

## Multi-Service Ijarah Contract for Umrah Financing: Analysis of Its Compliance with DSN-MUI Fatwa

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**Abstract.** *Umrah is a type of worship that requires a significant amount of funding from people from outside Arab countries to visit Makkah. In Indonesia, financing companies offer financing for Umrah pilgrims. However, the financing procedure is still in question, as it is related to its compliance with sharia. This paper aims to examine the Umrah financing operated by AMITRA FIFGroup and its compliance with the fatwa of the National Sharia Board of the Indonesian Ulama Council (DSN-MUI). This study reveals that the financing model has been in accordance with DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2004 concerning Multijasa Financing. It can be seen from the determination of ujarah by AMITRA FIFGroup Indonesia not using percentage but using nominal. Moreover, AMITRA FIFGroup Indonesia does not use kafalah, but multi-service Ijarah in umrah financing.*

**Keywords:** *Ijarah Multi-Service Contract; Umrah Financing; Fatwa DSN-MUI*

**Abstrak.** *Umroh adalah jenis ibadah yang membutuhkan dana yang tidak sedikit bagi orang-orang dari luar negara Arab untuk mengunjungi Makkah. Di Indonesia, perusahaan pembiayaan menawarkan pembiayaan untuk jamaah umrah. Namun, prosedur pembiayaan tersebut masih dipertanyakan, karena terkait dengan kepatuhan terhadap syariah. Penelitian ini bertujuan untuk mengkaji pembiayaan umroh yang dioperasikan oleh AMITRA FIFGroup dan kesesuaiannya dengan fatwa Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI). Hasil penelitian ini menunjukkan bahwa model pembiayaan tersebut telah sesuai dengan Fatwa DSN-MUI No. 44/DSN-MUI/VIII/2004 tentang Pembiayaan Multijasa. Hal ini dapat dilihat dari penetapan ujarah yang dilakukan oleh AMITRA FIFGroup Indonesia tidak menggunakan persentase tetapi menggunakan nominal. Selain itu, AMITRA FIFGroup Indonesia tidak menggunakan akad kafalah, melainkan ijarah multijasa dalam pembiayaan umroh.*

**Kata kunci:** *Akad ijarah multijasa; Pembiayaan Umrah; Fatwa DSN-MUI*

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## Introduction

Sharia financing products in the form are one of the most widely used products by the public. In line with the times, the needs and activities of the community also continue to grow. The increase in people's needs is constrained by business and the inability to meet needs in cash, so the community needs alternatives to help it meet needs (Tutik, 2016). Happiness is not only in the fulfillment of material needs but also in the fulfillment of religious needs morally and spiritually. Happiness is not just joy or pleasure. Happiness provides peace and tranquility (Adiba, 2018). Indonesia is the largest Muslim country in the world. Of the total population of Indonesia's 258 million, 87.2% are Muslims. They are mandated to carry out various religious rituals, including fasting in the month of Ramadhan, *Hajj*, and *Umrah* (Mulyono, 2021).

In Indonesia, *hajj* and *umrah* are regulated in Article 1, point 10 of Law No. 8 of 2019 concerning the Implementation of *hajj* and *umrah*. It is stated that the implementation of *hajj* and *umrah* is the implementation of *hajj* and *umrah*, whose management, financing, and services are exceptional (Jumali, 2020). Consequently, their operations are closely related to economic activities and national development goals. In the case of Islamic worship activities, one of the contributions is the development of various shari'a-based financial service institutions, including those that serve financing facilities. The term financing essentially means "I believe, I Trust, I believe, I put trust." The word financing is intended for financing institutions, as *shahibu al-maal* (investor), who put trust in someone to carry out the mandate given. The funds must be used correctly and relatively and must be accompanied by clear and mutually beneficial ties and conditions for both parties (Ilyas, 2015).

One form of service in the field of economics and financial services, coming from community needs, is multiservice financing. Islamic financing companies provide this financing service to help in performing *umrah*. These companies respond to community needs for Sharia-based services. In Indonesia, this kind of sharia service is regulated by the Fatwa of DSN-MUI (The National Sharia Board of the Indonesian Ulama Council) on Multiservice Financing to be used as community guidelines (Solihah, 2014).

