

## **PROVISION OF SAHARA SAVINGS BONUSES AT BANK ACEH SYARIAH BANDA ACEH BRANCH**

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### **Abstract**

The purpose of this thesis or research is to find out the legal application of the Wadi'ah Yad Dhamanah bonus contract on Bank Aceh Syariah Sahara Savings and the obstacle factors in the implementation of the Wadi'ah Yad Dhamanah contract on the Sahara Savings. This research is a qualitative study with a statute approach, historical approach and conceptual approach which is descriptive in nature. Data obtained from observations and interviews. The results showed that, the application of the law of giving bonuses to the Wadi'ah Yad Dhamanah contract on Sahara Savings at PT Bank Aceh Syariah Banda Aceh Branch based on the data obtained and its implementation refers to the Fatwa of the National Sharia Council, the provision of bonuses is also based on the bank system, namely ALCO (Asset Liability Committee). As for the obstacle factors in its implementation in terms of products, there are no obstacles, but obstacles to customer understanding regarding the provisions of the contract used and also related to the adequacy of deposits to get a Hajj seat so that it affects the schedule for Hajj departure. From the above explanation, it can be concluded that the provision of bonuses can be done provided that it must be in accordance with the Fatwa DSN-MUI and other laws and regulations, so as not to cause problems in its implementation.

**Keywords:** Aceh, Islamic Bank, Bank Aceh Syariah, Indonesia, Savings, *Wadiah Yad Dhamanah*

## INTRODUCTION

Islamic banks are banks that are based on sharia principles in their operations, so that in Islamic bank transactions it is not allowed to use usury. Fatwa of the National Sharia Council Number 02/DSN-MUI/IV/2000 concerning Savings, states that savings that are justified are savings based on the principles of *mudharabah* and *wadi'ah*. Then it is strengthened in article 19 letter a of the Law of the Republic of Indonesia on Islamic Banking, which states that collecting funds in the form of deposits in the form of demand deposits, savings or other equivalent forms, which are based on *wadi'ah contracts* or other contracts that are not contrary to sharia principles.

The collection of these funds using a *wadi'ah* contract is in the nature of a deposit or deposit, so the customer is the depositor and the bank is the party being entrusted. In fiqh in a *wadi'ah* contract, the depositor does not get any benefit from the deposit activity, except for the provision of bonuses that were not agreed at the beginning of the contract. According to the National Sharia Council Fatwa Number 02/DSN-MUI/IV/2000 concerning Savings, in its general provisions it states that *wadi'ah* savings: first, must be in the nature of savings. Second, deposits can be taken at any time. Third, no reward is required, except in the form of a voluntary bonus from the bank.

Sharia Financial Institutions may offer and/or provide gifts in the context of promoting fund-raising products by following the provisions contained in the National Sharia Council (DSN) Fatwa Number 86/DSN-MUIIXIII-2012 concerning Gifts in Fund Raising for Sharia Financial Institutions.

According to Syafi'i Antonio, "*Wadi'ah* is a pure entrustment from one party to another, both individuals and legal entities that must be guarded and returned whenever the depositor wishes". In *wadi'ah* can include other people in maintaining the property, either by clear expression, action or gesture.<sup>1</sup>

In theory, the *wadi'ah* contract is divided into two, namely, *wadi'ah yad amanah* which is commonly called the trustee's hand and *wadi'ah yad-dhamanah* or commonly called the insurer's hand, *wadi'ah yad-amanah* is a deposit contract for goods or money in which the deposit recipient is not

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<sup>1</sup>Hulwati, *Islamic Economics Theory and Practice in Islamic Bond Trading in the Indonesian and Malaysian Capital Markets*, (Padang: ciputat press group, 2009), p. 106. 106.

allowed to use the entrusted goods and is not responsible for damage or loss of entrusted goods that are not caused by the actions or negligence of the deposit recipient, the deposit recipient only functions as a trustee who is obliged to keep the entrusted goods without utilizing them. As compensation, the trustee is allowed to charge a fee to the entrustee. Meanwhile, *wadi'ah yad-dhamanah* is a contract for entrusting goods or money in which the trustee can utilize the entrusted goods or money, and if there is damage caused by the trustee, the trustee must be responsible for the loss and all forms of damage that occur to the entrusted goods. However, if the bank or deposit manager benefits from the utilization of the deposited funds, of course the bank with its wisdom can provide incentives to the depositor in the form of bonuses.<sup>2</sup>

