

POSTNATAL MEDICAL CLAIMS BY MIDWIVES THROUGH SOCIAL SECURITY IN KEMBANG TANJONG PIDIE: AKAD KAFALAH ANALYSIS

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Abstract

This study was motivated by the phenomenon of postpartum medical service claims submitted to the Social Security Agency (BPJS) in Kembang Tanjong Subdistrict, Pidie Regency, which directly affects the financial burden on independent midwives. In practice, midwives often have to cover the cost of patient treatment in advance before the claim funds are disbursed. The purpose of this study is to analyse the compatibility between the BPJS postnatal medical service claim system and the concept of *kafalah* in fiqh muamalah, as well as to identify the forms of risk coverage provided by midwives to patients. This study uses a qualitative method with a normative sociological approach. The results show that the BPJS claim system in the region substantially reflects the values of *kafalah*. Still, its implementation does not fully meet the principles of clarity (*bayān*) and justice (*‘adl*). Delays in claim payments and the layered bureaucracy within community health centres are the main factors contributing to an imbalance between the insurer’s rights and obligations and those of medical personnel. Nevertheless, the actions of midwives who continue to provide services even though they have not yet received payment reflect the value of *ta’āwun* (mutual assistance) in Islam.

Keywords: BPJS Health, Childbirth, Medical Service Claims, and *Kafalah* Agreement

INTRODUCTION

Kafalah is a type of contract in Islamic law that is categorised as an akad *tabarru'*, which is a contract based on mutual assistance without the orientation of profit. This contract is used to guarantee or bear the obligations of another party, whereby a guarantor (*kāfil*) provides assurance to a third party that the party being guaranteed (*makfūl 'anhu*) will fulfil their obligations. Under the *kafalah* contract, the first party need not worry about the second party violating the agreement, as the third party, the guarantor, guarantees it. This concept illustrates the spirit of social solidarity and responsibility in the Islamic muamalah system.¹

Terminologically, *kafalah* is defined as the combination of one person's obligations with another's in terms of enforceable rights or obligations. This contract applies not only to debt but also to various other forms of obligation, such as responsibility for work, goods, or life. One form of *kafalah* recognised in fiqh muamalah is *kafālah bi al-'amal*, which is a guarantee for work or risks arising from an activity. Under this contract, the guarantor is responsible for any losses or risks incurred by the guaranteed party, whether in the form of loss, damage, or financial obligations as agreed.²

The principle of *kafalah* is widely implemented in modern Sharia-based guarantee and insurance systems. This concept refers to the risks faced by individuals or groups due to unexpected events, such as illness, accidents, or loss. In practice, *kafalah* serves as the basis for the Sharia health insurance system, including social security mechanisms such as the Social Security Agency for Health (BPJS) in Indonesia. Under this system, the guarantor institution acts as a *kāfil*, responsible for paying participants' health care costs in accordance with the provisions.³

The application of the *kafalah* principle within the BPJS institution reflects Islam's value of social responsibility. This institution is tasked with covering participants' medical costs under national health insurance. In this relationship, BPJS acts as *the kāfil* (guarantor), while patients are the

¹ Roos Nelly, "Wakalah, Kafalah, and Hawalah," *Juripol* 4, no. 2 (2021): 228-33, <https://doi.org/10.33395/juripol.v4i2.11138>.

² M. Syaikhul Arif and Siti Halilah, "Kafalah in the View of Islam," *Journal of Constitutional Law* 2, no. 2 (2019): 54-60.

³ Heri Irawan, *Islamic Banking Contracts* (FEBI IAIN Lhoksumawe, 2022). pp. 141-155.

guaranteed parties (*makfūl lah*), and medical personnel, such as midwives, act as service providers who are entitled to compensation.

In the author's research, the implementation of *kafalah* is evident in maternal and child health services, particularly in postnatal care. Based on interviews with several midwives, the medical service claim system through BPJS in the region is still manual, operated through the community health centre network. Midwives must submit reports of their actions, patient medical records, and proof of purchase of medicines that they have paid for in advance before claims can be submitted. This mechanism takes a long time, and claims can even take three to six months to be processed, depending on BPJS's internal policies in the region.⁴

This situation creates new problems for medical personnel, especially independent midwives, who must temporarily bear the financial burden. In this situation, midwives often become temporary guarantors for patients. Midwives and medical personnel in this area are also usually faced with emergencies that prevent them from checking patients' BPJS membership status. In such circumstances, they continue to provide medical services to save patients' lives, even though they know that the treatment costs may not be reimbursed.