Multiservice financing is the provision of funds that can be equated with multiservice transactions using *ijarah* contracts. These contracts are developed between banks and customers, requiring the customers to pay off debts or obligations by the contract. The company acts as a provider of funds in transactions to fulfill the needs of customers. Refunds by customers to the bank can be made in installments (Dariana, 2020).

In Indonesia, PT. FIF (Federal International Finance) is a company focusing on financial services, primarily conventional (non-Islamic) and Sharia financing services. Sharia financing is based on a contract between the fund provider and another party, requiring the financed party to repay the money or bill by the agreed time (Ansori, 2016). One of the existing financing institutions in Indonesia that provides Sharia financing is FIFGroup through its business unit called AMITRA.

Among the services provided by AMITRA are financing services for *umrah*, *haji*, jewelry ownership, and *aqiqah* (sacrificing an animal during childbirth occasion) (Wahyudi, 2024). The featured products of AMITRA FIFGroup are the financing of worship activities, such as *umrah* and *haji*.

Sharia compliance is a practical form of Islamic financial institutions' operations against Sharia rules derived from the Qur'an and Hadith of the Prophet Muhammad SAW. Islamic legal scholars translate the primary sources of Islamic law into the form of *fiqh* or Islamic jurisprudence, which is the result of *ijtihad* or an attempt to derive legal decisions through the interpretation of the primary Islamic legal sources. These are supported by other secondary sources of Islamic law, such as *Ijma'* (consensus) and *Qiyas* (deductive analogy), from time to time. *Fiqh Muamalah*, or Islamic jurisprudence in economic activities, is a product of *ijtihad* that scholars developed according to the times and circumstances. The development of contemporary Islamic banking and financial institutions today also requires the *ijtihad* of the *ulama*. In Indonesia, the authority of the *ijtihad* is given to the DSN-MUI (Dewan Sharia Nasional – Majelis Ulama Indonesia/ Sharia National Board – The Indonesian Ulama Council) (Susilo, 2018).

In *umrah* services, the financing institution offers two products: Regular *Umrah* and *Umrah Plus*. Regular *Umrah* is a religious travel financing program that is carried out in collaboration with an official PPIU (*Umrah* Travel Organizer) travel agent to carry out a series of *Umrah* worship. Meanwhile, *Umrah Plus* is a religious travel financing program in collaboration with an official PPIU travel agent (*Umrah* Travel Organizer) to carry out a series of *Umrah* services coupled with leisure travel to other cities or countries (for example, Turkey, Dubai, Abu Dhabi, and others).

AMITRA Sharia Financing uses the *ijarah* multiservice contract, which is the transfer of the right of use (benefit) for an item within a certain period with the payment of rent, without being followed by the transfer of ownership of the goods. This is because the components of the *Umrah* and *Haji* packages are dominant in the form of services. Therefore, the Sharia Supervisory Board. AMITRA recommends the *ijarah* multiservice contract as the suitable Sharia financing contract. Previously, AMITRA used the *kafala* contract for *umrah* financing and the *murabahah* contract

for *haji* financing. However, since the beginning of October 2019, both *umrah* and *haji* financing have used the *Ijarah* multiservice contract (Hamzah, 2021).

## Literature Review

The concept of Umrah financing has garnered significant attention in recent years due to the increasing demand for financial support among pilgrims from outside Arab countries. The need for such financing arises from the substantial costs associated with undertaking the pilgrimage to Makkah. In Indonesia, various financing companies have emerged to cater to this demand, providing tailored financial solutions to prospective Umrah pilgrims. However, the compliance of these financing models with Islamic principles remains a critical concern, necessitating a thorough examination of their adherence to Sharia law.

## Ijarah in Islamic Finance

Ijarah, which translates to leasing or hiring, is a widely recognized contract in Islamic finance. It allows one party to transfer the usufruct of an asset to another party in exchange for a predetermined rental fee. The application of Ijarah extends beyond conventional leasing to include services, known as Ijarah al-Khadamat. This form of contract is particularly relevant in the context of Umrah financing, where services related to the pilgrimage are provided in exchange for a fee.

## DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2004

The National Sharia Board of the Indonesian Ulama Council (DSN-MUI) plays a pivotal role in ensuring that financial products and services adhere to Islamic principles. Fatwa No. 44/DSN-MUI/VIII/2004 addresses the guidelines for multi-service Ijarah contracts, emphasizing the need for transparency and fairness in the determination of fees. According to this fatwa, the *ujrah* (fee) should not be based on a percentage of the service value but should be specified as a nominal amount. This provision is intended to prevent exploitation and ensure that the financial transaction remains within the bounds of Sharia (Toyyibah, 2021).

## Application in Umrah Financing by AMITRA FIFGroup

AMITRA FIFGroup Indonesia, a notable player in the Umrah financing sector, has implemented a financing model that aligns with the principles outlined in DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2004. The company's approach to

determining *ujrah* adheres to the fatwa's stipulation by using a fixed nominal amount rather than a percentage of the financing value. This practice enhances the transparency and predictability of the financial obligation for the pilgrims.

Furthermore, AMITRA FIFGroup Indonesia employs a multi-service Ijarah contract instead of a *kafalah* (guarantee) arrangement. This choice underscores the company's commitment to providing Sharia-compliant financial solutions. By utilizing a multi-service Ijarah contract, AMITRA FIFGroup ensures that the financing structure remains in harmony with Islamic principles, offering a permissible and ethical means for pilgrims to fulfill their religious duties.

In summary, this study underscores the alignment of AMITRA FIFGroup's Umrah financing with the relevant fatwa, emphasizing the use of nominal *ujrah* and the multi-service Ijarah approach (Maulana, 2021).

## Methods

This study relied on field research using the descriptive qualitative method, with FIFGroup Indonesia as the research subject. Data collection techniques used triangulation (observation, interview, and documentation) and were analyzed using a qualitative descriptive analysis method. The data is analyzed using DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2004 concerning Multiservice Financing to see the compliance of *umrah* financing services offered by the FIFGroup with the fatwa.

## Results and Discussion

### The Concept of Sharia Financing

Financing is always related to business activities. For this reason, before entering into the problem of understanding financing, it is necessary to know what a business is. Business is an activity that leads to an increase in added value through the process of delivering services, trading, or processing goods (production). In other words, business is an activity that develops economic activities in the fields of services, trade, and industry to optimize the value of profits. Financing is funding provided by a party to another party to support planned investments carried out by themselves and institutions. In other words, financing is funding that is issued to support planned investments (Ilyas, 2015).

Sharia's principle prohibits the existence of usury and all forms of profit of its kind. The application of the profit-sharing principle can create a healthy and just state of invasion because all parties share the profits and losses incurred to create a position

that is balanced between the bank and its customers (Supriyadi, 2017). Financial institutions use the principle of profit or loss sharing or return sharing, especially those that use Sharia contracts. The contribution of social capital is substantial in supporting the operation of raising and disbursing funds (Afif, 2017).

Islam formulated an economic system that was completely different from other systems. This is because the Islamic economy has the roots of sharia, which is a source and guide for every Muslim in carrying out their activities. Islam has Sharia goals (*maqashid sharia*) as well as operational guidelines (strategies) to achieve these goals. The goals themselves, in addition to referring to the interests of human beings to achieve well-being and a better life, also have a significant value for brotherhood and socioeconomic justice (Lestari, 2022).

The mechanism of Islamic financial institutions, in every transaction, does not recognize interest, either in collecting public investment savings or in financing. The total profit on capital will be divided between the two parties according to fairness (profit sharing). The fund provider will not be guaranteed the rate of profit ahead even if the business turns out to be unprofitable (Nurhadi, 2018).

The funds must be used properly and justly. Also, its financing mechanism must be accompanied by transparent and mutually beneficial relations and conditions for both parties, as Allah says in QS—an-Nisa verse 29. The verse explains that Allah forbids taking other people's wealth unjustly (not true), except with business that occurs consensually (Syahid, 2022).