Regarding savings products that use a *wadi'ah* contract in Islamic banking, the contract used is a *wadi'ah yad dhamanah contract*. In this case, the customer acts as a depositor who gives the Islamic bank the right to use or utilize the deposited money or property, while the Islamic bank acts as the party entrusted with the deposited funds or money. As a consequence, the bank is responsible for the integrity of the deposited property and returns it whenever the depositor wishes. On the other hand, the bank is also fully entitled to the profits from the use or utilization of the funds or money. However, the bank may at its discretion provide a bonus to the depositor and the amount of the bonus is entirely at the discretion of the management of the Islamic bank because in principle the emphasis in this contract is on pure entrustment. The bonus may not be agreed upon in advance, either in writing or verbally.<sup>3</sup> However, in reality, Islamic banks will mention the provision of bonuses in opening a *wadi'ah contract* account as one of the attractions for customers because in terms of depositing customers do not want to deposit their money in Islamic banks if they do not get anything, therefore in practice banks provide bonuses to depositing customers.

The application of *wadi'ah* in the Islamic banking system in Indonesia, *wadi'ah* is one of the sources of capital in Islamic banking. Based on the largest source of capital other than authorized capital, *wadi'ah* has the

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<sup>2</sup> Muhammad Syafi'i Antonio, *Islamic Banking from Theory to Practice, 1st cet*, (Jakarta: Gema Insani Press, 2001), pp. 85.

<sup>3</sup> Bambang Murdadi, *Examining the Shari'ah of Wadi'ah Agreements in Islamic Bank Products*, Legal Media, Vol. 5 No, 2016, p. 68. 68.

characteristics that the deposited property or money can be utilized, the bank can provide rewards based on its management authority without any prior agreement and this deposit in banking can be equated with current accounts and savings.

*Al-wadi'ah* principle in Islamic banking refers to an agreement where customers deposit money in a bank with the aim that the bank is responsible for safeguarding the money and guaranteeing the return of the money in the event of a claim from the customer. As a consequence of the implementation of the *wadi'ah* principle, all profits generated from the deposited funds will belong to the bank and vice versa. As a reward for the customer, the depositor gets security against assets and other facilities.

The general provisions of this principle are:

1. Profits or losses from the distribution of funds belong to or are borne by the bank, while the owner of the funds is not promised a reward and does not bear losses. Banks are allowed to give bonuses to fund owners as an incentive to attract public funds but may not be promised in advance.
2. The bank must make an account opening contract which includes permission to distribute the deposited funds and other agreed terms as long as it is not contrary to sharia principles. Especially for current account holders, banks can provide checkbooks, bilyet giro and debit cards.
3. Upon opening this account, the bank may charge an administration fee to cover the costs actually incurred.
4. Other provisions relating to current and savings accounts apply as long as they do not conflict with sharia principles.

According to the fatwa of the Indonesian Sharia Council Number 86 / DSN-MUI / XXI / 2012, bonuses *are* given to customers in the form of promotional bonuses and bonuses on Third Party Funds (DPK), therefore it is necessary to study the implementation of bonuses on the Sahara Savings product of PT Bank Aceh Syariah in terms of the provisions for giving bonuses as regulated.

## **RESEARCH METHODS**

This type of research is qualitative research with descriptive analysis. Qualitative research is research whose purpose is to understand the phenomenon of what is experienced by the research subject.<sup>4</sup> The author will obtain research data from the field, in the form of oral data or written data or interviews to explain the phenomenon of the *Wadi'ah* contract at PT Bank Aceh Syariah, Banda Aceh Branch. The approach of this research is to use a legal or statutory norm analysis approach, as well as a conceptual approach, where the author proceeds from the views and doctrines that develop in legal science.

## RESULTS AND DISCUSSION

### Definition of *Wadi'ah*

In the Islamic fiqh tradition, the principle of entrustment or savings is known as the *al-wadi'ah* principle. *Al-wadi'ah* can be interpreted as a pure deposit from one party to another, both individuals and legal entities, which must be guarded and returned whenever the depositor wishes.<sup>5</sup>

According to the Hanafi school, *wadi'ah* is involving another person in taking care of property, either by clear expression, by action, or by gesture. According to the hambali, shafi'i and maliki schools (the majority of scholars), *wadi'ah* is authorizing another person to take care of certain assets in a certain way. *Al-Wadi'ah* or known as entrustment or savings, is a pure deposit from one party to another, both individuals and legal entities that must be guarded and returned at any time if the depositor wishes.