Most patients understand that BPJS provides health cost protection, including childbirth, but with certain limitations. BPJS only covers costs at cooperating health facilities, while medical procedures not covered by the provisions or the purchase of medicines not on the official list are not always reimbursed.⁵ In cases like this, midwives often cover the costs in advance so that services can continue. Based on these issues, the author feels it is necessary to review how the postpartum medical service claim mechanism is implemented at the local level, as well as the form of risk coverage faced by midwives in accordance with the concept of *kafalah*.

⁴ Interview with Lindawati, Midwife at Citra Bangsa Clinic, Gampong Arun Asan Kumpang, on 12 August 2024. (n.d.).

⁵ Interview with Mursyida, Patient at Citra Bangsa Clinic, Arun Asan Kumpang Village, on 21 August 2024. (n.d.).

DATA AND METHOD

This study uses a qualitative research method with a sociological normative approach.⁶ This approach was chosen because the study not only analyzes the legal norms governing the social security system and kafalah contracts, but also examines empirical practices in the field, particularly the postnatal medical service claims system used by midwives in Kembang Tanjong District. The normative approach was carried out through an analysis of relevant laws and regulations, such as Law No. 24 of 2011 concerning the Social Security Administration Agency and Islamic legal provisions on *kafalah* contracts, while the sociological approach was used to understand how health workers and the community implement these norms. This study aims to analyse the suitability of the BPJS claim system for postnatal medical services under the concept of kafalah contract, as well as to assess the extent to which the coverage mechanism provided by midwives to patients reflects the principles of security and responsibility in fiqh muamalah.⁷ The data sources in this study consist of primary and secondary data. Primary data were collected through in-depth interviews with parties involved in the medical service system in Kembang Tanjong Subdistrict, namely independent midwives, patients, and network health centres that participate in the BPJS claim submission process. This field data was used to describe the administrative realities and financial responsibilities faced by medical personnel in the postnatal cost claim process. Secondary data were obtained through a literature review of various legal and literary sources, including classical and contemporary fiqh muamalah books, Law Number 24 of 2011, Law Number 40 of 2004 concerning the National Social Security System, and scientific journals and previous studies relevant to the theme of this study.⁸

⁶ Muhammad Siddiq Armia, *DETERMINING RESEARCH METHODS & APPROACHES IN LAW*, ed. Chairul Fahmi (Indonesian Constitutional Studies Institute, 2022).

⁷ Abu Bakar Rifa'i, *Introduction to Research Methodology* (Press UIN Sunan Kalijaga, 2021). p. 2.

⁸ Bambang Sunggono, *Legal Research Methods* (Rajawali Pers, 2009). p. 38.

RESULTS AND DISCUSSION

A. The Concept of *Kafalah* Contract

The word *kafalah* comes from the Arabic *kafala-yakfilu-kafālah*, which means to bear, guarantee, or take responsibility for a matter. In muamalah fiqh terminology, *kafalah* is defined as a person guaranteeing the obligations of another person, so that the guarantor (*kāfil*) is also responsible for fulfilling the rights of the third party (*makfūlah*). The guarantor assures that the obligations of the guaranteed party will be fulfilled, whether in the form of debt repayment, delivery of goods, or the performance of an obligation. *Kafalah* falls under the category of *tabarru'* contracts, which are contracts aimed at mutual assistance and the provision of benefits, not solely for material gain.⁹

The concept of *kafalah* has a strong foundation in Islamic law, grounded in the Qur'an, hadith, and *ijma'* of the ulama.¹⁰ The existence of this legal basis confirms that the liability or guarantee of a person's rights and obligations in an agreement is part of Islamic teachings that aim to realise justice, benefit, and a sense of security in transactions. The *kafalah* contract is a tangible form of social responsibility recognised by Sharia law, whereby a guarantor (*kāfil*) assists another party (*makfūl 'anhu*) by guaranteeing the fulfilment of the rights of a third party (*makfūlah*), whether in the form of debt, obligations, or personal presence.¹¹ One of the foundations that serves as a reference in *kafalah* is found in the Qur'an, Surah Yusuf, verse 72, which reads:

قَالُوا نَفْقَدُ صُوعَ الْمَلِكِ وَلِمَنْ جَاءَ بِهِ حِمْلُ بَعِيرٍ وَأَنَا بِهِ زَعِيمٌ

"They replied, 'We have lost the king's cup, and whoever can return it will receive (food equivalent to) the load of a camel, and I guarantee it.'" (Q.S Yusuf: 72).

