Baqarah verse 275 which reads:



... وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا... ٢٧٥

It means: "Allah has legalized buying and selling and forbade usury" (Kemeterian Agama, 2019: 275).

Based on the information provided, it can be seen that the implementation of the *Qardh Wal Ijārah* contract used by PT FIFGROUP (AMITRA) Genteng District for Umrah financing is not in accordance with the principles outlined in fatwa DSN No. 29/DSN-MUI/VI/2002. According to the fatwa, the amount of remuneration for al-ijārah's services cannot be determined by the size of al-*Qardh's* bailout, because in Islamic law it must not contain elements of usury. In fatwa No. 29/DSN-MUI/VI/2002, the reward for al-*ijārah's* services should not be determined by the amount of al-*Qardh's* bailout or by the provisions of Islamic law which may contain elements of usury.

E. Positive legal view on the Umrah financing bailout agreement through PT. FIFGROUP (AMITRA)

In practice, PT. FIFGROUP (AMITRA) Sharia uses a multi-service *ijarah* contract, following the provisions in the multi-service *ijarah* contract.

1. *Ijarah* or *Kafalah* contracts allow for multimerit financing, which is highly accepted in Islamic law.
2. Islamic Financial Institutions (LKS) must follow all the rules stated in the Fatwa *Ijarah* if it involves an *Ijarah* contract.
3. Full compliance with the requirements of the *Kafalah* Fatwa is required if the LKS uses the *Kafalah* contract.
4. d LKS has the opportunity to obtain rewards (*ujrah*) or fees in both types of multi-service financing.
5. The amount of *ujrah* or fee must be clearly explained and agreed upon from the beginning (FIFGROUP, 2020).

The purpose of financing *Ijarah* Multijasa is to meet the need for benefits for a service. This includes a variety of consumptive goods, including those related to health, education, halal tourism, and so on. Main goods from PT. FIFGROUP (AMITRA) *Sharia*, which covers halal tourism as well as Umrah, is the one using this contract.

In accordance with Fatwa DSN MUI NO. 112/DSN-MUI/IX/2017, PT. FIFGROUP (AMITRA) *Sharia* follows the principles of *Ijarah* contracts, which allow the execution of Multijasa *Ijarah* in part (1) of the *Ijarah* or *Kafalah* contract.

According to Section (4), Islamic Financial Institutions may receive remuneration (*ujrah*) or fees. In the beginning, PT. FIFGROUP (AMITRA) *Syariah* and its clients have agreed on *ujrah* payments in nominal, not percentage. Fatwa DSN MUI NO.44/DSN-MUI/VIII/2004 is consistent with the collection of *ujrah* by PT. FIFGROUP (AMITRA).

The amount of bailout for Umrah and the duration required is directly proportional to the nominal amount of *ujrah* collected by PT. FIFGROUP (AMITRA) in section (5). Customers are required to pay a greater *ujrah* in proportion to the amount of money. Each party has read and agreed to the terms of the payment brochure, including *ujrah* and other payment information.

CONCLUSION

Financial services PT. FIFGROUP (AMITRA) in Genteng sub-district facilitated the use of *Qardh Wal Ijārah* contracts for Umrah bailouts. Taking into account the duration of customer payments, PT. FIFGROUP (AMITRA) in Genteng sub-district benefits from *Ujrah* rather than profiting from fees or administrative services offered to customers. Related to the *Qardh Wal Ijārah* contract used by PT. FIFGROUP (AMITRA) in Genteng sub-district for the financing of Umrah, according to Islamic law and positive law, the execution of the contract contravenes the fatwa of DSN No: 29/DSN-MUI/VI/2002, which states that the amount of al-*Ijārah's* compensation should not depend on the amount of Al-*Qardh's* guarantee to avoid usury. Due to lack of analytical skills in financing and ignorance of administrative costs, PT. FIFGROUP (AMITRA) has not fully complied with the fatwa analysis of the National Sharia Council of the Indonesian Ulema Council regarding Umrah financing. Using the Umrah bailout, PT. FIFGROUP (AMITRA) should be able to raise the bar for their Umrah financing offerings. The National Sharia Council of the Indonesian Ulema Council should make and establish fatwas regarding the maximum amount of *Ujrah* that can be obtained by Islamic financial institutions.

REFERENCES

1. Arikunto, S. (2012). *Prosedur Penelitian Suatu Pendekatan Praktek*, Cet. Ke-12. Jakarta. Rineka Cipta.
2. FIFGROUP, A. (2020). *Dokumen Pendaftaran Umroh di PT. FIFGROUP Amitra Syariah Kecamatan Genteng Kabupaten Banyuwangi*.