Meanwhile, banking economic figures argue that *wadi'ah* is a contract for entrusting goods or money to a party who is given trust with the aim of maintaining the safety, security and integrity of the goods or money. *Wadi'ah* according to article 20 paragraph 17 of the Sharia Economic Law complication is the deposit of funds between the owner and the deposit recipient who is trusted to keep the funds. The application of *wadi'ah* to the DSN-MUI fatwa Number 36 / DSN-MUI / X / 2002 concerning Bank Indonesia *wadi'ah* certificates.

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<sup>4</sup> Saiful Anwar, *Research Methods* (Yogyakarta: Student Library), 1998, p. 91.

<sup>5</sup> Muhammad Syafi'I Antonio, *Islamic Banking: From Theory to Practice*, (Jakarta: Gema Insani), 2001, p. 85.

After knowing the definition of *wadi'ah* from several scholars, it can be understood that what is meant by *wadi'ah* is entrustment, which is a contract between one person and another by entrusting an object to be properly guarded. If there is damage to the entrusted object, he is not obliged to replace it, but if the damage is caused by his negligence, he is obliged to replace it.

### Legal Basis of *Wadiah*

*Wadi'ah* that is applied has a strong legal basis, namely in Al-Qurannul karim:

Surah An-Nisa verse 58:

إِنَّ اللَّهَ يَأْمُرُكُمْ أَنْ تُؤَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا وَإِذَا حَكَمْتُمْ بَيْنَ النَّاسِ أَنْ تَحْكُمُوا بِالْعَدْلِ إِنَّ اللَّهَ نِعِمَّا يَعِظُكُمْ بِهِ إِنَّ اللَّهَ كَانَ سَمِيعًا بَصِيرًا

"Verily, Allah enjoins you to deliver the trust to those who are entitled to it, and (enjoins you) when you set a law among men to set it justly. Verily, Allah gives you the best teaching. Verily, Allah is all-hearing, all-seeing."

Surah Al-Baqarah verse 283:

وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْنَ مَقْبُوضَةً فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ ۗ وَلَا تَكْتُمُوا الشَّهَادَةَ ۗ وَمَنْ يَكْتُمْهَا فَإِنَّهُ آثِمٌ قَلْبُهُ ۗ وَاللَّهُ بِمَا تَعْمُونَ عَلِيمٌ ۝

"And if you are traveling (and do business not in cash) and you do not have a scribe, then let there be a bond held by the creditor. But if some of you trust others. But if some of you trust others, then let the trustee fulfill his trust and let him fear Allah his Lord, and do not conceal your testimony. And whoever conceals, then surely he is a sinner in heart, and Allah knows best what you do."

Fatwa of the National Shari'ah Council (DSN) Number 01/DSNMUI/IV/2000 concerning Savings.

First:

1. There are two types of savings: Savings that are not Shariah-approved, i.e. savings based on interest calculations.

2. Savings that are justified, namely savings based on the principles of *mudharabah* and *wadi'ah*.

Second: general provisions of savings based on *mudharabah*

1. In this transaction the customer acts as a *shahibul maal* or owner of funds, and the bank acts as a *mudharib* or *fund manager*.
2. As *mudharib*, the bank can conduct various kinds of business that are not contrary to sharia principles and develop them, including *mudharabah* with other parties.
3. Capital must be stated in its amount, in cash and not in receivables.
4. Profit sharing must be stated in the form of a ratio and stated in the account opening contract.
5. The bank as *mudharib* covers the operational costs of savings by using the profit ratio to which it is entitled.
6. The bank is not allowed to reduce the customer's profit ratio without the consent of the customer.

Third: general terms of savings based on *wadi'ah*:

1. Savings.
2. Deposits can be taken at any time (on call) or by agreement.
3. No reward is required, except in the form of a voluntary gift from the bank.

