

Hifzh Mal: Premium Payment Due at PT Takaful Keluarga RO Al-Jannah Agency Sagulung Batam

Fadhila Sukur Indra¹, Febri Faila², Andi Muhammad Fuad³

A Zamakhsyari Baharuddin⁴

^{1,2} Universitas Darussalam Gontor

³ Institut Agama Islam Negeri Sultan Amai Gorontalo

⁴ Universitas Sakarya Turkey

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Correspondence

Author: Fadhila Sukur Indra || [✉ fadhila@unida.gontor.ac.id](mailto:fadhila@unida.gontor.ac.id)

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Abstract: The term premium in insurance is no longer unfamiliar to the public, including insurance customers. Premiums are paid on a regular basis (monthly, quarterly, semi-annually, or annually). However, many customers face financial or non-financial difficulties that result in late premium payments, as was the case with insurance customers at PT Takaful Keluarga RO Al-Jannah Agency Sagulung Batam. The difficulties experienced also impact individuals and companies, including insurance companies, due to the large number of participants who are late in paying their premiums. This study aims to examine the issue of late premium payments at PT Takaful Keluarga RO Al-Jannah Agency Sagulung, Batam, and how premium payment delays are viewed from the perspective of the *maqasid syariah hifz mal*. This study is a field study using qualitative methods, with data collection techniques through interviews and observations. Analysis was conducted using inductive reasoning. The research findings indicate that, from the perspective of the *maqasid syariah hifz mal*, delays in premium payments by customers do not affect the benefits customers receive from insurance products. However, if customers consistently fail to make premium payments, their insurance policies will automatically become inactive or void, and customers will lose the benefits they receive.

Kata Kunci:

Keterlambatan,
 Pembayaran Premi,
 Asuransi Syariah.

Abstrak: Istilah premi dalam asuransi sudah menjadi hal yang tidak asing lagi bagi masyarakat, termasuk nasabah asuransi. Premi ini dibayarkan setiap jatuh tempo (bulan, triwulan, semesteran, tahunan). Namun, tidak sedikit nasabah yang mengalami kesulitan finansial maupun non finansial yang berakibat pada terlambat membayar premi, seperti yang terjadi pada nasabah asuransi di PT. Takaful Keluarga RO Al-Jannah Agency Sagulung Batam. Kesulitan yang dialami juga berimbas pada individu dan perusahaan termasuk perusahaan asuransi, karena banyaknya peserta yang mengalami keterlambatan membayar premi. Penelitian ini berupaya mengkaji terkait keterlambatan pembayaran premi pada PT. Takaful Keluarga RO Al-Jannah Agency Sagulung, Batam, dan bagaimana keterlambatan pembayaran premi ditinjau dari maqashid syariah hifz mal. Penelitian ini merupakan penelitian lapangan dengan menggunakan metode kualitatif, dengan teknik pengumpulan data melalui wawancara dan observasi. Analisis dilakukan dengan cara berpikir induktif. Temuan penelitian diperoleh bahwa dari maqasid syariah hifz mal menunjukkan keterlambatan pembayaran premi asuransi yang dilakukan oleh nasabah tidak mempengaruhi nasabah dalam memperoleh manfaat yang diambil nasabah dari produk asuransi. Namun, jika secara terus menerus tidak melakukan pembayaran premi asuransi, maka secara otomatis polis asuransi yang dimiliki oleh nasabah akan menjadi tidak aktif atau batal dan nasabah akan kehilangan manfaat yang diperolehnya.