The simple definition of financing is used to define funding carried out by financing institutions, such as Islamic banks, to customers (Sari, 2016). Financing based on Sharia principles, mentioned in Law No. 10 of 1998 on Banking, is the provision of money or bills that are equated with it based on a contract between the bank and another party. This requires the financed party to return the money or bill after a certain period in exchange for a revenue share, by using the term Dual Banking System. In 2008, Law Number 21 of 2008 concerning Islamic Banking was completed, which contains in detail the model of Islamic banking transactions in Indonesia (Nurhadi, 2018).

### ***Umrah* Financing**

*Umrah* comes from the word '*amara*,' which means to inhabit or visit a place. *Umrah* means pilgrimage (visiting), enlivening the holy place of Makkah, where the Ka'bah is located (Rusmalita 2021). In the context of worship, *umrah* is a reflection of the experience of Prophet Ibrahim and his son, Prophet Ismail,

upholding *kalimat at tauhid* or the declaration of the oneness of Allah. Therefore, by carrying out *umrah* worship, Muslims are expected to obtain wisdom from that reflection (Ahmad, 2014). Meanwhile, *hajj* means pilgrimage. The pilgrimage here is to visit holy places that are not only limited to the city of Makkah but include 'Arafah, Mina, Muzdalifah, and others. Because of the burden of its obligations, Muslims throughout the world flocked to the holy land to carry out *hajj* and *umrah* (Ahmad, 2014). In religious terminology, *umrah* is a visit to *Baitullah*, the house of Allah, to perform rituals, such as *tawaf* and *sa'i* without doing *wukuf* in Arafat, as in *hajj*, at an unspecified time (Sari, 2021).

Law Number 21 of 2008 concerning Sharia Banking states financing is the provision of funds or bills equated with it in the form of (Lestari, 2017): a) profit-sharing transactions in the form of *mudarabah* and *musharakah*; b) lease transactions in the form of *ijarah* or buying and selling in the form of *ijarah muntahiya bittamlik*; c) buying and selling transactions in the form of receivables *murabahah*, *salam*, and *istiithna'*; d) lending and borrowing transactions in the form of *cards* receivables; e) service lease transactions in the form of *ijarah* for multiservice transactions.

The financing of *umrah* is financing held by Islamic financial institutions to customers who want to perform *umrah* worship. The customers get a portion of *Umrah* worship departure according to the time specified at the *umrah* bureau. This is determined by customers or Islamic financial institutions that have cooperated with *umrah* travel agencies (Lestari, 2017). *Umrah* worship financing applied by Islamic financial institutions should use multiservice products by Fatwa DSN-MUI No. 44/DSN-MUI/VIII/2004 because, in practice, this kind of financing is entitled to a fee or wage, which is profit margin (net income) in its business. Islamic financial institutions, according to the provisions of Islamic economic law, generally use multiservice products, such as the *ijarah* multiservice or *wakalah* contract (Jauzi, 2018).

Sharia-based financing is based on a contract between the bank and another party that requires the *financed* party to return the money or bill after a particular time in exchange for a revenue share (Supriyadi, 2017). Financing is given based on trust; thus, the provision of financing is a grant of trust. This means that the achievements given must be refundable by the recipient of the financing by the time and conditions that have been mutually agreed upon (Khaki, 2012). One of the essential pillars for creating Islamic financial institution products to meet the demands of modern society is the development of Islamic financing products. One of the financing products provided by Islamic microfinance institutions to the public is obtaining benefits or services for the institution.

An Islamic financial institution is a company whose business is engaged in financial services based on Sharia principles. Furthermore, Islamic financial institutions are divided into two types, namely Bank Financial Institutions and Non-Bank Financial Institutions. According to the Decree of the Finance Ministry of the Republic of Indonesia No. 792 of 1990, financial institutions are given restrictions as entities whose activities are in the financial sector, collecting and distributing to the public, primarily to finance company investments (Ginting, 2022).