### **Rukun, Syarat, Sifat dan Characteristic *Wadi'ah***

#### a. The pillars of *Wadi'ah*

The pillars of *wadi'ah* are things that are related or that must be present in it which causes the *wadi'ah contract* to occur. The pillars of the *wadi'ah* contract according to the scholars of the hanafi mazhad are *ijab* and *qabul*, namely the depositor saying to another person, while according to the majority of scholars, the pillars of the *wadi'ah* contract are four, namely the two people who do the contract, the one who entrusts and the one who is entrusted, something that is entrusted and *sighah (ijab qabul)*. *Qabul* from the person entrusted can be in the form of memorization, for example, I accept it. It can also be an action that indicates it, such as when one person places property in another person's place, and the other person remains silent, then

the silence of the second person takes the place of *qabul*, as in the sale and purchase of *muathah*.<sup>6</sup>

b. Terms of *Wadi'ah*

The *wadi'ah* contract has two conditions, namely:

- 1) *Ijab* from the depositor and *qabul* from the custodian, either by word or deed. We have explained more than once that *ijab* and *qabul* are essential components. The mere permission of the owner to keep his property is not enough. Therefore, there must be an agreement between the owner's will and the guardian's will to safeguard the property.
- 2.) Both parties must be fit to make contracts relating to property. If an able-bodied person receives a deposit from a child or an insane person, he must guarantee the item even if it is not due to his fault or negligence.<sup>7</sup>

According to the Hanafi scholars, the two people making the *wadi'ah* contract must be of sound mind, so it is not valid to entrust a small child who is not of sound mind and a madman. Similarly, it is not valid to entrust a child who is insane and a child who is not of sound mind. It is not stipulated that it be said in this case, so it is valid to entrust a child who is allowed to sell, because this entrustment is something that is needed by a seller. Similarly, it is valid to entrust it to a child who is allowed to trade, because he is one of those who are used to guarding.

As for young children who are prevented from spending their wealth, it is not valid to accept entrustment from them, because generally these young children are not able to protect wealth. According to the majority of scholars, the *wadi'ah* contract also requires the things that are required in *wakalah*, such as adulthood, intelligence, and being able to manage the spending of assets. In a *wadi'ah* contract, the thing entrusted is required to be acceptable, so if a person entrusts a slave who is running away to a bird flying in the air or property that falls in the sea, the person entrusted is not obliged to provide *ganri* if something untoward happens to the entrusted thing.

c. Nature of *Wadi'ah*

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<sup>6</sup> Wahbah az-Zuhaili, *Fiqh Islam*, (Jakarta: Gema Isnani), 2001, p. 557.

<sup>7</sup> Muhammad Jawad Mughniyah, *Fiqh Imam Ja'far Shadiq*, (Jakarta: Lentera Publishers), 2009, p. 616.

*Wadi'ah* is an unusual contract, so both parties can cancel this contract at any time, because in *wadi'ah* there is an element of asking for help, so providing help is the right of the *wadi'i*. If he doesn't want to, there is no obligation to look after the deposit. If he does not want to, then there is no obligation to take care of the deposit. However, if the *wadi'i* requires the payment of some kind of administration fee, then this *wadi'ah* contract turns into an *ijaroh* rental contract and contains an element of custom. This means that the *wadi'i* must look after and be responsible for the entrusted goods. At that time the *wadi'i* cannot cancel this contract unilaterally because it has already been paid.

d. *The Wadi'ah* type has the following characteristics:<sup>8</sup>

1. The assets and goods that are entrusted are allowed and can be utilized by the one receiving the entrustment.
2. Because they are utilized, these goods and assets can certainly produce benefits. And there is no obligation for the depositor to give the results of the utilization to the depositor.
3. This product is the same as current accounts and savings accounts.
4. Conventional banks provide giro services as a reward calculated based on a predetermined percentage. As for Islamic banks, namely the provision of bonuses, may not be mentioned in the contract, but is truly a unilateral gift as a sign of gratitude from the Islamic bank.
5. The amount of the bonus is entirely at the discretion of the management of the Islamic bank. Because the emphasis is only on entrustment.

### **Type of Goods *Wadi'ahkan***

Items that can be *wadi'ahkan* are such as:

- a) Property, is an object that can be owned, controlled, cultivated, and transferred, both tangible and intangible objects, both registered and unregistered objects, both movable and immovable objects and rights that have economic value.
- b) Money, is anything that is generally accepted by society as a means of exchange or legal tender and its existence is regulated by law.