⁹ Muhammad Arfan Harahap and Sri Sudiarti, "Service Contracts in Islamic Banking: Wakalah, Kafalah and Hawalah: A Review of Fiqh Muamalah Maliyah," *Reslaj; Religion Education Social Laa Riba Journal* 4, no. 1 (2022): 42–53, <https://doi.org/10.47476/reslaj.v4i1.482>.

¹⁰ Muhammad Achyar et al., "Islamic Law Review of Monopoly Practices in Modern Economics," *Al-Mudharabah: Journal of Islamic Economics and Finance* 5, no. 2 (2024): 288–308.

¹¹ Mardiah, "Hadiths on Services: Wakalah, Kafalah, Hawalah (Sociological, Philosophical, and Juridical Analysis)," *MUSHAF JOURNAL: Journal of Quranic and Hadith Sciences* 2, no. 3 (2022): 352–67.

This verse indicates that the action of someone who states, “I am the guarantor of that,” is a form of *kafalah*, which is a statement of willingness to bear the rights or obligations of another person. Exegetes such as Al-Qurthubi explain that this verse is evidence of the permissibility of *kafalah* because it contains the meaning of a valid guarantee of a liability. *Kafalah* is permissible under Islamic law as long as it is done willingly and does not involve fraud or *gharar*.¹²

The principle of *kafalah* in Indonesia is accommodated in Islamic finance and social security practices. Fatwa DSN-MUI Number 11/DSN-MUI/IV/2000 explains that *kafalah* is a guarantee given by the guarantor to a third party to fulfil the obligations of the second party. In the context of postnatal medical services, the *kafalah* mechanism is evident in the BPJS system, where the institution acts as a guarantor (*kāfil*) for participants' healthcare costs. Through social security, the community is protected from the financial risks of medical expenses.

Kafalah can be understood as a universal concept that has spiritual, social, and economic value. It fosters a sense of security for the guaranteed party, while strengthening the principles of justice and legal certainty in transactions. Its application in the medical service system shows that the values of *fiqh muamalah* remain relevant in responding to the needs of modern society without losing its basic principles.¹³

The pillars of *kafalah* consist of four main elements, namely *kāfil* (guarantor), *makfūl ‘anhu* (guaranteed party), *makfūl lah* (guaranteed rights), and *makfūl bih* (object of guarantee). These four elements must be present for the *kafalah* contract to be valid under Sharia law. The integration of these four elements makes the *kafalah* contract applicable in contemporary medical service systems. The conditions for a valid *kafalah* are determined by the *fuqaha* so that the contract is fair and binding. First, the *kāfil* must have legal competence (*ahliyyah*) and the ability to bear obligations. Second, the *makfūl ‘anhu* must have valid obligations according to Sharia law. Third, the *makfūl lah* must have a clear identity and have rights that can be claimed. Fourth, the *makfūl bih* must be something that has legal and economic value,

¹² Wahyu Akbar et al., “Optimisation of Sharia Banking Regulations in Developing the Halal Cosmetics Industry in Indonesia,” *Jurnal Ilmiah Al-Syir’ah* 22, no. 1 (2024): 1–12, <https://doi.org/10.30984/JIS.V22I1.2611>.

¹³ Ari Asriadi et al., “Analysis of Kafalah and Qardh in Indonesia,” *Edunomika* 8, no. 1 (2023): 1–10.

such as property or services.¹⁴

According to the Hanafi school of thought, *kafalah* is a combination of the guarantor's liability and the guaranteed party's, so that both parties share joint responsibility. Meanwhile, the Shafi'i school of thought considers the guarantor's responsibility to be independent, which means that the beneficiary of the guarantee can make a claim directly to the guarantor without having to claim the guaranteed party first. In addition to clarity, another requirement in a *kafalah* contract is mutual consent (*tarāḍin*) between the parties. There must be no element of coercion, fraud, or dishonesty in the contract process.¹⁵