INTRODUCTION

Insurance can be defined as an agreement in which the insurer binds himself to the insured by obtaining a premium to compensate for losses or not obtaining expected profits, which may be experienced due to a certain event. From an economic point of view, insurance is a method of reducing risk by transferring and combining the uncertainty of financial losses.¹ The role of premiums is very influential for insurance companies because with the collection of funds from these premiums with a relatively large amount and in a relatively long period of time, it will produce a significant collection of funds so that the insurance company can make the participant's financial condition return as when the participant has not experienced the risk of loss from unexpected events. The company tries as much as possible so that

¹ Muhammad Ajib, *Asuransi Syariah* (Jakarta: Rumah Fiqh Publishing, 2019).

participants do not experience financial losses due to unexpected risks. The role of premiums for the insurance participants themselves, the cost elements that will affect the participants' expenses and the amount of premium set by the insurance company, will also be a consideration for participants who will protect themselves with or not insurance products.²

The benefit of this insurance premium payment is for insurance participants in general to determine the amount of their savings. The premium paid by the participant is an investment for the participant's family. If the premium paid is small, then the claim that will be received is also small, and vice versa, if the premium paid is large, then the amount of claim that will be received is also large. As for the company, premiums are useful for increasing investment in the business being managed. The premium collected is at least enough to fulfill 3 things including guaranteed risk claims, acquisition costs, and company operational management costs.³

Looking at the pandemic case and social distancing procedures, several factors emerge, one of which is the large number of workers laid off by the company.⁴ Even formal and informal jobs such as teachers, doctors, hospital employees, traders, laborers, farmers, and many more have felt the negative impact of the Covid-19 period so that not a few of them have become unemployed, lack of income, bankrupt, and even closed their companies.⁵

Insurance participants come from various professions ranging from employees, police, government officials, doctors, traders, and others and also feel the negative impact of the Covid-19 pandemic. So that insurance participants experience delays in paying insurance premiums when the agreed policy book payment is due. It could be that the proof of the insurance agreement between the insured party (insurance participant) and the insurer (insurance company) is the existence of a policy because the policy is a letter that is worth money.⁶

This research seeks to examine the *maqasid sharia* theory, which means the purpose of the establishment of law in Islam. The purpose of the establishment of Islamic law in society is to protect human life so that its existence is maintained. The essence of this theory is none other than the purpose of Islamic law is benefit (*maslahah*). There are (five) 5 aspects that must be protected by *shara'*, known as *al-*

² Sri Wahyuni Endang dan Wirman, "Analisis Pembayaran Premi Pada Asuransi Syariah," *Jurnal Akuntansi Dan Keuangan* 6, No. 1 (2022).

³ Andri Soemitra, *Bank dan Lembaga Keuangan Syariah*, 2nd ed. (Jakarta: Prenadamedia Group, 2016).

⁴ Wibowo Hardiwardoyo, "Kerugian Ekonomi Nasional Akibat Pandemi Covid-19," Baskara: Jurnal Bisnis & Kewirausahaan, *Baskara: Jurnal Bisnis & Kewirausahaan* 2, No. 2 (2020): 83-84.

⁵ Muharir Iswari, Lenti, "Pengaruh Covid-19 Terhadap Aktivitas Pertumbuhan Ekonomi Di Indonesia," *JIMESHA: Jurnal Ilmiah Mahasiswa Ekonomi Syariah* 1, no. No. 1 (2021): 14.

⁶ Natasya Aulia Putri, "Akibat Hukum Penunggakan Premi Asuransi Jiwa Ditinjau Menurut Undang-Undang Nomor 40 Tahun 2014 (Studi Kasus Di Pt. Allianz Life Indonesia Cabang Pekanbaru)" (Universitas Islam Riau, 2019).

kuliyah al-khams, which include religion (*din*), soul (*nafs*), intellect (*'aql*), offspring (*nasl*), and property (*maal*).⁷

Based on the explanation above, there is a delay in premium payments in terms of *maqashid sharia hifz mal* with what happened when the Covid-19 outbreak threatened the health and economic sectors. So that it causes people to experience difficulties both in terms of financial and non-financial. The difficulties experienced also have an impact on individuals and companies, including insurance companies, because many participants are in arrears with premium payments. Then in terms of *maqasid sharia hifz mal*, the maintenance of assets saved by insurance participants through premium payments even though participants are late in paying premiums for certain reasons.