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<sup>8</sup> Ma'zumi, *Islamic Values in Economics*, (Serang: Banten Provincial Education Office), 2012, p. 124.

- c) An important document is a written or printed document that can be used as evidence.
- d) Valuables are objects that have a high economic value and are limited in number, requiring great sacrifice to obtain.

### **Provision of Bonuses in Islamic Financial Institutions**

Fatwa of the National Shari'ah Council (DSN) Number 86/DSN-MUI/IXIII 2012 concerning Gifts in Fund Raising of Islamic Financial Institutions.

First: Prize-related Conditions

1. Promotional gifts given by Sharia Financial Institutions (LKS) to customers must be in the form of goods and/or services, not in the form of money.
2. Promotional gifts given by LKS hams in the form of tangible objects, both haqiqi form and hukmi form.
3. Promotional gifts given by LKS hams in the form of permissible / halal objects
4. Promotional gifts given by LKS hams belong to the LKS concerned, not to the customer.
5. In the event that the fund storage contract is a *wadi 'ah contract*, then the promotional gift is given by the LKS before the *wadi'ah* contract is made.
6. LKS has the right to set conditions for the recipient of the gift as long as these conditions do not lead to the practice of usury.
7. In the event that the recipient of the gift breaks the conditions set by the LKS, the recipient of the gift must return the gift it has received.
8. The policy of giving promotional gifts and gifts on Third Party Funds by LKS must be regulated in the internal regulations of the LKS after taking into account the consideration of the Sharia Supervisory Board.
9. The Authority should supervise the policies of Sharia Financial Institutions regarding the provision of promotional gifts and gifts on Third Party Funds to customers, and their operations.

Second: Conditions related to How to Collect the Prize

- a.) Promotional gifts may not be given by LKS in the case of:
  1. provide personal benefits to officials of companies/institutions that deposit funds
  2. potential for the practice of riywah (bribery), and/or
  3. leading to usury in disguise
- b.) The provision of promotional gifts by LKS must avoid qimar (maisir), gharar, usury, and akl al-mal bit bathil.
- c.) The provision of promotional gifts by LKS may be done directly, and may also be done through a draw (qur'ah).

Third: Provisions related to Gifts in Third Party Fund Deposits (DPK) LKS may provide 'athaya gifts for customer deposits, with conditions:

1. Not promised as the substance of the Fatwa of the National Sharia Council (DSN) MUI Number OII/DSN-MUI/IIV/2000 concerning Giro, and Number 02/DSN-MUI/IIV 1/2000 concerning Savings.
2. Does not lead to the practice of disguised usury; and/or 3.
3. Must not be a custom (habit, 'Urf)

If one of the parties does not fulfill its obligations or if there is a dispute between the parties, then the settlement is carried out through a dispute resolution institution based on sharia after no agreement has been reached through deliberation.

#### ***Wadi'ah Bonus Calculation Method***

There are several methods that the Bank can use to provide *wadi'ah* bonuses, as follows:

- 1.) *Wadi'ah* bonus on lowest balance basis
- 2.) *Wadi'ah* bonus based on average daily balance
- 3.) *Wadi'ah* bonus on daily balance basis

Bonus is a management policy that applies equally to all *wadi'ah* deposits in Islamic Banks by considering the bonuses of other institutions in the market competition of microfinance institutions

#### **The Law of Giving Bonus on the *Wadi'ah Yad Dhamanah* Accord Sahara Savings PT. Bank Aceh Syariah**

PT Bank Aceh Syariah carries out its business activities as an Islamic financial institution that raises funds using contracts that are in accordance with fiqh contracts, including Sahara Savings (Sarana Haji dan Umrah) which uses a *wadi'ah yad dhamanah contract*. *Wadi'ah yad dhamanah* is a money deposit contract in which Bank Aceh Syariah may use and utilize the deposited money.