## **Multiservice Ijarah Contract**

### **Understanding of Multiservice *Ijarah* contract**

*Ijarah* is the transfer of the right of use (benefit) to an item within a specific time with the payment of rent (*ujrah*) without being followed by the transfer of ownership of the goods. *Ijarah* comes from the word *al-ajru*, which means to change (Febrianasari, 2020). In Islamic legal terms, *ijarah* means a *contract* to take advantage by replacing it. *Ijarah* is one type of contract that benefits through replacement. In other words, *ijarah* is a transaction to sell benefits. Therefore, *ijarah* is included in the category of sale and purchase contracts (Syauqoti, 2018).

However, what distinguishes it from the principle of a sale and purchase contract, in general, is in terms of the object (Pratiwi, 2017). In the sale and purchase agreement, the object is the goods, while in the *ijarah*, the object is the benefit of the goods or services (Solihah, 2014). There are at least two terms related to the covenant, namely *al-'aqdu* (contract) and *al-'ahdu* (promise).

The meaning of a contract, linguistically, is a relationship (Ghofur, 2015). Multiservice *ijarah* is used for consumptive financing to meet consumption needs (Maulana, 2021). Various multiservice products in Islamic banking include 1) education costs by multiservice sharia with financing facilities using the concept of *ijarah*, namely rental installments by the customer's agreed ability during a specific period, to provide peace of mind and certainty of the amount of payment (installments) of rent for customers. 2) *Hajj* or *umrah* financing is multiservice financing that meets customers' needs to perform *hajj* or *umrah*. Multiservice financing can be used to cover the *hajj* or *umrah* travel costs, health costs, education costs, and other services (Sari, 2021).

Multiservice financing with an *ijarah* contract is a development of the concept of benefits, which is the object of *ijarah*. Previously, the *ijarah* contract was used for simple goods or services. In its development, multiservice financing

contains many services that are used as the object of the *ijarah* contract (Firdausi, 2021). Multiservice financing with an *ijarah* contract means financing in an Islamic bank to obtain benefits for a good or service using the *ijarah* contract principles. *Ijarah* contracts in Islamic banks can be used for rental transactions of goods or the use of services (Firdausi, 2021).

Some of the conditions for *ijarah* are the willingness of the parties who perform the contract and the benefits, which are justified in Islam. This benefit can be valued or counted. Furthermore, the pillars of the *ijarah* contract include: *first*, a statement of contract or *ijab* and *qabul*. This is a statement of will between two or more parties resulting in legal consequences on a specific object. There are at least three elements that can be described from the meaning of the contract. A) the contract is a meeting of *ijab* and *qabul*, which has legal consequences. B) the contract is a legal action between two or more parties because the contract brings together *ijab* as a representation of the other party's will and *qabul* as a statement of the will of the other party. C) the contract is an action that aims to cause legal consequences (Firdausi 2021).

Second, the contracting parties consist of the lessor owners, assets, Islamic financial institutions, and tenants (lessee, parties who benefit from the use of assets, and customers). Third, the object of the contract is payment (rent) and the benefit of the use of assets. Fourth, the benefit of use in the loot is the object of the contract that must be guaranteed because it gets along well, which must be met as a replacement for the lease and not the asset itself. Fifth, *sigat ijarah* is a statement from both parties, verbally or in any other equivalent form, by way of offers from asset owners (LCCs) and leasing declared by the tenant (customer) (Syakura, 2021).

Multiservice financing is an activity of disbursement of funds in the form of financing in the *ijarah* contract in the distribution of financial services, including distribution of educational services, health, consumption, going to *hajj* or *umrah*, tourism, and others. In providing this multiservice financing, the bank will get a service reward (*ujrah*) or fee according to the agreement in advance and expressed in a nominal form, not in percentage form (Khasanah, 2020).