RESEARCH METHOD

This research is a type of descriptive qualitative research, researchers try to study the phenomena that occur and then analyzed empirically.⁸ The research data comes from primary and secondary data. Primary data is obtained from observations and interviews. The interviews in the study were conducted with the Director of RO Al-Jannah Agency and 5 insurance participants. Secondary data in the research was obtained from various relevant sources such as books, and articles. The data analysis method in this study uses data that has been found accurately based on facts in the field along with its description will be analyzed using qualitative methods, namely analysis derived from data which is then reviewed based on existing theories and the results of existing problems in the field will be described using written words. This method aims to describe the object of research systematically, factually, and accurately to the existing facts, as well as the relationship between the phenomena studied and existing theories. Further research data analysis will be analyzed by inductive thinking.⁹ This inductive thinking pattern is a way of thinking in order to draw conclusions from something specific to something general.¹⁰ This reasoning process begins to move from research and evaluation of existing phenomena, namely describing the problem of *maqashid sharia* review of late premium payments in the perspective of *hifz mal* at PT Takaful Keluarga RO Al-Jannah Agency Sagulung Batam.

RESULT AND DISCUSSION

Sharia Insurance

Insurance is a contract of coverage between the insured and the insurer (insurance company). The insurer must provide compensation to the insured if the insured is hit by a disaster. This agreement requires the insured to pay a monthly premium to the

⁷ Kuat Ismanto, *Asuransi Perspektif Maqasid Asy-Syariah* (Yogyakarta: Pustaka Belajar, 2016).

⁸ Lexy J. dan Tjun Surjaman Moleong, *Metodologi Penelitian Kualitatif*, 2018.

⁹ Moleong, *Metodologi Penelitian Kualitatif*, 2018.

¹⁰ Moleong, *Metodologi Penelitian Kualitatif*, 2018.

insurer.¹¹ The purpose of insurance is risk transfer and payment of compensation. In risk transfer, the insured holds insurance to transfer the risk that threatens his wealth or life. By paying a premium to the insurance company (insurer), the risk has been transferred to the insurer since then. And payment of compensation, if when an event occurs that causes a loss (risk turns into a loss), the insured will be paid compensation in accordance with the value of coverage.

In practice, the loss incurred may be partial, i.e. not a total loss. Thus, the insured holds insurance to get compensation for the loss actually suffered.¹² Sharia insurance is called *at-ta'min*, the insurer is called *mu'ammin*, while the insured is called *mua'aman lahu* or *musta'min*. *At-ta'min* is taken from the word '*amana*', which means providing protection, tranquility, security, and freedom from fear. Sharia insurance according to the National Sharia Council (DSN) and the Indonesian Ulema Council (MUI) is an effort to protect and help each other among a number of people through investment in the form of assets and or *tabarru'* which provides a pattern of return to face certain risks through contracts (agreements) in accordance with sharia.¹³

Sharia Insurance Policy

Policy is a written proof issued by an insurance company, both conventional insurance and sharia insurance, to the party that closes the insurance agreement with the insurance company.¹⁴ An insurance policy is legal evidence of an insurance coverage agreement between the insurer and the insured. As an agreement, the policy contract is different from the format of the agreement in general. The agreement in the insurance policy is unilateral and there is no bargaining.¹⁵

Article 19 of Presidential Regulation No. 73 of 1992 states that the policy or form of insurance agreement by whatever name, along with attachments that are an integral part of it, must not include words or sentences that can lead to different interpretations regarding the insured risk, the obligations of the insurer, and the obligations of the insured to take care of their rights. Referring to some of the regulations described above, the policy must be issued as a written agreement containing the rights and obligations of the insurance company and the policyholder.¹⁶

The government sets minimum standards for every insurance policy in circulation in Indonesia. And insurance business actors follow the outlines that have

¹¹ Abdullah Suripto, Teguh, and Salam, "Analisa Penerapan Prinsip Syariah Dalam Asuransi," *Jurnal Ekonomi Syariah Indonesia* Vol. 7, no. No. 2 (2017).