Tabungan Sahara is a savings product at PT Bank Aceh Syariah that uses a *wadi'ah yad dhamanah contract*, provided for individuals who wish to perform Hajj or Umrah, whether they have sufficient funds or not. Tabungan Sahara used to only focus on the Hajj and Umrah program, but currently in addition to preparing for Hajj and Umrah it can also save institutional funds such as Baitul Mal, Mosque Savings or other institutional bodies that only want to deposit funds without wanting profit sharing. To save on this Sahara Savings, prospective customers must open a savings account, opening a savings account is the first time the customer will become a savings customer.<sup>9</sup>

Provisions and requirements for Sahara Savings to provide convenience in providing services to customers, there are several provisions and requirements that must be met by prospective customers. provisions regarding wadi'ah savings are regulated by Bank Indonesia, but each bank regulates itself as long as the provisions made by Islamic banks do not conflict with Bank Indonesia regulations and the fatwa of the National Sharia Council. The terms and conditions of the Sahara Savings are as follows:

#### 1. Sahara Savings Opening

Sahara Savings opening is the beginning of the customer becoming a sahara savings customer. Before that, the bank will provide a form that must be completed by prospective customers to fill in identities such as name, place of birth, complete home address, customer telephone number, parent / close relative telephone number, biological mother's name, school, and signature. Prepare one of the names of relatives / relatives who are not at home, address and telephone number for emergency family data that can be contacted by the bank. After the form is filled in completely by the prospective customer, and agrees with the

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<sup>9</sup> Khairul Iksan, *Customer Service Bank Aceh, Personal interview*, Banda Aceh, on June 20, 2023

contract, the bank officer will check the completed form and then give a signature. The next step the officer lists the Sahara Savings account number and gives it to the prospective customer.

## 2. Minimum deposit amount

Each Islamic bank will require a minimum deposit at the time of opening. The amount of the first deposit depends on each Islamic bank. Bank Aceh Syariah makes a provision for a first deposit of Rp 500,000 and a minimum deposit for subsequent deposits of Rp 100,000.

## 3. Number of withdrawals

Sahara Savings withdrawal is a withdrawal of funds made by the customer. When withdrawing large amounts of money, although not limited, customers need to notify in advance. The supply of money in the bank is limited, so large withdrawals need to notify the bank in advance. And at Bank Aceh Syariah the withdrawal of money is limited to IDR 100,000,000, and the withdrawal fee between branches is IDR 20,000.

## 4. *Wadi'ah* savings balance

Each Islamic bank determines the policy on the minimum balance of *wadi'ah* savings. The amount of the minimum balance of savings depends on each Islamic bank. The policy on the minimum balance of *wadi'ah* savings is needed to close the savings account if the customer wants to close it. And in Bank Aceh Syariah Sahara Savings the minimum balance is IDR 50,000 and for account closure it is IDR 25,000.

## 5. *Wadi'ah* savings bonus

Islamic banks provide services in the form of bonuses. Determining the amount of *wadi'ah* savings bonus and how it is calculated depends on each Islamic bank. At Bank Aceh Syariah, the bonus is not promised at the beginning of the contract and the bonus has become a policy of the bank so it is not determined every month whether to get a bonus or not because the bonus was not promised at the beginning. This provision is based on DSN-MUI Fatwa Number 86 / DSN-MUI / XII / 2012, the fifth dictum that

LKS may provide gifts for customer deposits on condition that they are not promised as the substance of DSN-MUI Fatwa Number 02 / DSN-MUI / IV / 2000 concerning Savings.

**The mechanism for giving bonuses on Bank Aceh Syariah Sahara Savings is:**

1. Bank Aceh Syariah will check the customer's average daily balance in a month.
2. Bank Aceh Syariah will provide bonuses according to the rate calculation determined by the bank system. The *wadi'ah* bonus will automatically enter the customer's account based on the calculation determined by Bank Aceh Syariah at the end of the month.<sup>10</sup>

The provision of *wadi'ah* bonus rates is purely a policy of Bank Aceh Syariah Banda Aceh Branch. Factors that influence the policy include:

1. Based on the DSN MUI fatwa on savings that allows financial institutions to provide bonuses on *wadi'ah* savings.
2. *The wadi'ah* bonus rate is the rate given according to Bank Aceh Syariah's policy.
3. To attract customers to consistently save and increase deposit balances.
4. There is an ability to pay Bank Aceh Syariah to provide bonuses for *wadi'ah* deposits.
5. *Wadi'ah* deposits contribute to profit generation by channeling *wadi'ah* deposit funds in short-term financing sectors.

