

# ANALYSIS OF SYARIAH CREDIT CARD FROM ISLAMIC ECONOMIC PERSPECTIVE: EVIDENCE FROM BNI BANK IN INDONESIA

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## ABSTRACT

*The need for credit cards is currently influenced by two factors: 1) Excellence: simple and special discounts and rewards. 2) Easiness: money reserves, facilities and buy now pay later. BNI Bank is the first state-owned bank issuing Syariah Credit Cards. This product of PT. BNI Syariah Bank consists of three agreements: Kafalah, Qardh, and Ijarah. This study aims to analyze the implementation of Syariah Credit Cards at PT. BNI Syariah Bank Branch of Palu on the Islamic economic perspective. The research method is a qualitative method. Data obtained from documentation, observation, and direct interviews with the bank organizers. The findings denote that implementation of Syariah Credit Card at PT. BNI Syariah Bank Palu branch is started from the customer's request till the approval of the issuance of Syariah Credit Cards in accordance with Islamic economics perspective. Therefore, the implementation of Syariah Credit Card at PT. BNI Syariah Bank Branch of Palu is concluded to remain on the corridor recommended in Islamic economic.*

**Keywords:** Implementation, BNI Credit Card, Islamic Economic Perspective

## INTRODUCTION

Syariah banking establishment in Indonesia was spearheaded by Muamalah Bank of Indonesia in 1991, initiated by the Indonesian Ulema Council (MUI) and government and supported by Indonesian Muslim Scholars Association (ICMI) (Santo so and Sulhadi, 2015). Syariah banking in Indonesia is regulated in the Act Number 10 of 1998 concerning the amendment of the Act Number 7 of 1992 about Banking. Subsequently, in 1999 the Act Number 23 of 1999 concerning Indonesia Banking was approved, that Indonesia Banking could exercise monetary control based on Syariah principles (Rizvi, Narayan, Sakti & Syarifuddin, 2019). The act Number 10 of 1999 and the Act Number 23 of 1999 subsequently become the legal basis for the two banking systems (conventional and syariah bankings) side by side in providing banking services to public. The legal basis for syariah banking has become adequate with the issuance of Act Number 21 of 2008 concerning Syariah Banking.

Since 2000s the Syariah Banking in Indonesia began to develop along with several new products are introduced, including Syariah Credit Cards. Sulistyawaty (2012) is of the opinion that the need for credit cards is currently influenced by two factors: 1) Excellence; practical with special discounts and rewards. 2) Easiness; money reserves, facilities and buy now pay later. The benefits of using Syariah Credit Cards are more economical and no trigger excessive spending or Israf, no interest but fee (ujrahkafalah) in accordance with the agreement or contract with the cardholder as customer, no interest for late payment but penalties on bank billing fees and a certain percentage of the bill, as well as low administrative cost at merchant, based on the value of the transaction, so it is fluctuative (Çokgezen & Kuran, 2015).

BNI Bank became the first state-owned bank issuing Syariah Credit Cards. The Hasanah Credit Card is one of the products issued by Syariah Bankings and provides new innovation for Islamic Banking in Indonesia. Hasanah Card has its legal protection from Fatwa DSN No. 54/DSN-

MUI/X/2006. The official website of BNI Syariah confirms the product of three contracts: Kafalah, Qardh, and Ijarah, and the Credit Card can only be used for transactions in accordance with Syariah.

Syariah-Based Banking provides interest-free services to customers. Payment and withdrawal of interest are prohibited in all forms of transactions. Islam forbids Muslims from withdrawing or paying interest, it is usury. This prohibition distinguishes Islamic (Syariah) Banking from Conventional Banking (Wulandari & Subagio, 2015; Boubakri, Chen, Guedhami & Li, 2019). Syariah Credit Cards is considered as a way out of public fidgetiness with the practice of interest in Credit Card issued by Conventional Banks. In addition, the Syariah Credit Cards can be the alternative for Muslim people as a substitute for the Credit Cards applying interest system in operations.