¹² Deny Guntara, "Asuransi Dan Ketentuan-Ketentuan Hukum Yang Mengaturnya," *JUSTISI: Jurnal Ilmu Hukum* Vol. 1, no. No.1 (2016): 32-33.

¹³ Masyhuri Husin, *Indahnya Berasuransi Secara Syariah* (Jakarta: Cahaya Iman Semesta Press, 2019).

¹⁴ Mila Putr Hastuti, Permata, *Asuransi Konvensional, Syari'ah & BPJS* (Yogyakarta: Parama Publishing, 2016).

¹⁵ Agus Wasita, "Perlindungan Hukum Terhadap Pemegang Polis Asuransi Jiwa," *JURNAL BECOSS: Business Economic, Communication, and Social Sciences* Vol. 2, no. No. 1 (2020): 109.

¹⁶ Lastuti Abubakar, "Implementasi Kepatuhan Terhadap Prinsip Syariah Melalui Penggunaan Polis Standar Dalam Asuransi Syariah," *Rechtidee* Vol. 12, no. No. 1 (2017): 116.

been set. Even if there are differences between one company and another, not so much. Therefore, the customer or the insured must read the insurance policy provided by the insurance company. Insurance companies usually give a deadline to read the contents of the policy for 30-45 days. This means that within the deadline, if the customer does not agree with the contents of the insurance policy, the insured can request cancellation of the policy and ask for the premium paid to be returned. And if it passes from that time, it is considered that both parties agree with its contents.¹⁷ Given its function as written evidence, the parties (especially the insured) must pay attention to the clarity of the contents of the policy, which should not contain differences in words or sentences that are likely to cause disputes.¹⁸

Sharia Insurance Premiums

Premiums generally help determine the amount of savings of insurance participants, get compensation or large claim funds for an event that results in a claim, and increase investment in the following days. Premiums for companies help increase investment in the business to be managed. Premiums collected from participants are at least enough to cover three things: guaranteed risk claims, acquisition costs, and costs of managing company operations.¹⁹ Premiums paid by participants are an investment for the participant's family. If the premium paid is small, the claim that will be received is also small, and vice versa, if the premium paid is large, the claim that will be received is also large. Premiums in Sharia insurance are generally divided into several parts, namely:²⁰

1. Savings premium is part of the premium from the policyholder's savings fund managed by the company, where the owner will get the right according to the agreement from the net investment return. Savings premiums and investment profit sharing rights will be given to participants if they are declared to have ceased to be participants.
2. *Tabarru'* premium, which is a sum of funds provided by the policyholder and used to help in overcoming the disaster of death that will be given to the heirs if the participant dies before the insurance period ends. The management of *tabarru'* funds has been regulated in Fatwa DSN MUI, namely; First, the management of sharia insurance and reinsurance can only be carried out by institutions that function as trustees. Second, the accounting of *tabarru'* funds must be separate from other funds. Third, the investment returns from the *tabarru'* fund become the joint rights of the participants and are recorded in the *tabarru'* account. Fourth, from the investment proceeds, sharia insurance and reinsurance companies can obtain profit sharing based on a *mudharabah* or *musytarakah mudharabah* contract or obtain a fee based on a *wakalah bil ujah* contract (Fatwa DSN MUI).

¹⁷ Wasita, "Perlindungan Hukum Terhadap Pemegang Polis Asuransi Jiwa."

¹⁸ Hastuti, Permata, *Asuransi Konvensional, Syari'ah & BPJS*.

¹⁹ Soemitra, *Bank Dan Lembaga Keuangan Syariah*.

²⁰ Soemitra.

3. Premium is the amount of funds paid by participants to the company which is used to finance the company's operations in the context of managing insurance funds, including initial costs, continuing costs for the current year, and costs incurred when the policy ends.²¹

To get insurance benefits, there is an obligation that must be done by the customer, namely paying premiums. If the customer is late or stops paying the premium, the policy lapse²² will occur. Insurance premiums must be paid monthly and usually last for years. If the customer does not continue paying premiums, the insurance risk can lapse or become inactive. The term inactive policy is often also known as a lapse policy.