3. Harahap, R. S. P. (2019). Hukum multi aqad dalam transaksi syariah. *Jurnal Al-Qasd Islamic Economic Alternative*, 1(1), 40–51.
4. Hendra. (2023, Oktober 25). *Wawancara dengan Pendaftar Umroh di PT. FIFGROUP Amitra Syariah Kecamatan Genteng Kabupaten Banyuwangi* [Komunikasi pribadi].
5. Juliansyah, R. P., & Rachman, R. (2022). Tinjauan Prosedur Pemberian Pinjaman Dana Pada PT. FIF Group Cabang Bogor 3 Kabupaten Bogor. *Jurnal Aplikasi Bisnis Kesatuan*, 2(1), 19–30.
6. Kementerian Agama. (2019). *Al-Qur'an dan Terjemahannya* (Penyempurnaan). Lajnah Pentashihan Mushaf Al-Qur'an, Badan Litbang dan Diklat.
7. Mariana, L., & Ramli, M. (2022). The Effect of Communication and Motivation on Employee Performance at PT. Federal International Finance (FIFGROUP) Hertasing Post. *Economos: Jurnal Ekonomi dan Bisnis*, 5(3), 259–267.
8. Marius, J. A. (2016). Perubahan sosial. *Jurnal Penyuluhan*, 2(2).
<https://journal.ipb.ac.id/index.php/jupe/article/view/2190>
9. Muflihah, B. A. (2020). *Peran strategi pengembangan produk pembiayaan pada KSU BMT Sakinah Mandala Perkasa Praya Lombok Tengah terhadap kegiatan usaha anggota* [PhD Thesis, UIN Mataram].
<http://etheses.uinmataram.ac.id/2399/>
10. Nasution, M. (2021). *Analisis Strategi Pemasaran Produk Dana Talangan Umroh Dalam Meningkatkan Jumlah Nasabah Di PT. Bank Sumut Kantor Cabang Pembantu Syariah Stabat* [PhD Thesis, Universitas Islam Negeri Sumatera Utara]. <http://repository.uinsu.ac.id/13160/>
11. Ningrat, K. (2008). Metode-Metode Penelitian Masyarakat. *Gramedia, Jakarta*.
12. Rahmawati. (2023, Oktober 27). *Wawancara dengan Pendaftar Umroh di PT. FIFGROUP Amitra Syariah Kecamatan Genteng Kabupaten Banyuwangi* [Komunikasi pribadi].
13. Salsabil, K. (2022). *Pelaksanaan Dana Talangan pada Produk Pembiayaan Haji di Amitra Syariah FIF Group dalam Perspektif Hukum Positif dan Hukum Islam* [B.S. thesis, Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta]. <https://repository.uinjkt.ac.id/dspace/handle/123456789/66238>
14. Sari, A. W., & Haddade, A. W. (2021). Tinjauan Hukum Islam Terhadap Sistem Angsuran Umroh oleh Pihak Madena Wisata Tour dan Travel. *Shautuna: Jurnal Ilmiah Mahasiswa Perbandingan Mazhab dan Hukum*.
<https://journal3.uin-alauddin.ac.id/index.php/shautuna/article/view/17031>
15. Setyowati, P. D., Nisa, A. K., & Sujianto, A. E. (2023). Implementasi Akad Tabaru Pada Asuransi Syariah Guna Meningkatkan Perekonomian. *Jurnal Publikasi Ekonomi dan Akuntansi (JUPEA)*, 3(3), 398–409.
16. Sirait, A. E., Asmara, S., & Pohan, S. (2023). Marketing Communication Strategy in Maintaining Positioning Among Consumers By PT. Federal International Finance Group Kapten Muslim Branch, Medan City. *Britain International of Humanities and Social Sciences (BioHS) Journal*, 5(2), 126–138.
17. Soekanto, S. (2003). *Metode Penelitian Hukum*.
18. Sugiono. (2019). *Metode Penelitian Kualitatif, Kuantitatif*. Alfabeta.

Cite this Article: Agus Wahyudi, Ansari, M. Mutamakin (2024). Implementation of Bailouts on Umrah Financing Products at FIFGROUP Amitra Syariah in the Perspective of Positive Law and Islamic Law. *International Journal of Current Science Research and Review*, 7(1), 245-252