The Credit Card of Syariah Banks in its operations may also have a negative impact on both customers and the issuing banks. It may encourage customers to be consumptive, improvident which is prohibited in Islam (Indah Nuhyatia, 2015; Abidin & Rusni, 2020). One mission of Syariah Banks is to encourage the creation of real sectors that absorb labor rather than creating a consumptive people (Gheeraert, 2014). If many Syariah Credit Cards are in problems, for example stuck in payment, then this may disrupt the main mission of Syariah Bank in encouraging the creation of real sectors. In addition, there is no interest for late payment and no collateral from the customers engendering no moral or material commitment for the customer to immediately pay his Syariah Credit Card Bill. Consequently, customers tend to postpone the bill payment. This may increase the risk of Non Performing Financing (non-performing loans) at the Syariah Banks that issue Syariah Credit Cards.

Society is still unfamiliar in understanding the Syariah Credit Cards issued by Islamic Banking. They deem Syariah Credit Cards similar with the credit cards issued by conventional banks. Therefore, it is interesting to study more deeply about this financing product and the focus of this study is to analyze the implementation of Syariah Credit Cards at PT. BNI Syariah Bank Palu Branch in Islamic economic perspective.

## **LITERATURE REVIEW**

### **Scope of Syariah Credit Cards (SCC)**

The term of credit card commonly used by economists and practitioners of Islamic banking is *bithlaqahq-I'timaniyyah*. Etymologically, the word *bithlaqah* means card. The "card" in grammar means is a small piece of paper or from other material on which explanation is written related to the piece of paper. Whereas, the word "I'timaniyyah" means mutual trust or safe conditions (Kristianti, 2014). Terminologically, a credit card is a type of payment instrument in lieu of cash, which at any time can be exchanged as desired in branch that can accept the credit cards from the bank or company that issued it, (Scholnick, Massoud, Saunders, Carbo-Valverde & Rodríguez-Fernández, 2008).

Credit card in legal view point has certain characteristics. This card consists of two contracts: financial transactions and credit agreements. This card has advantages and features not possessed by other cards: 1) It is considered an essential credit instrument, 2) the customer does not have to have an account at the Issuer Card Bank, 3) the cardholder is not required to immediately pay off his credit, 4) repayment is done by installments, 5) some banks issue this type of card for their customers without looking at their income (Worthington, Thompson & Stewart, 2011).

The restrictions on the use of Syariah Credit Cards are 1) not ending usury, 2) not discarding syariah in transaction, 3) not encouraging excessive spending (*israf*), 4) cardholders must have the financial capacity to pay off in time, and 5) not providing facilities on the contrary to syariah (Mustofa, 2015). The differences and similarities between Syariah Credit Card and Conventional Credit Card can be seen in the following table:

<b>Table 1</b> <b>SCOPE OF SYARIAH CREDIT CARDS</b>		
<b>Aspect</b>	<b>Syariah Credit Card</b>	<b>Conventional Credit Card</b>
<b>Similarity</b>	Credit card application requirements: personal Id, occupation, financial, and supplementary card	Credit card application requirements: personal Id, occupation, financial, and supplementary card
	The applicant's data analysis process refers to Bank Indonesia rules	The applicant's data analysis process refers to Bank Indonesia rules
	Applicant fulfills administrative requirements	Applicant fulfills administrative requirements
	Clear address	Clear address
	contactable phone number	contactable phone number
	Delve the history of other credit cards owned by the applicant	Delve the history of other credit cards owned by the applicant
	The output is a credit card in the name of the applicant	The output is a credit card in the name of the applicant
<b>Dissimilarity</b>	Legal basis: Banking Law, Sharia Banking law, Fatwa of National Sharia Supervisory Board	Legal Basis: Banking Law
	Issuer: Syariah Bank, PT. BNI Syariah Bank	Issuer: Conventional Banks
	Agreement: based on Kafalah, Ijarah, and qardh agreements	Agreement: based on interest
	Terms of use: only for transaction in accord with syariah	Terms of use: unlimited
	Bank income: annual fee, monthly fee, merchant fee, cash advance fee.	Bank income: annual fee, interest on nominal transaksi, merchant fee, and penalty for late payment
	Cash collateral is needed for Hasanah Card Classic, 10% of the limit	No Cash collateral

**Legal Basis for SCC and its Procedures**

The legal basis for Syariah Credit Cards is Fatwa DSN No. 54/DSN-MUI/ X/2006 (Ibrahim, 2010). This Credit Card is permitted in Islam as stated in QS. Al-Maidah [5]:1 concerning muamalah contracts. This verse explains about the fulfillment of promises or agreements. It is closely related to the implementation of Syariah Credit Cards. QS. Yusuf [12]: 72 concerning a person giving assurance to others explained that it is justified one to pay other people for a job and to guarantee for a trust. The Verses encouraging people not to over-spend the wealth is QS. Al-Furqan [25]: 67 which prohibits people from being excessive and stingy in spending their wealth.