*Ijarah* transactions are based on the transfer of benefits, so the principle of *ijarah* is the same as the principle of sell and purchase. The difference lies in the object of the transaction. If in the sale, the transaction is the purchase of goods, in the *ijarah*, the transaction is a service exchange. *Ijarah* is a lease contract between the bank and the customer. After the contract expires, the lessee returns the item to the owner. In business, work is known as a financial lease. At the end of the

lease period, the bank can sell the goods rented to the customer, which in Islamic banking is known as *ijarah muntabiyah bittamlik*. The rental price and sale price are agreed upon at the beginning of the contract.

The rental object must be beneficial and justified by sharia principles, and the value of the benefits must be taken into account or measured (Raharjo, 2015). There are at least three elements extracted from the meaning of the contract (Firdausi, 2021). First, the contract is a meeting of *ijab* and *qabul*, which has legal consequences. Second, the contract is a legal action between two or more parties because the contract brings together *ijab* as a representation of the other party's will and *qabul* as a statement of the will of the other party. Third, the contract is an action that aims to cause legal consequences.

In the *ijarah* contract, the lessor is the owner of the *ijarah* asset, while the lessee only has the right to use the asset (Ghani, 2020). Terminologically, the word *ijarah* comes from the word "*al-ajru*", which means "*al-iwadu*" (replace). In Islamic legal discourse, *ijarah* is a type of contract to benefit with compensation. The owner who rents the benefits is called *mu'ajjir*. (Syukur, and Syahbudin 2020). The hired party is called *mustajir*, and something that is benefited is called *ma'jur*. In contrast, the services provided in return for such benefits are called "*at-thawab*" or (reward) called *ajru* (wages) (Al-Fasiri, 2021).

According to DSN-MUI Fatwa No. 44/DSN-MUI/VII/2004, on Multiservice Financing, one form of financial service that becomes the needs of the community is multiservice financing. It is provided by Islamic financial institutions to customers to help them obtain benefits for service (Hasan 2018). One strategy that is often used is to increase compensation and benefits. That way, the need to align employee performance with company goals becomes an impetus for companies to implement the proper compensation and benefit system (Khasbulloh, 2018).

The features and mechanisms of multiservice financing based on an *ijarah* contract are as follows (Riyaldi, 2022). First, the bank acts as a fund provider in *ijarah* transaction activities with the customer. Second, the bank shall provide funds to realize the provision of the object of the lease that the customer ordered. Third, the customer returns on the provision of bank funds by way of installments. Multiservice financing is also defined as a product of Islamic banking. This is the provision of funds or bills or receivables that can equate with being multiservice transactions by using an *ijarah* or *kafalah* contract, based on the agreement between banks with financing customers to pay off its debts or obligations accordingly with a contract (Mariyanti, 2015).

Multiservice financing using both the *ijarah* contract and the *kafalah* contract cannot be automatically applied to various customer needs. This is because the fatwa of each contract used must carry out multiservice financing. If multiservice financing is carried out using an *ijarah* agreement, the fatwa's provisions regarding *ijarah* will apply. Likewise, if multiservice financing is carried out through a *kafalah* contract, the provisions in the fatwa regarding the *kafalah* contract will apply (Firdausi, 2021).

From the above explanation, it can be concluded that *ijarah* is the contract on the benefits allowed with a period and rewards known and agreed by the parties to the party (Insawan, 2017). Furthermore, *ijarah* is one form of sell and purchase, as it is essentially buying and selling benefits (Rusdi, 2017).

#### **Fatwa DSN-MUI No. 44/DSN-MUI/VIII/2004 on Multiservice Financing**

The National Sharia Board considers one of the forms of financial services is financing provided by Islamic financial institutions to customers to obtain benefits for service. DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2004 about Multiservice determines several provisions (Syauqoti, 2018). Firstly, multiservice financing is legally permissible (*jaiz*) by using the *ijarah* or *kafala* contract. Secondly, if Islamic Financial Institutions use the *ijarah* contract, they must follow all the provisions in the fatwa *ijarah*. Thirdly, if Islamic Financial Institutions use the *kafalah* contract, they must follow all the provisions in the fatwa *kafalah*. Fourthly, in both multiservice financings, Islamic Financial Institutions can obtain a service reward (*ujrah*) or fee. Fifthly, the amount of *ujrah* or fee must be agreed upon in advance and stated in the nominal form, not in the percentage form.