Insurance holders must understand well the risks arising from inactive policies. The existence of this is certainly detrimental to the customer because it makes the customer unable to take insurance benefits, one of which cannot make claims for insurance coverage costs. The cause of an inactive policy (lapse) is that the customer does not pay the premium according to the predetermined time period. An inactive policy means that the customer is not protected by life insurance so that claims submitted during the inactive policy can be fulfilled by the insurance company. Therefore, to avoid a lapse policy, customers must be diligent in paying premiums on time.²³

Late Payment of Insurance Premiums at RO Al-Jannah Sagulung Agent Batam

The insurance premium payment system applicable at RO Al-Jannah Agency can be paid periodically such as monthly, quarterly, semester, yearly, or in one lump sum payment. Starting from a nominal value of Rp 100,000 (one hundred thousand rupiah), insurance customers can already finance insurance premiums for their savings according to the insurance products taken by insurance customers. Most insurance customers at RO Al-Jannah Agency take their premiums with a nominal value of Rp 300,000 (three hundred thousand rupiah) per month. Payment of the insurance premium itself can be done directly at the RO Al-Jannah Agency, it can also be done through the post office, through a bank that has been determined by the company or the RO Al-Jannah Sagulung Agent Batam, and done at another RO on condition that it has a policy number that has been listed at the beginning of the policy book opening. The method and place of premium payment is determined based on

²¹ Amalia and Makhrus Fadila, "Pengelolaan Dana Tabarru' Pada Asuransi Syariah Dan Relasinya Dengan Fatwa Dewan Syariah Nasional," *HES: Jurnal Hukum Ekonomi Syariah* Vol. 2, no. No.1 (2019): 99-100.

²² Polis lapse adalah penghentian pertanggungan asuransi sebagai akibat tidak dibayarkannya premi dan biaya-biaya polis yang telah jatuh tempo. Setiap pemegang polis diberikan tenggat waktu setiap bulannya untuk membayar premi. Jika premi tidak dibayar pada waktu yang telah ditentukan, maka akan dikenakan masa tenggang. Umumnya masa tenggang adalah 30 hari. Selama masa tersebut, Anda dapat segera membayar premi yang terlambat dibayarkan sebelumnya. Jika premi masih belum dibayarkan pada masa tenggang, maka polis akan berakhir. Dengan kata lain, asuransi dihentikan dan tidak berlaku lagi. Jadi, Anda tidak dapat melakukan klaim. Kondisi ini merupakan kebalikan dari status polis yang masih aktif atau disebut inforce.

²³ Anggas Rezki Hanura, "Analisis Strategi Preventif Polis Lapse Akibat Keterlambatan Dalam Pembayaran Premi Lanjutan" (Universitas Islam Negeri Raden Intan Lampung, 2020).

the wishes and abilities of the insurance customer which is also agreed upon by the insurance company.