The fuqaha scholars have diverse views on the nature and responsibilities of a *kafalah* contract. According to the Hanafi school of thought, *kafalah* is *dhamm al-ḡimmaḥ ilā al-ḡimmaḥ* (the combination of the obligations of two parties in one obligation). If the guaranteed party is unable to pay off the obligation, the guarantor is fully responsible. The Malikiyah school of thought views *kafalah* as a moral and legal commitment that obliges the guarantor to replace the guaranteed party in the event of default. Meanwhile, the Shafi'iyah school of thought emphasises that the guarantor's responsibility is independent and that the beneficiary of the guarantee has the right to directly sue the guarantor without going through an intermediary.¹⁶

Kafalah has flexible characteristics that allow it to be applied in non-traditional contexts such as public services. As long as the pillars and conditions are met, *kafalah* can be used in various fields, including health insurance, insurance, and credit guarantees. This shows that Islamic law is highly adaptable to the socio-economic dynamics of modern society.

Risk coverage in *kafalah* contracts is interpreted as the guarantor's responsibility for the possibility of default or inability to pay on the part of the guaranteed party. From the perspective of *maqāṣid al-syarī'ah*, the

¹⁴ Desycha Yudianti, "The Use of Kafalah Bi Al-'Ujah Contracts in Takeover Financing from an Islamic Law Perspective," *Maliyah: Journal of Islamic Business Law* 7, no. 1 (2017): 108–36.

¹⁵ Chairul Fahmi and Syarifah Riyani, "Islamic Economic Analysis of the Aceh Special Autonomy Fund Management," *Wahana Akademika: Journal of Islamic and Social Studies* 11, no. 1 (2024): 1, <https://doi.org/10.21580/wa.v11i1.20007>.

¹⁶ Alfis Apriyanti et al., "Kafalah in the Islamic Perspective: A Comprehensive Study of the Qur'an, Hadith, and Scholars and Its Implementation in Financial Institutions," *Al-Hasyimi: Journal of Hadith Studies* 1, no. 2 (2024): 23–35, <https://doi.org/10.63398/jih.v1i2.33>.

guarantor's responsibility in *kafalah* has the value of ḥifẓ al-nafs and ḥifẓ al-māl, as it protects life and financial security. The views of the fuqaha indicate that *kafalah* is not only a legal instrument but also a moral mechanism that maintains the balance between rights and obligations.¹⁷ This makes *kafalah* a public legal instrument that governs the relationships among institutions, participants, and society.

The guarantor (*kāfil*) is obliged to bear all obligations if the guaranteed party fails to fulfil their duties. This falls under the category of *iltizām bi al-dayn* (commitment to debt). The guarantor's responsibility cannot be removed except by repayment, release from the recipient of the guarantee, or the end of the contract period. The calculation of losses in a *kafalah* contract follows the principles of *'adl* (justice) and *musāwāh* (equality). In the event of a delay in payment of claims to midwives, the guaranteeing institution is obliged to bear moral and administrative compensation in accordance with the provisions. This principle ensures that all parties are protected and not disadvantaged.¹⁸

B. The Use of BPJS for Postnatal Medical Care at the Kembang Tanjong Pidie Subdistrict Midwife Clinic

The medical service system in Indonesia, through the Social Security Agency for Health (BPJS Kesehatan), is a concrete implementation of the *National Health Insurance (JKN)* as regulated in Law Number 24 of 2011. BPJS Health serves as a health financing guarantor for registered participants, including formal and informal workers, as well as recipients of government contribution assistance (PBI). Under this mechanism, participants are entitled to health services at primary health facilities (FKTP) such as community health centres, clinics, and doctors'/midwives' practices that collaborate with BPJS, and can be referred to advanced health facilities if necessary.¹⁹

The medical service claim system under BPJS is based on the prospective payment system, using the Indonesia Case-Based Groups

¹⁷ Eka Mei Purwaningsih, "Analysis of Joint Liability for the Risk of Small and Medium Business Capital Loan Default from the Perspective of Kafalah Law (Case Study of the Tirta Sari Pertiwi Savings and Loan Group in Campursari Village, Sambit District, Ponorogo Regency)" (IAIN Ponogoro, 2024). p. 70

¹⁸ *Ibid.*,

¹⁹ Rina Deviana Alit et al., "Java-Based Medical Service Information System for Patients at Insani Citeureup Clinic," *Innovation in Research of Informatics (INNOVATICS)* 2, no. 1 (2020): 16–21.