In multiservice financing of banks, Sharia can use either contract established under the fatwa DSN MUI No. 44/DSN-MUI/VIII/2004 on Multiservice Financing. These contracts include *ijarah* and *kafalah* (Mariyanti, 2015). *Ijarah* contract is renting for the benefit of an item and/or services between the owners of the lease object and tenants to get remuneration in the form of rent or wages for the owner of the lease object. Meanwhile, a *kafalah* contract is a guarantee given by the insurer to third parties to comply with the obligations of the second party or the borne.

The products generated from DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2004 on Multiservice Financing are now multiplying into multipurpose financing products for this type of service involving an intermediary institution like a bank. Islamic bank products are indeed many, diverse, and relatively easy to implement

because they are in line with transactions in the real sector. However, it has characteristics, procedures, and techniques that must be strictly followed. The financing products offered by Indonesian Islamic banking are relatively numerous and varied to meet business and personal needs (Nofinawati, 2014).

DSN MUI considers it necessary to establish a fatwa on multiservice financing as a guideline for the implementation of such transactions by Sharia principles to meet the needs of the community related to services. This fatwa was established from the results of the Plenary Meeting of DSN MUI on 11 August 2004, which was made due to requests from Bank Rakyat Indonesia (BRI) on 28 April 2004 and from Danamon Bank. This fatwa is the substance of Fatwa DSN-MUI No. 09/DSN-MUI/IV/2000 on *Ijarah* Financing and Fatwa DSN-MUI No. 11/DSN-MUI/IV/2000 on *Kafalah* Financing.

### **The Procedure of Implementation of Multiservice *Ijarah* Contract on *Umrah* Financing Products at FIFGroup**

In *umrah* financing, the first process is to gather prospective customers or prospective *umrah* pilgrims. This collection can be through promotions conducted by SyAO (Syariah Account Officer), or customers can independently go to the FIFGroup office to apply for *umrah* financing by directly including personal data. SyAO informed AMITRA FIFGroup that there are customers who want to register for *umrah* using a travel agent service. SyAO will go to the location of prospective customers and explain the *umrah* financing provided by AMITRA FIFGroup. If the customer agrees, then SyAO will register the customer, who will be processed next at the FIFGroup office. In addition to the promotion by SyAO, promotions can also be held in exhibitions, seminars, or other events.

AMITRA FIFGroup should comply with the provisions of DSN-MUI Fatwa No. 44 / DSN-MUI / VIII / 2004 on Multiservice Financing. This is based on point number two of the DSN-MUI Fatwa No. 44/DSN-MUI/VIII/2014 on Multiservice Financing. In the fatwa, some pillars and conditions must be met. These include: first, *aqidaani* (two contracts) referred to as 'aqidaani is the lessee and the renter and is required for both adults, *aqil* (intelligent), and legally capable. The contract is considered valid if the renter is the owner of the rental object or his representative or his *nazir*. Parties consist of the renters or *mu'ajjir* (lessor, owner of the asset) and the lessee or *mustajir* (lessee, the party who benefits from the use of the asset, the customer). First, AMITRA buys with the complete package selected by the customer at the travel service agency. AMITRA will bring receipts

for the purchase of the package as proof that AMITRA has made a transaction against the *umrah* package. Second, *sighat ijarah* consists of *ijab* and *qabul* in the form of statements from both parties who are in contract, either verbally or in other forms, required under the contract between the two parties. The *ijab* and *qabul* are the form of statements from both parties who contracted, either verbally or in another equivalent form, by way of offers from the owner of the asset and receipts expressed by the lessee (customer). In this process, AMITRA FIFGroup confirmed to prospective customers their willingness to follow the provisions of *umrah* financing. If the prospective customer agrees, SyAO (Syariah Account Officer) will explain the financing structure and will ask the customer to sign several documents in the form of a form containing the contract along with the explanation between AMITRA and the customer. By signing the form, the customer will be deemed to approve the contents of the contract (Hastuti, 2022).