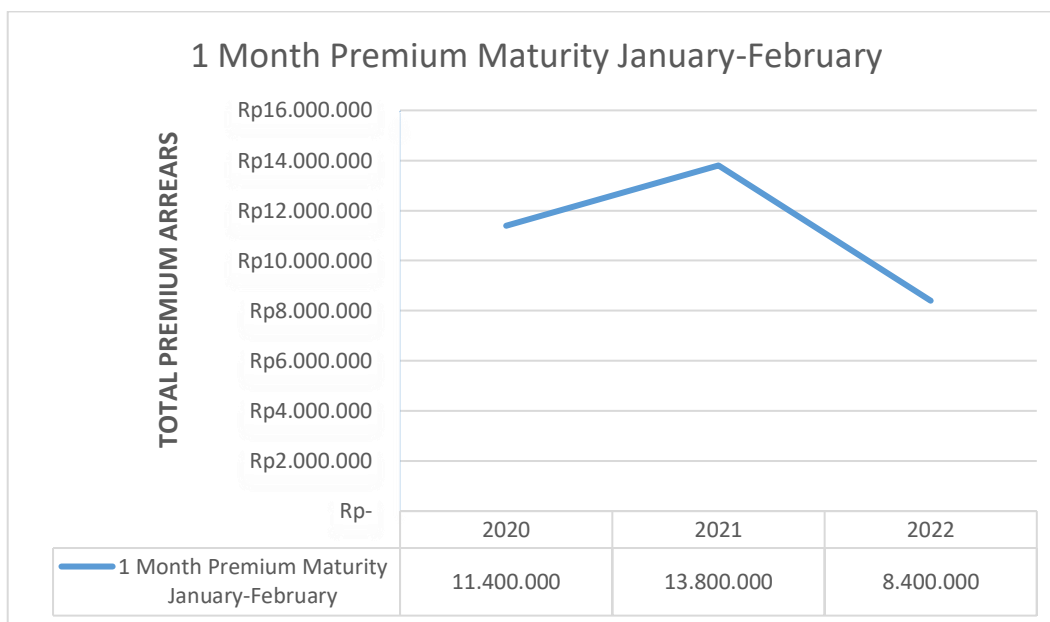
In storing the savings of insurance customers, Takaful Keluarga Company has been cooperating with Bank Muamalat since the first time this insurance company was established. RO Al-Jannah Agency itself in storing finances from insurance premiums paid by insurance customers has a special account through a virtual account that has been created by Bank Muamalat. Through the account / virtual account, the insurance premium paid is then transferred to the policy number of each insurance customer to be stored according to the savings taken.

However, in early 2020, the existence of the Covid-19 virus throughout the world and especially in Indonesia experienced a pretty bad situation and also had an impact on the country's economy. Many companies have gone bankrupt due to the impact of the virus. Not only companies but the workers in them are forced to quit or be laid off because there is no money for operations or workers' salaries. Likewise with other workers, such as employees, teachers, traders, and so on.²⁴

Not a few of the employees, traders, teachers, and other workers experienced economic difficulties and were forcibly dismissed from their jobs because the companies they worked for were experiencing economic difficulties. And also the existence of PSBB makes it more difficult for people to socialize and it is hoped that it is better for people to stay at home to avoid the spread of the virus. At RO Al-Jannah Agency Sagulung Batam, many insurance customers experience delays in paying insurance premiums, especially those who take insurance premiums with monthly fees. Another reason for the delay in paying insurance premiums is the economic factor that is declining. So that it is more concerned with which one is needed first compared to the existing income.

²⁴ Wawancara dengan Ibu Sumilah Filiawati, Direktur Utama PT. Asuransi Takaful Keluarga RO Al-Jihad, oleh PT. Asuransi Takaful Keluarga RO Al-Jannah Agency Sagulung Batam, tanggal 26 Oktober 2022

January-February 2022-2022 Advanced Premium Due Report



Source: Research documentation, 2024.

Practical payment of insurance premiums at RO Al-Jannah Agency Sagulung Batam does occur delays, as an example of the picture below:

Figure. Insurance Premium Payment

History Pembayaran Premi														
No. Polis		: 10201900249117												
Nama Pemegang Polis		: MISTRI												
Masa Kontrak		: 25-07-2019												
Status Polis		: 24-07-2029												
Mata Uang		: Rupiah												
Cara Bayar		: Bulanan												
Waktu Cetak		: 11-11-2022 12:28:17												
No.	Tgl Bayar	Tgl Input Premi	Tanggal Jf/Tran	No. Refs	Jumlah Premi Dasar	Jumlah Premi Top Up	Biaya Premi Dasar	Biaya Transaksi	Biaya Polis	Tabarru	Total Biaya	Total Premi	Fig. Remu	Angs ke-
1	23-07-2019	25-07-2019	25-07-2019	000DCTA	500,000	0.00	375,000	0	0	20,450(+ adm)	395,450.00	500,000	Y	1
1	12-08-2019	12-08-2019	25-08-2019	12082019	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	2
1	12-08-2019	12-08-2019	25-09-2019	12082019	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	3
1	12-08-2019	12-08-2019	25-10-2019	12082019	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	4
1	12-08-2019	12-08-2019	25-11-2019	12082019	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	5
1	12-08-2019	12-08-2019	25-12-2019	12082019	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	6
1	03-02-2020	04-02-2020	25-01-2020	000DCTA20034	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	7
1	12-02-2020	13-02-2020	25-02-2020	000DCTA20043	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	8
1	04-06-2021	04-06-2021	25-03-2020	AW20200300	500,000	0.00	350,000	0	0	0(+ adm)	350,000.00	500,000	Y	0
TOTAL					4,500,000	0	3,175,000	0	0	20,450	3,195,450	4,500,000		