(INA-CBGs) method, meaning each medical service has a specific cost standard set by the government. After the service is provided, the health facility submits a claim to BPJS by attaching administrative documents and proof of service. BPJS then verifies the completeness and accuracy of the claim before payment is made. This process aims to maintain accountability and prevent fictitious or excessive claims.²⁰

In the context of midwifery services, the BPJS claims system covers all stages of care for pregnant women, including the postpartum period. Childbirth services provided by midwives in primary health facilities are an essential part of this system, as they reflect the government's efforts to expand access to reproductive health for the community. In addition to technical aspects, the BPJS claims system also requires good coordination between medical personnel, health facilities, and the community health centre network. Midwives who serve BPJS participants must report these services through an integrated claims information system. Delays in data entry or administrative errors can result in claims being rejected or delayed. Data accuracy is key to the success of the medical service claims process.²¹

BPJS Health regulations are rooted in Law No. 40 of 2004 concerning the National Social Security System (SJSN) and Law No. 24 of 2011 concerning the Social Security Administration Agency (BPJS).²² Both laws stipulate that every Indonesian citizen is entitled to social security to meet their basic needs for a decent life, including in the field of health. Article 13 of the BPJS Law obligates BPJS to provide health care services to all participants in a fair, efficient, and sustainable manner.²³

Presidential Regulation No. 82 of 2018 concerning Health Insurance serves as the technical guideline for the implementation of the JKN programme. It explains that health services must be provided through health facilities that collaborate with BPJS, while the claim mechanism must go through the official information system established by BPJS. BPJS is fully

²⁰ Erlin Sri Mulyani et al., "Designing an Information System for Completing BPJS IGD Claim Files Using the Waterfall Method at Muhammadiyah Hospital Bandung," *Journal of Informatics and Information Systems* 9, no. 3 (2022): 1784–98.

²¹ Normasatwati Tarigan et al., "Analysis of the Policy on the Relationship between BPJS Health Providers and Independent Midwives as a Network," *Prima Medika Sains Journal* 2, no. 1 (2020): 18–23, <https://doi.org/10.34012/jpms.v2i1.974>.

²² Law of the Republic of

²³ Law of the Republic of Indonesia Number 24 of 2011 concerning the Social Security Administration Agency.

responsible for verifying and paying claims to health facilities, including community health centres and maternity clinics.²⁴

Medical personnel, such as midwives, are also covered by the relevant regulations contained in Minister of Health Regulation (Permenkes) No. 28 of 2014 concerning Guidelines for the Implementation of the National Health Insurance Programme. This Permenkes stipulates that midwives who provide services to JKN participants must be part of the primary health facility network. Midwives cannot submit claims directly to BPJS without going through the community health centre as the parent facility. This aims to ensure quality control of services and prevent misuse of health insurance funds. Additionally, BPJS Health Regulation No. 1 of 2014 on the Implementation of Health Insurance explains that the medical service claim process must be supported by proof of service, medical records, and a verification letter from the primary health facility. This mechanism reinforces the administrative responsibilities of midwives and community health centres.²⁵

This regulation also has implications for the legal protection of medical personnel. Midwives who have provided services in accordance with the provisions are entitled to receive claim payments from BPJS within a reasonable time. In the event of a delay or rejection of a claim without a valid reason, midwives may file an objection in accordance with the administrative dispute resolution mechanism set forth by BPJS.

The BPJS claim system in Aceh Province has its own characteristics, as its implementation is aligned with regional regulations and sharia-based health service policies. The Aceh government, through the Health Office, collaborates with BPJS Kesehatan Wilayah Aceh to ensure that the implementation of National Health Insurance is in accordance with local wisdom and Islamic law. In Aceh, the BPJS claim process for postnatal services is also conducted through the community health centre network. Independent midwives cannot submit claims directly to BPJS, but must go through the community health centre as the primary facility. The community health centre is responsible for verifying and validating the midwife's report before forwarding it to the district BPJS office. This procedure is intended to ensure quality control of services and to ensure that medical procedures are carried out in accordance with national

²⁴ Presidential Regulation of

²⁵ Ministry of Health Regulation

midwifery service standards.²⁶

Postnatal medical services are part of a series of midwifery services guaranteed by BPJS Kesehatan. These services include assessing the condition of mothers after childbirth, treating postpartum complications, providing vitamins, and providing reproductive health education. In the BPJS system, these services are categorised as *maternal and child health (KIA) services* that must be available at primary health facilities.