Third, the objects of the *ijarah* contract are the benefits of goods and rent or the benefits of services and wages. The services or benefits must be specified and known by both parties. It can be utilized for its usefulness, lasting its substance until the time specified according to the contract (Fakhruzy, 2020).

The *umrah* package consists of various kinds of services and goods related to *umrah* provided by the service bureau. From AMITRA FIFGroup, customers get ease in the form of waivers when making payments to the *umrah* package. It can be said that AMITRA FIFGroup provides *umrah* financing products. In *umrah* worship, the service bureau, as an intermediary to facilitate *umrah* worship activities, provides this support. However, in each service bureau, customers are treated differently depending on the package selected (Zulkiffi, 2022). The higher the cost incurred, the more complete the facilities obtained (Ali, 2017).

Point number one of the Fatwa DSN-MUI No. 44/DSN-MUI/VIII/2014 on Multiservice Financing states, "Multiservice financing of the law may be by using the *ijarah* or *kafalah* account". Multiservice financing AMITRA FIFGroup offers customers several religious travel products, namely Regular *Umrah*, *Umrah Plus*, and *Haji* financing. AMITRA FIFGroup uses an *ijarah* account in multiservice financing as *umrah* financing. The services cover the expenses of visas, hotel accommodations, flights, ground transportation, *muthawwif* (guides), pilgrimages and tours.

Before the customer applies for financing to AMITRA FIFGroup, the customer will choose a package that suits his or her needs at the service bureau. In the service, the bureau explains what will be obtained by the customer during

the *umrah* specifically. Then, the service bureau ensures the customer obtains these facilities. At AMITRA FIFGroup, customers will be explained the payment mechanism. Customers will also be asked to sign some of the following documents: a) sharia financing contract; b) application for sharia financing application; c) Sharia Consent Letter (SPSI Syariah); d) summary of installment information (principle information); e) Standby Insurance Plus Trust.

The documents describe in detail both the contents of the contract, the financing structure, and the object financed. This is intended to avoid customer ignorance of objects to be financed by AMITRA FIFGroup. By reading and signing these documents, the customer will declare the agreement to the contract on the part of AMITRA FIFGroup regarding *umrah* financing with the customer. AMITRA FIFGroup also ensures that payments are made in full for *umrah* packages selected by customers for service bureaus. Therefore, there is coordination between AMITRA FIFGroup and the service bureau to eliminate misunderstandings.

AMITRA FIFGroup provides a variety of payment forms depending on the customers' tenor. With the more prolonged tenor, smaller installments will be required per month. However, the *ujrah* (fee) taken is also getting more significant. The tenor for *umrah* is a maximum of 36 months or three years. Other tenor choices are nine months, 12 months, 15 months, 18 months, 24 months, and 36 months. The tenor of *hajj* is a maximum of eight years. Other tenor choices are one year, two years, three years, four years, five years, six years, seven years, and eight years.

In its application, multiservice *ijarah* conducted by AMITRA FIFGroup uses the *ijarah* account, which is the transfer of goods or services through payment of wages or rent, without being followed by the transfer of ownership of the goods. In this case, the benefits provided must be explicitly recognized to eliminate ignorance (*jahalalah*), which will later cause disputes.

## Conclusion

The analysis of the Fatwa DSN-MUI on *Umrah* Financing at AMITRA FIFGroup shows that the existing financing for the management of *umrah* financing for prospective pilgrims begins at the time of registration for a multiservice financing application. In this case, the customer submits an *umrah* financing application to the AMITRA office or can be through SyAO or Syariah Account Officer. Thus, the financing model carried out on the initial deposit is a multiservice *ijarah*, and the contract used followed Fatwa DSN-MUI No. 44/DSN-MUI/VIII/2004

on Multiservice Financing. As can be seen from the determination of *ujrah* by AMITRA FIFGroup Indonesia does not use a percentage but uses nominal, and AMITRA FIFGroup Indonesia has admitted that the contract used for *umrah* financing is not *kafalah*, but *ijarah* multiservice.

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