Source: Research documentation, 2024.

A lot of their work is hampered and their income or income decreases not as usual under normal circumstances. Of the many delays, Mrs. Sumilah as Director of RO Al-Jannah Agency Sagulung Batam has tried to minimize the delay. The actions taken by Mrs. Sumilah when there are insurance customers who are late paying insurance premiums and also when it is time to pay or when the insurance premium payment is due by contacting and informing the insurance customer by telephone or via WhatsApp. Or by making a visit to the insurance customer's home directly or

friends who ask how he is doing. To encourage insurance customers to make insurance premium payments, at least fill one payment void so that the policy remains active and does not die.

Overview of *Maqasid Syariah Hifz Mal* in PT Takaful Keluarga RO Al- Jannah Agency Sagulung, Batam

One of the basic objectives of Islamic sharia is to preserve property and family from destruction, damage, and loss. And sharia insurance is very appropriate in the concept of maintaining life, property, and family. As explained by researchers in the previous chapter that property is everything that can be stored for use when needed, its use can be mixed with others, is something that is favored by humans and is allowed to be stored until needed or it can also be treasure is everything that can be stored for use when needed, in its use can be mixed with others.²⁵

Insurance premiums paid by insurance customers to insurance companies are a form of property entrusted to insurance companies to be managed properly and also benefit the future of insurance customers and insurance companies. Therefore, customers with the obligation to pay premiums regularly so that the company can manage the customer's premiums properly. Insurance customers are not regular or late in paying premiums, so insurance companies are also hampered in managing insurance premiums from customers. Likewise with RO Al-Jannah Agency, the distribution of commissions and reading of offers becomes unsmooth and office operational costs (RO Al-Jannah Agency) are hampered if insurance customers are late in paying their insurance premiums.

Reviewed from the causes of late payment of insurance claims at the Joint Life Insurance Company Bumiputera 1912 Bandar Lampung and the review of Islamic law on late payment of insurance claims. by using qualitative methods. The results of the study concluded that, the cause of late payment of claims was caused by two factors, namely: 1) Internal factors, namely delays in claim payments caused by financial liquidity in AJB Bumiputera 1912; 2) External factors, namely because the data provided by the debtor is doubtful, so it is necessary to investigate first. Then, the review of Islamic law on the delay in payment of this claim in its implementation is still allowed, because this situation is certainly not what the AJB Company wants, but because of the situation and conditions that do not allow it, there is a delay in payment of insurance claims. In addition, so far the AJB Corporation has not at all tried to run away from its responsibilities, and continues to make various efforts to improve the company's current condition.²⁶

²⁵ Muhammad Masrur, "Konsep Harta Dalam Al-Quran Dan Al-Hadist," *Jurnal Hukum Islam* Vol. 15, no. No. 1 (2017): 98-99.

²⁶ Nicho hadi Wijaya, "Tinjauan Hukum Islam Tentang Keterlambatan Pembayaran Klaim Asuransi Jiwa (Studi Kasus Di Korporasi Asuransi Jiwa Bersama Bumiputera 1912 Bandar Lampung)," (Universitas Islam Negeri Raden Intan Lampung, 2020).