Technically, after the service is provided, the midwife or health facility must prepare a service report and input the data into the BPJS claims system through the *P-Care* application. The documents attached include participant identity, medical records, and proof of medical procedures. After verification by the community health centre as the leading network, the claim files are sent to the BPJS office for review. If all data is declared valid, payment is made directly to the health facility's account.²⁷

Based on interviews with midwives at clinics across the Kembang Tanjong sub-district, the claims system in that area is still manual through the network of health centres. Midwives must submit claim files comprising treatment reports, patient medical records, and proof of purchase for medicines they have paid for in advance. This claims process often does not go as expected. One of the main obstacles health workers face is delays in claim disbursements. Payment can take 3 to 6 months, depending on the completeness of the documents and the BPJS's internal policies in the local area. Many midwives admit they face difficulties because they have to cover the costs of their patients' deliveries while waiting for the funds from the claim to be disbursed. Nevertheless, the BPJS claim system remains valuable because it provides payment certainty for medical personnel. Once the claim has been verified and approved, payment is made in full, with no deductions.²⁸

Midwives in Kembang Tanjong Subdistrict have a dual role in medical practice: as health workers and as temporary guarantors for

²⁶ Nira Una et al., "Determinants of Health Service Utilisation by BPJS Participants Receiving Premium Assistance at the Piyeung Community Health Centre, Aceh Besar Regency, 2024," *INSOLOGI: Journal of Science and Technology* 4, no. 3 (2025): 313–21, <https://doi.org/10.55123/insologi.v4i3.5230>.

²⁷ Ajeng Setianingsih and Hidayani Hidayani, "Satisfaction of Postpartum Mothers Using BPJS Health Insurance in Hospital Inpatient Rooms," *Scientific Health Journal* 17, no. 1 (2018): 33–38, <https://doi.org/10.33221/jikes.v17i1.45>.

²⁸ Interview with Lindawati, Midwife at Citra Bangsa Clinic, Gampong Arun Asan Kumbang, on 12 August 2024.

patients who need postnatal care. When patients require additional medicines beyond the BPJS standard, midwives often cover the purchase costs in advance. This is done to ensure patient safety and comfort, especially in emergencies or when medical complications arise.²⁹

Midwives are also responsible for follow-up services, such as checking stitches, monitoring the mother's condition, and providing breastfeeding consultations. All of these services are included in the postnatal care category, as defined by BPJS standards. However, due to limited operational funds, midwives are often unable to provide maximum service if claims have not been paid. This affects the quality of maternal and child health services at the village level. The form of the coverage supplied by midwives should not be borne entirely by individuals, but should be the responsibility of the guaranteeing institution. By improving the claims mechanism, the financial burden on midwives can be reduced, and the healthcare system will run more effectively.³⁰

C. Review of *Kafalah* Agreements on BPJS Medical Service Claims and the Form of Coverage Provided by Midwives to Patients

The *kafalah* contract in Islamic law plays a vital role in guaranteeing one's responsibility for another party's obligations. In the modern muamalah system, the principle of *kafalah* is applied not only to financial institutions but also to social institutions, such as health insurance agencies. In the context of postnatal medical services provided by BPJS, the relationship among BPJS, medical personnel, and patients can be analysed through the lens of the *kafalah* contract, which guarantees the rights and obligations of the parties.³¹

Kafalah is terminologically defined as a guarantee of a person's obligations, whether in the form of financial obligations or specific responsibilities. In the context of medical services, BPJS acts as the guarantor (*kāfil*), midwives as service providers, and patients as the guaranteed parties. This structure demonstrates the close relationship between administrative aspects and Sharia moral principles grounded in

²⁹ *Ibid.*,

³⁰ *Ibid.*,

³¹ Ilham Fahmi and Rosyidah Umu, "Analysis of Supplementary Contracts in Sharia Accounting," *Jurnal Istiqro* 11, no. 2 (2025): 136–50, <https://doi.org/10.30739/istiqro.v11i2.3999>.

justice and responsibility.³²

Based on the study results, the medical service claim system in Kembang Tanjong Subdistrict, Pidie Regency, remains manual and tiered. Midwives must submit reports of actions taken, proof of purchase of medicines, and patient medical records to the network health centre before the files are forwarded to the BPJS office. This layered system often results in delays in the disbursement of claim funds of up to three to six months. These delays indicate a postponement of responsibility from the insurer to the insured.