The use of Syariah Credit Cards is in two contracts: 1) a contract between the Issuer Card and the cardholder based on the principles, requirements and the maximum credit limit given to the card holder, and 2) a contract between the bank issuer and the merchant who wants to be involved with this card system obliges the merchant to provide goods and services to the cardholder in accordance with the terms outlined in the agreement (Abdul Wahab, 2006; Djafar & Pongsibanne, 2018). The two contracts above (between the issuer cards and the cardholders and between the issuer cards and the merchant) are very important in the credit agreement framework.

Both contracts above are still tawaquf (inactive) until the cardholder uses it so that the third contract ensues between the merchant and the cardholder. If the parties have completed, the objectives to be achieved can be implemented. In accordance with the agreement between the issuer bank and the merchant, the merchant must then accept all types of cards issued by the bank whenever the card is shown by the cardholder in exchange for payment for the purchase of goods and services provided by merchant. The issuer bank sometimes participates in agreements with merchants with the aim of expanding certain designs, such as if the agreement outlines the necessity of merchant to accept any type of card issued by members of international card system and at the same time the merchant must accept it whenever one using the card. This card agreement becomes legally effective since the issuer bank has completed the process and the cardholder accepts the card in his name even though he has not used it.

## Islamic Economics Overview on SCC

Islamic economics in Arabic is termed as *al-iqtishad al-Islami* which literally means *al-qashdu*, middle and be fair, (Rozalinda, 2015; Hasjim, Arafah, Kaharuddin, Verlin & Genisa, 2020). Abidin & Pongsibanne (2018) state that Islamic economics is a social science that studies the economic problems of society which are inspired by Islamic values. In outline, some general principles in Islamic jurisprudence are: 1) any form of *muamalah* is permissible unless prohibited in the *Al-Quran* or *Sunnah*. 2) Allah is the only one having the right to forbid and justify a thing. Humans have the right to *Ijtihad*, interpreting what is explained by *Al-Quran* & *Sunnah*. 3) Thing being unclean (*najis*) and damaging human dignity and environment is *haram* (prohibited). 4) Thing rendering to *beharam* is *haram*. 5) Good intentions and desires cannot make something *haram* to be *halal* (permitted). 6) *Halal* and *haram* are in effect on those who are Muslim, sensible and independent. 7) A must to determine the priority scale in decision making (*Pusat Pengkajian dan Pengembangan Ekonomi Islam (P3EI)*, 2007).

In Islamic view point, the most important and essential value is *tauhid*. In its implementation, the *tauhid* value is translated into many values and there are three basic values that differentiate Islamic economics with others: 1) *Adl*: In *Al-Quran*, justice is mentioned in various terms such as *adl*, *qisth*, *mizan*, *hiss*, *qasd* or variations of indirect expression, and injustice are like *zulm*, *itsm*, *dhalal*, and others. In outline, justice is defined as a situation where there is equality of treatment in the law, equality of the rights of compensation, living properly, enjoying development and the absence of a disadvantaged party as well as a balance in every aspect of life. 2) *Khilafah*: The value of *khilafah* means responsibility as a substitute or emissary of Allah on earth. Human was created by Allah to be caliphate (*khalifah*) on the earth. In general sense, *Khilafah* is mandate and responsibility of humans for what has been empowered to him in the form of human attitudes and behavior towards God, other people, and the universe. In a narrow sense, it means human responsibility to manage the resources that Allah has authorized him to realize the maximum *maslahah* and prevent damage on earth. 3) *Takaful*: Islam teaches that humans are all brothers. This is what drives humans to realize good relations between individuals and society through guarantee by community or *takaful*. This community guarantee is assistance provided by community to disaster-stricken people or poor people. It is not only material, but also *ma'nawiy*.