An example of a review of the *wakalah bil ujah* contract in its sharia level at PT Takaful Keluarga RO Tanwir Nusantara (Gedong Kuning) Yogyakarta in the perspective of *maqasid sharia* according to Imam Syatibi. By using qualitative research methods. The results of this study state that the suitability of the implementation of the *wakalah bil ujah* contract of PT Takaful Family Insurance RO Tanwir Nusantara, Yogyakarta is in accordance with Imam Al-Syatibi's *maqasid sharia*. This can be seen from the *wakalah bil ujah* contract and *tabarru'* contract where both contracts have the aim of mutual assistance between fellow policyholder participants (*maqasid sharia, hifdh al-din*). Islamic insurance, which plays a role in helping customers to protect their lives in the event of a disaster, falls into the category of *hifz al-nafs* (preserving the soul). This company has held small training seminars as human resource development for both policyholder customers and PT Takaful Family Insurance agents is one of the *maqasid sharia* categories at the point of *hifz al-'aql* (maintaining the mind). The next *maqasid sharia* is *hifdh al-nasl* (preserving offspring) which means, with customers including their families as beneficiaries of the insurance. This can be understood that when the policyholder dies or a disaster occurs, the family left behind will get benefits from sharia insurance. The last *maqasid sharia* is *hifz mal* (maintaining assets), where the company helps in managing the *tabarru'* funds of each policyholder. In managing these funds, we can see that the company is in accordance with *maqasid sharia*.²⁷

In this case, there is a *tabarru'* fund in the insurance company that functions as a helping fund for insurance customers. The contribution funds or insurance premiums collected become *bissyarthi grants* (with conditions) managed by the insurance company. Furthermore, the collected *bissyarthi grants* (with conditions) are used for insurance claims for participants affected by the disaster. Delays in payment of insurance premiums made by insurance customers, do not prevent customers from getting the benefits obtained (if something happens to the customer) from the products taken by insurance customers.

As mentioned in the previous chapter, it can be concluded about the definition of property (*mal*) / property rights, from 4 madhhabs (Hanafiyah, Maliki, Shafi'i, and Hambali), namely something that is useful, something that has economic value, something that becomes a habit (correct custom) that is recognized as property rights, and there is legal protection that regulates it.

CONCLUSION

The main element of late premium payments at RO Al-Jannah Agency Sagulung Batam is the pandemic that hit in 2020 to 2022. Where the pandemic called covid-19 causes the economic factors of the country and individuals to experience a drastic decline. So that workers experience things that are detrimental to their

²⁷ Fadhila sukur indra & Miftahul Huda, "Akad Wakalah Bil Ujah PT. Takaful Keluarga RO Tanwir Nusantara (Gedong Kuning) Yogyakarta Ditinjau Dari Maqasid Syari'ah Imam Syatibi," *Jurnal Ekonomi Islam* 4, no. 1 (2018).

respective parties, both the company where the worker works and the worker. Including insurance customers who are none other than workers (employees, employees, teachers, traders, and others) who also feel the impact of this pandemic. Such as the number of workers who were forcibly laid off, sales that were hampered due to state lockdowns, and so on which caused their income and income to decrease. Therefore, insurance customers have experienced delays in premium payments for 3 months to 2 years. With the amount of premium arrears reaching IDR 11,400,000 in 2020, IDR 13,800,000 in 2021, and IDR 8,400,000 in 2022. And the director of RO Al-Jannah Agency in trying to minimize the delay continues to remind his customers to pay the premiums that his customers take so that the customer's insurance policy does not die or become inactive.

The review of *maqasid sharia hifz mal*, even though insurance customers experience delays in paying insurance premiums, customers will still get the benefits taken from the insurance product that the customer chooses from the *tabarru'* funds set aside if the customer experiences a disaster. Moreover, the customer's assets will always be maintained and will also benefit from the insurance product taken if the customer regularly pays insurance premiums according to the payment deadline and the policy status is active. That way, the insurance company can also smoothly manage the premiums that customers pay at the right time. So that no party is harmed.

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