One requirement for *kafalah* to be considered valid is the fulfillment of the promised obligations. When claim payments are delayed without certainty as to when they will be made, the clarity of the contract is compromised. This can be categorised as a form of administrative *gharar* that must be minimised for the guarantee system to remain valid under Sharia law. *Kafalah* emphasises the principles of clarity, fairness, and mutual trust. In medical service practice, these principles must be reflected in the relationship between BPJS, as the guarantor, and midwives, as the implementers. When one party experiences uncertainty, the balance of rights and obligations becomes disproportionate, potentially leading to injustice.³³

Midwives in Kembang Tanjong Subdistrict often have to cover the cost of medicines for patients whose treatment is not covered by BPJS standards. In fiqh muamalah, this action can be interpreted as temporary *kafalah*, in which midwives temporarily take over the guarantor's responsibility until the guarantor institution fulfils its obligations. Although this action is based on good intentions and professionalism, it indicates, systemically, an imperfection in the implementation of the leading guarantor's responsibilities.³⁴

³² Tentiyo Suharto, "Fiqh of Islamic Banking: Implementation of Contract Design Schemes for Murabaha, Mudharabah, Musyarakah, Ijarah, Hawalah, Kafalah and Hiwalah in Islamic Financial Institutions and Banks in Indonesia," *JBIF MADINA* 6, no. 1 (2025): 58–66.

³³ Apriliani Filla Mahfudloh et al., "Analysis of the Use of Kafalah Bi Al-'Ujrah Contracts in Bsi Hasanah Card Products at Bank Bsi – Kcp Uinsa Surabaya," *Journal of Islamic Economics* 6, no. 1 (2024): 32–45.

³⁴ Chairul Fahmi, "The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia," <https://doi.org/10.1177/11771801241235261> 20, no. 1 (2024): 157–66, <https://doi.org/10.1177/11771801241235261>.

This situation creates an additional financial burden for medical personnel. Many midwives admit to having difficulty meeting the operational needs of their clinics because claim funds have not been disbursed for a long time. In the context of *kafalah* contracts, this condition reveals an imbalance between the principle of justice (*al-'adl*) and its implementation. The guarantor (BPJS) should fulfil its obligations promptly to maintain a balance of rights and obligations between the parties involved.³⁵

Delays in claim payments can also have a domino effect on the quality of health services. Midwives under financial pressure may not be able to provide optimal care to postpartum patients. From the perspective of *maqāṣid al-syarī'ah*, this situation hinders the realisation of the main objectives of muamalah, namely protecting life (*ḥifẓ al-nafs*) and protecting property (*ḥifẓ al-māl*). The health insurance system should protect both aspects simultaneously.³⁶

One of the main principles of *kafalah* contracts is the guarantor's complete guarantee of the coverage. BPJS, as a guarantee institution, is obliged to provide certainty to medical personnel regarding the timing and mechanism of claim payments. When this mechanism is not transparent, the *kafalah* contract loses one of its elements, namely clarity (*bayān*).³⁷

The relationship between BPJS, community health centres, and midwives can be analysed as a form of layered *kafalah*. In this system, the main guarantor (BPJS) involves other parties (health centres) to assist with verification and administrative processes. Although this system is intended to maintain data accuracy, in practice, it often causes delays and inefficiency due to the long bureaucratic chain. As a result of this layered system, responsibility for ensuring payments is usually delayed at the administrative level.

³⁵ Ilmia Rofi et al., "The Principle of Fairness in Compensation for Home-Based Garment Workers," *Journal of Economic and Islamic Research* 2, no. 2 (2024): 206–28, <https://doi.org/10.62730/journalofeconomicandislamicresearch.v2i2.84>.

³⁶ Sinta Desiani, "The Implementation of BPJS Services under Law Number 24 of 2011 Articles 3 and 4 in Review of Maqasid Syariah (Case Study of the Muara Langkap Village Health Centre, Bermani Ilir District, Kepahiang Regency)" (IAIN Curup, 2024). p. 88.

³⁷ Siti Umi Kulsum et al., "The Role of Kafalah Contracts in Sharia Pawnshop Products on the Implementation of Guarantees and Risk Mitigation," *Ad Diwan* 3, no. 2 (2024): 98–107.