## METHODOLOGY

The research is a descriptive research with a qualitative approach. It was conducted at PT. BNI Syariah Bank Palu Branch, address Jl. Jenderal Sudirman No. 7, East Palu District, Palu City, Central Sulawesi. The data are 1) primary data, obtained from field research at PT. BNI Syariah Bank Branch of Palu and 2) secondary data, obtained from library research in the form of legal materials consisting of: 1) primary legal materials: *Al-Qur'an Al-Maidah* verses 1 and 2, QS. Yusuf verse 72, QS. Al-Furqan, and QS. Al-Isra verses 27 and 2) Secondary Legal Material: literature books relating to the research problem and journals or theses relating to the title of this research (Kaharuddin, Ahmad, Mardiana & Rusni, 2020). The data collection techniques are observation, documentation, and interviews. The data were analyzed by data reduction, data presentation, and data verification. The data validity checking is applied to ensure the validity and credibility of the data. For this purpose, the techniques of Persistent Observation, Triangulation, and Member Check are used (Hamidi, 2005; Arafah & Kaharuddin, 2019; Ismail et al., 2020).

## FINDINGS AND DISCUSSIONS

### Products of PT. BNI Syariah Bank Palu Branch

The product provided by PT. BNI Syariah Bank Branch of Palu is divided into three: Consumptive Financing Products, Fund Products, and *iBHasanah* Card. Consumptive Financing

Products at PT. BNI Syariah Bank Branch of Palu includes 1) BNI Griya iBHasanah, a consumer financing facility to buy, build, renovate houses/store or to buy ready-to-build lots (SKB), 2) BNI Flexi iBHasanah, a consumer financing facility for employees or agencies to purchase of goods and use of services in accordance with Islamic Syariah, 3) BNI Multipurpose iBHasanah, a consumer financing facility to purchase of goods and use of service with collateral in form of residence, and 4) BNI Gold iBHasanah, a consumptive financing facility to buy gold bar in monthly regular payment.

Funding Products atPT. BNI Syariah Bank Branch of Paluinclude 1) iBHasanahSavings, a savings account with various e-banking transaction facilities such as Internet Banking, SMS Banking, and others. 2) iB Prima Hasanah Savings, a savings for high networth customers with more competitive profit sharing,savings with more benefits in form of greater cash withdrawal transaction facilities and airport Executive Lounge facilities in collaboration with BNI Syariah. 3) iBHasanah Business Savings, a savings account with more detailed transaction information and account mutations, competitive profit sharing, and various e-banking transaction facilities. 4) iBBaitullahHasanahSavings, a savings to plan Hajj (regular/special) and Umrah managed by Syariah with a free or monthly deposit system in Rupiah and USD as a means of BPIH payment to get certainty of leaving to the Hajj. 5) iTapenasHasanah Savings, a savings for future planning with a monthly deposit system and useful to help prepare future plans such as vacation plans, Umrah worship, education or other plans. 6) iBHasanah Current Account,a deposit in rupiah managed on Sharia principles with a means of payment in checks and transfer forms. 7) iBHasanah Time Deposits,futures investments for individual and corporate customers,the fund management is channeled through financing in Syariah principles and providing competitive profit sharing. 8) iB Tunas HasanahSavings, a savings for children and students under the age of 17 years. This savings is providing ATM card in the child's name and SMS notification to parents.iBHasanah Card is a SyariahCredit Card available at PT. BNI Syariah Bank. The superiorities of this iBHasanah Card are: nointerest system, more competitive monthly feeswith clear and competitive cash rebates.

**Implementation of SCC at PT BNI Syariah Bank Branch of Palu**

The procedures of submitting an application until approval of Sharia Credit Cards issuance are: 1) customer submits an application as a customer by fulfilling several requirements in the application form, 2) Bank analyzes the customer's application based on the received data, possibly carried out by BI Checking facility, and 3) the feasibly deemed is then followed up by the bank by issuing a credit card in the name of the applicant. The general requirements to be satisfied by the applicants/customers of Syariah Credit Cards are:

iBHasnah Card	Minimum Income	Primary Cardholder	Additional Cardholder
Hasanah Classic	Rp 36 Millions/year	Age min. 21 years, max. 65 years	Age min. 17 years, max. 65 years
Hasanah Gold	Rp 60 Millions/year	Age min. 21 years, max. 65 years	Age min. 17 years, max. 65 years
Hasanah Platinum	Rp 300 Millions/year	Age min. 21 years, max. 65 years	Age min. 17 years, max. 65 years

Source: PT. BNI Syariah Bank, 2015.

The required documents to get Syariah Credit Card are 1) Copy of Personal Identification Card (ID) or passport, original proof of income, copy of Deed of Establishment/SIUP/TDP for entrepreneurs, profession license for professionals. For a card limit of Rp50 million or more a NPWP is required. Costs to be fulfilled by applicants/customers of Syariah Credit Cards are presented:

	Classic	Gold	Platinum
Card Limit	Rp 4.000.000,-	Rp 10.000.000,-	Rp 40.000.000,-
	Rp 6.000.000,-	Rp 15.000.000,-	Rp 50.000.000,-
	Rp 8.000.000,-	Rp 20.000.000,-	Rp 75.000.000,-
		Rp 25.000.000,-	Rp 100.000.000,-
		Rp 30.000.000,-	Rp 125.000.000,-
			(max.Rp.900.000.000.
Source: PT. BNI Syariah Bank, 2015			

## a. Annual Membership Fee

	Classic	Gold	Platinum
Primary Card	Rp 120.000,-	Rp 240.000,-	Rp 600.000,-
Additional Card	Rp 60.000,-	Rp 120.000,-	Rp 300.000,-
Source: PT. Bank BNI Syariah, 2015.			

## b. Monthly Membership Fee

	Classic	Gold	Platinum
Category 1	Rp 118.000,-	Rp 295.000,-	Rp 1.180.000,-
Category 2	Rp 177.000,-	Rp 442.000,-	Rp 1.475.000,-
Category 3	Rp 236.000,-	Rp 590.000,-	Rp 2.212.000,-
Category 4		Rp 737.000,-	Rp 2.950.000,-
Category 5		Rp 858.000,-	Rp 3.687.000,-
			(max Rp26.550.000,-)
Source: PT. BNI Syariah Bank, 2015.			

c. Minimum payment=10% of the bill or according to installments.

d. Cash withdrawal fee Rp. 25,000 per transaction.

Syariah Credit Card must be used for transactions in compliant with syariah and not encourage excessive spend (israf). Furthermore, the cardholder must have financial ability to make repayments on time. The form of compensation is Cash Ribate. The percentage of Cash Ribate is exclusive in contract and therefore changeable at any time by the policy of BNI Syariah Bank. This is the reason why Syariah Credit Card is cheaper.

The agreements on Syariah Credit Card are 1) *Kafalah*, BNI Syariah is the guarantor of iBHasanah Cardholders for all payment obligations of the transaction between the iBHasanah Cardholder and the Merchant, and or cash withdrawals. For the purchase of *Kafalah*, BNI Syariah receives a monthly membership fee. 2) *Qardh*, BNI Syariah is guarantor of iBHasanah Cardholders for cash transactions using the card and loan fund transactions. 3) *Ijarah*, BNI Syariah is the service provider of payment system and services to iBHasanah Cardholder. On this *Ijarah*, the iBHasanah Cardholder is subject to an annual membership fee.

Facilities and easiness of Syariah Credit Card (iBHasanah Card) are 1) in compliance with syariah principles, because it functions as a credit card in accordance with syariah principles by using a *kafalah*, *qardh* and *ijarah* agreement and disallowed to use in immoral places. 2) Low Cost, because it applies the principle of fairness and does not adhere the interest-bearing principle. 3) Accepted throughout the world, because it functions as a credit card accepted in all places of business marked with Master Card and all ATMs with CIRRUS throughout the world. 4) Easiness of financing, because customers can pay the bill of Syariah Credit Card (iBHasanah Card) via BNI ATM, BNI Branch Offices, BNI Syariah. 5) SmartBill, because customers can pay the bill of TELKOM, TELKOMSEL, MATRIX, Xplor, Fren, Speedy, Indovision, First Media, Esia, IndosatM2 by autodebit every month. 6) E.Billing of Syariah Credit Card (iBHasanah Card) provides the cardholder easiness to access bills. 7) Tele Travel BNI, because Syariah Credit Card (iBHasanah Card) assist the cardholder to get plane ticket a for business trip, booking place of meetings/conferences or even vacation packages with family through the Tele Travel BNI facility. 8) Top up pulse 24 Hours & Smart Reload. Customers can top up pulse on urgent whenever and wherever they need by contacting BNI Call to top up. In addition, topping up can be done automatically every month through Smart Reload. In billing procedure of the credit card the customer is commemorated by telephone, then visited at home or at work and if no paying performed they customer will be blacklisted at BI Chenking.