Midwives in Kembang Tanjong demonstrate strong dedication to serving the community despite delays in claims processing. Their actions reflect the value of mutual assistance (*ta'āwun*) recommended in Islam. However, a slow system can erode professionalism if it is not balanced with responsibility from the guaranteeing institution. *Kafalah* requires a balance between rights and obligations to create a sense of security for all parties. BPJS has a moral and administrative responsibility to ensure that medical personnel are not disadvantaged.³⁸

The health insurance system must be directed towards achieving public benefit. This benefit can only be achieved if the rights of medical personnel and patients are equally protected. Claim delays and administrative uncertainty can hinder this goal, so comprehensive reform of claim management is needed. The Regional Government Coordination Agency () and BPJS Aceh are necessary to improve the claim administration system and take positive steps. Training and data digitisation efforts are ways to implement the value of *ishlāḥ*, or improvement, in the *muamalah* system. Their implementation must be accompanied by strict supervision so that the benefits are truly felt at the implementation level.

Claim delays not only have a financial impact but can also hamper the continuity of maternal and child health services. Midwives who lack funds may be unable to purchase necessary medical equipment, thereby threatening patient safety. This clearly contradicts the value of protecting life in *maqāṣid al-syarī'ah*. A sound health insurance system must balance social and economic interests. When insurance institutions fulfil their obligations promptly, medical personnel can work calmly and professionally.³⁹

Kafalah is essentially a form of social responsibility oriented towards distributive justice. This justice must be reflected in equal rights for participants, medical personnel, and guaranteeing institutions. Weaknesses in the system or slow, bureaucratic processes should disadvantage no party. To realise an ideal *kafalah* system, administrative reforms emphasising speed, accuracy, and transparency are necessary. BPJS must ensure that claims are paid within a reasonable time, while community health centres

³⁸ Setiya Afandi, "The Principle of Ta'awun and Its Implementation in Sharia Insurance Institutions," *Madani Syariah* 5, no. 2 (2022): 132–40.

³⁹ Moh. Asra, "Implementation of Al-Kafālah Application in Sharia Financial Institutions in Indonesia," *Istidlal: Journal of Islamic Economics and Law* 4, no. 2 (2020): 74–84, <https://doi.org/10.35316/istidlal.v4i2.263>.

must strengthen their supervisory functions to prevent delays at the field level.⁴⁰

Based on the overall analysis, it can be concluded that the application of *kafalah* contracts in the BPJS claims system in Kembang Tanjong Subdistrict has substantially reflected the value of social security, but has not been optimal in its technical implementation. Delays in payment, layered bureaucracy, and lack of transparency remain significant obstacles. If improvements to this system are consistently made, there will be alignment between positive law, sharia principles, and the community's social needs. This will also strengthen the moral legitimacy of BPJS's sharia-compliant insurance as an insurance institution that carries out its functions in accordance with Islamic values.⁴¹

CONCLUSION

Based on the analysis results, it can be concluded that the postnatal medical service claim system through the Social Security Administration Agency (BPJS) in Kembang Tanjong Pidie Subdistrict shows that the implementation of the claim system still faces several obstacles, such as delays in fund disbursement that can reach three to six months and layered bureaucracy through the community health centre network, which creates a temporary financial burden that midwives must bear. This indicates that the coverage mechanism that is being implemented is not yet entirely in line with the principle of *kafalah*, which requires clarity (*bayān*), fairness (*'adl*), and timeliness in fulfilling obligations. Nevertheless, the BPJS system still has positive value because it provides payment guarantees and legal certainty for medical personnel and reflects the spirit of *ta'āwun* (mutual assistance) in public health services. The recommendation from this study is that the government and BPJS Kesehatan should implement comprehensive improvements to the claims system, particularly in digitisation and administrative efficiency, to minimise payment delays. Community health centres, as the leading network, need to strengthen their verification and supervision of midwives' reports through a transparent, integrated system. Thus, the synergy between modern regulations and the

⁴⁰ Destri Budi Nugraheni, "Analysis of the National Sharia Council's Fatwa on Wakalah, Hawalah, and Kafalah in Sharia Financing Company Services," *Journal of Legal Media* 24, no. 2 (2017): 124–36, <https://doi.org/10.18196/jmh.2017.0088.124-136>.

⁴¹ Achyar et al., "Islamic Law Review of Monopoly Practices in Modern Economics."

principles of fiqh muamalah can create a healthcare system that is fair, effective, and upholds the interests of the people.

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