### **Implementation of SCCat PT. BNI Syariah Bank on Islamic Economics Perspective**

The implementation of Syariah Credit Card at PT. BNI Syariah Bank is based on the Fatwa of National Syariah Board of Indonesian Ulema Council (DSN-MUI) No.54/DSN-MUI/X/2006 regarding the provisions of syariah card, namely provision of agreement, provision of fee, limitation, provision of *ta'widh* and fines, and closed conditions.

#### **a. Provision of Agreement**

The provision of agreement in Islamic perspective includes three things: *kafalah*, *cardh*, and *ijarah*.

#### **Kafalah Agreement**

*Kafalah* is the guarantor (*kahfi*) of the cardholder to the merchant for all obligations to pay (*dayn*) and or to withdraw cash in addition to the Bank or ATM of the Card Issuing Bank. From this *kafalah*, the card issuer receives fee (*ujrah*). *Kafalah* means *al-Dhaman* (guarantee), *hamalah* (burden), and *za'amah* (warranty) (Suwiknyo, 2010). Whereas, *kafalah* or *al-Dhaman* is etymologically explained by Islam scholars (*ulema*) as to combined *zimah* to other *dzimah* into billing, with soul, debt or substance or to combine *dzimah* in the main source of the debt (Hanafi Sect), people who are entitled to work on warranty of the burden giver as well as his own burdens united, bearing both the compatible work and the different work (Sect of Maliki), *Iltizam* of something obliged to others and the adjacency of imposed fines or *Iltizam* of person who has the right to present two assets (the owner) to the entitled person (Sect of Hanbali), an agreement establishing *Iltizam* of still rights on the other guarantee (burdens) or presents a charged burden substance or presents corpus by the entitled party to present (Sect of Syafi'i). *Kafalah* in the Sect of

Syafi'i above contains three meanings: al-kafalah-Dayn, al-Kafalah al-'Ain and al-Kafalah al-Abdan.

In Al-Quran, the law of Kafalah is explained in Q.S. Yusuf verse 72 (Ministry of Religion of the Republic of Indonesia). Prinsipium and requisite of Kafalah are: 1) Dhamin, kafil or za'im, that is those who guarantee must be baligh, ingenious, not prevented from spending wealth (mahjur) and performed by own volition, 2) Dhamin, kafilor za'im, *i.e.* the person who guarantees being baligh, ingenious, not prevented from spending wealth (mahjur) and performed by own volition, 3) Madmunlahu or makfullahu, that is the person who owes must recognized by guarantor, 4) Madmun 'anhu or Makful' andu, i.e. the person who is in debt, 5) Madmunbihi or Makfulbihi, *i.e.* debt, goods or people, is recognized and remains in good condition, whether it is fixed or will remain in its condition, and 6) Lafadz, it is implied that the condition of lafadz means to guarantee, not hung on something and does not mean temporary. There are two types of Kafalah: 1) Kafalah bi al-Wajhi (soul kafalah), a necessity for guarantor (al-Kahf, al-Dhamin, al-Za'im) to bring the person he bears to the one he promised warranty (Makfullah) and 2) Kafalah bi al-Mal (treasure kafalah), an obligation dhamin or kafilmust fulfilled with payment in form of treasure.

### **Qardh Agreement**

Qardh is the guarantee provider (muqridh) to the cardholder (muqtaridh) through cash withdrawals from the Bank or ATM of the Card Issuing Bank. In classical fiqh literature, qardh is categorized in aqdtathawwui or mutual assistance agreements and not commercial transactions (Ahmad Asy-Syarbasi, 1987). The qardh transaction is allowed by scholars based on the hadith of Ibn MajahHistory and Ijmaof ulema. Allah the Almighty in Q.S Al-Hadid verse 11 teaches us to lend something for "the religion of Allah".

The scholars have agreed that al-qardh is permissible. This ulema agreement is based on human nature who cannot live without help and assistance of others. Nobody has everything he needs. Therefore, borrowing has become a part of this life. Islam is very concerned about all the needs of people. The benefits of Qardh are 1) enabling customers in urgent trouble to get bailout, 2) Al-QardhAlAl-Hasan is also one of the distinguishing features between Islamic banks and conventional banks in which containing social missions and/or commercial missions, and 3) the societal mission improve good image and society loyalty of Islamic banks.

Hanafiyah scholars say that there is only one principium of qardh, namely Ijab (statement of lending) from the lender. However, Zufar ibn Huzail (728-774 AD), a fiqh expert of Hanafi, stated thatqabul is needed in this aqad. In jumhur ulama there are four: 1) the lender must be ingenious and capable to act in law, 2) the borrower must be ingenious and capable to act in law, 3) the object to lend is not the type of exhausted or destroyed item in use, and the goods to lend must be immediately on the bnorrowerauthorization. The benefits of borrowed goods include the permissible benefits (permitted in syara'), and 4) borrower'swords.

### **IjarahAgreement**

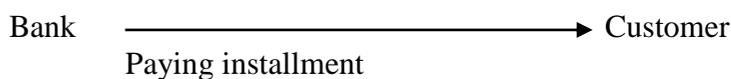
Ijarah is the service provider of payment system to cardholders. In this Ijarah, the cardholders are subject to a membership fee. Ijarah derives from the word al-ajru which means al-'iwadl, in English it means compensation and wages or ijarah is an agreement to edeploy the right of using goods or services by payment for leasing without redeployment of ownership (membership/milkiyyah) for the goods themselves (Suwiknyo, 2010). Islam scholars bear the meaning for ijarah as: 1)Hanafiyahdefines ijarah asan agreement to allow the acknowledged and intentional benefit ownership of a substance rented in return.2) Malikiyyah defines ijarah as names of agreements for humanitarian benefits and for some redeployable. 3)Shaykh Syihab al-Din and Shaykh Umairah define ijarah asan agreement for acknowledged and intentional benefit to give and allow it with currently acknowledged reward.4) Muhammad al-Syarbini al-Khatibdefines ijarah as"ownership of benefits in the presence of rewards and conditions" (Al-Jaziri, 1991).

Based on the definition of ijarah above, it can be concluded that Ijarah is exchanging for something in return: rent and wages. The legal basis is the commandment of Allah in QS. Al-Baqarah [2]: 233 (Ministry of Religion of the Republic of Indonesia). All people agreed and no one Islam scholar disputed this agreement (ijma), although some people are different in opinion but it is not considered important.

According to Hanafiyah scholars, the principium of IjarahisIjab (lease expression) and qabul (lease approval). However, jumhur of Islam scholars stated that there are 4 principiums of Ijarah: 1) Mu'jir and Musta'jir that those who make a lease agreement are baligh, sensible, capable of doing tasarruf (controlling property), and benefit each other. Mu'jir is the people who give wages and rents out, Musta'jir is the people who receive wages for doing something and those who rent something, 2) ShighatIjabQabul between mu'jir and musta'jir, 3) Ujrah (reward), both parties know the numbers, and 4) The goods leased must be of use.

In principle, Ijarah transaction is based on benefit redeployment. So, basically the principle of Ijarah is similar with the principle of buying and selling, but the difference is on the object of transaction. If buying and selling have goods in transactions, ijarah has services in transaction.

leasing service



At the end of leasing period, the bank may sell the items leased to the customer. Therefore, Syariah Banking has IMBT (Ijarah Muntahiyah Bit Tamlik), namely the lease is followed by redeployment of ownership, the rental price and the sale price is agreed at the beginning of agreement. In leasing goods, the money of leasing is paid when the agreement is made, except if the agreement is stated otherwise, the benefits of the goods being in ijarah transpire during the lease. If the Ijarah finishes, the tenant is obliged to return the leased property.

The sect of Hanbali believes that when Ijarah has ended, the tenant must release the goods and there is no necessity of returning to surrender, such as safekeeping.

### **Fee Provision**

Related to fee provision of Syariah Credit Card at PT. BNI Syariah Bank, Fatwa of National Syariah Council of Indonesia Ulema Majlis (2006) decided that: 1) Membership fees, card issuers are entitled to receive membership fees (rusum al-'udwiyah) including the extension of membership period of the cardholder as a reward (Ujrah) for permission to use card facilities, 2) Merchant fees, card issuers may receive fees from the price of transaction or service objects as wages/rewards (ujrah) for the intermediaries (samsarah), marketing (taswiiq) and billing (tahsil al-dayn), 3) Cash withdrawal fee, card issuers may receive cash withdrawal fee (rusumsahb al-nuqud) for the services and use of facilities with the amount of not related to the amount of withdrawal, and 4) Kafalah Fee, card issuer may receive fee from card holderas to give Kafalah. All forms of the fee must be determined at the time of the card application agreement clearly and permanently, except for the merchant fee.

### **Limitation (Dhawabithwa Hudud) of Sharia Credit Card**

Regarding the restrictions on Syariah Credit Card atPT. BNI Syariah Bank, Fatwa of National Syaria Council of Indonesia Ulema Majlis (2006) decided that: 1) Syaria Credit Card atPT. BNI Syariah Bank does not engender usury, 2) The card is not used for transactions unallowable in Syariah, 3) The card does not encourage excessive spending (Israf), by setting a maximum ceiling, 4) The cardholder must have the financial capacity to pay off on time, and 5) not provide facilities in contrast with sharia.

## Ta'widhand FinesProvisions

Fatwa of National Syaria Council of Indonesia Ulema Majlis (2006) about the Ta'widh and fines Provisions for the Syariah Credit Card at PT. BNI Syariah Bank is: 1) The card issuer can impose ta'widh, *i.e.* compensation for costs incurred by the card Issuer due to the delay of the cardholder in paying its due obligations, and 2) Late charge, the card Issuer may impose late payment penalties fully recognized as social funds.

## Closed Provisions

For the closed provisions, Fatwa of National Syaria Council of Indonesia Ulema Majlis (2006) regarding the Syaria Credit Card at PT. BNI Syariah Bank is that if one party does not fulfill its obligations or if there is a dispute between the relevant parties and no deliberation is reached, the settlement can be done by Syari'ah Arbitration Board or Devout Religious Court.

Based on the discussion above, the implementation of Syariah Credit Cards at PT. BNI Syariah Bank Branch of Palu has accorded with Islamic economic provisions by not engendering usury because no tyranny factor in it and also transparent in determining the agreement. The agreement and its limits are in accordance with the Islamic economic provisions made by MUI, namely: 1) Syariah Credit Card limitation at PT. BNI Syariah Bank are not used for transactions unallowable in syariah, does not encourage excessive spending (*israf*) by setting a maximum ceiling, and the cardholders of Syariah Credit Card must have financial capacity to pay off on time. 2) Syariah Credit Card Limitation established by MUI does not engender usury and does not provide facilities on contrary to syariah.

## CONCLUSION AND LIMITATIONS

Implementation of Syariah Credit Card at PT. BNI Syariah Bank Branch of Palu starts from the customer's request till the approval of Syariah Credit Cards issuance in accordance with Islamic economics perspective. In this case, PT. BNI Syariah Bank Branch of Palu uses three agreements based on Fatwa (DSN-MUI) No.54/DSN-MUI/X/2006 concerning the provisions of Syariah Credit Cards, *viz.* agreements of Kafalah, cardh, and ijarah. In the implementation of Syariah Credit Cards, PT. BNI Syariah Bank Branch of Palu close tightly the risk possibly engendering usury by temporarily closing the Syhariah Credit Card until the cardholder pay off his bill. The closure is also carried out if there is detected transaction unallowable in Syariah such as spending on alcohol, pork and at night entertainment venues and so on.

PT. BNI Syariah Bank has implemented the limits on using the Syariah Credit Cards based on the type of card used by customers. In card issuance process, the customer's financial capability and standards have been tested based on the type of card the customer wants to avoid bad credit, which of course is detrimental to both parties. With the implementation of the five limitations (Dhawabithwa Hudud) of Syariah Credit Card, the implementation of Syariah Credit Card at PT.BNI Syariah Bank Branch of Palu remains on the recommended corridor in the Islamic economics.

This study is limited to the use of Syariah Credit Cards at BNI Syariah Bank Branch of Palu so the results could not provide general conclusions relating to the implementation of Syariah Credit Cards in Islamic economics perspective. Therefore, further research is needed involving all Syariah Banks that use Syariah Credit Cards to reveal the application of Islamic law in the use of Syariah Credit Cards in Syariah Banks. In addition, more intensive socialization is needed to prospective users of Syariah Credit Cards, especially the lower middle class.

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