Sahara Savings is a low-cost fund for banks to use, because the bank has no obligation to share profits with customers. By contract, the bank may manage the funds and if the customer wants to withdraw the funds at any time the bank must always be ready to return the funds to the customer. But as long as the funds are not withdrawn by the customer, the bank may manage the funds. The bank manages the funds into financing, the funds are collected to the bank then the bank distributes the funds to other customers who need funds as business capital. With this principle, the depositor may mix the assets of the depositor with the assets of the

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<sup>10</sup> Khairul Iksan, *Customer Service Bank Aceh, Personal interview*, Banda Aceh, on June 20, 2023

depositor or the assets of other depositors, and then used for productive purposes for profit. The depositor is entitled to the profits earned from the utilization of the deposited assets and is fully responsible for the risk of losses that may arise.

Sahara Savings customers to get a *Hajj seat (estimated waiting list)* must deposit funds of Rp. 25,000,000. Deposit funds are stored and managed by Bank Aceh Syariah. However, from this management, customers do not get profit or profit sharing from Bank Aceh Syariah, Bank Aceh Syariah will provide bonuses according to agreed policies. This policy is based on the decision of the leadership of PT Bank Aceh Syariah and ALCO (*Asset Liability Committee*), they will decide whether the customer will be given a bonus or not. One of the bonuses is Baitul Mal, and if it is just ordinary savings for depositing funds for Hajj and Umrah preparations then it is unlikely to get a bonus.<sup>11</sup> The development of PT Bank Aceh Syariah Banda Aceh Branch in developing and increasing the collection of funds with a *wadi'ah* contract where the number of customers who use Sahara Savings reaches 2,888 customers.<sup>12</sup>

In Sahara Savings even though the deposit has not reached Rp. 25,000,000 to get a *Hajj seat*, customers can still withdraw these funds for other purposes. And if the savings have reached Rp. 25,000,000, the bank will immediately contact the customer to offer the *Hajj seat to the customer*, if the customer agrees to buy the *seat* directly, the funds will be transferred to the Indonesian Hajj Organizing Agency (BPHI) account and the Sahara Savings balance will be zero because the funds have been transferred to BPHI. The bank will immediately register the *seat* on behalf of the customer, if the customer does not want to buy the *seat directly* because there are other needs, it is permissible, so there are two alternative options that the customer can choose. At Bank Aceh Syariah, withdrawing Sahara Savings funds cannot use an ATM (*Automated Teller Machine*) because the function of this savings is only for depositing funds, if the customer wants to withdraw funds, the customer can withdraw it with a savings book and go to the bank *teller*.

PT Bank Aceh Syariah will provide a service reward in the form of a bonus in the form of money to selected customers, determining the amount

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<sup>11</sup> Khairul Iksan, *Customer Service Bank Aceh, Personal interview*, Banda Aceh, on June 20, 2023

<sup>12</sup> Data of PT Bank Aceh, Banda Aceh branch, dated March 30, 2023.

of *wadi'ah* savings bonus and how to calculate it based on the provisions issued by ALCO (*Asset Liabilities Committee*) and with the approval of the leadership. The bonus is given at the beginning of the month with the calculation of the average balance in the previous month, then the bonus will be transferred to the customer's account. The bonus has become a policy of the bank so it is not determined every month whether to get a bonus or not because the bonus was not promised at the beginning of the contract.<sup>13</sup> This is in line with DSN-MUI Fatwa Number 86 / DSN-MUI / XII / 2012 in the third dictum of the eighth point that the policy of giving promotional gifts and prizes for Third Party Funds by LKS must be regulated in the internal regulations of the LKS after taking into account the consideration of the Sharia Supervisory Board.

Bank Aceh Syariah in the Sahara Savings product currently does not provide promotional gifts to customers. However, promotional gifts can be given and must be in the form of goods / or services, not in the form of money. Gifts given must be tangible objects, both *haqiqi form* and *hukmi form*. The promotional gift given must be a permissible / halal object. And the promotional gift given must belong to Bank Aceh Syariah, not to the customer. This provision is based on DSN-MUI Fatwa Number 86/DSN-MUI/XII/2012 concerning gifts in the collection of funds for Islamic financial institutions in the second point on legal provisions explained that Islamic Financial Institutions may offer and / or give gifts in the context of promoting fund-raising products by following the provisions contained in this Fatwa.<sup>14</sup>

The *wadi'ah* bonus rate itself has a policy from the bank and is known as the *Equivalent Rate (EQ-Rate)*, which is an indication of the level of reward from an investment or collection of funds made by the bank. This *EQ-Rate* will fluctuate every month and will be determined by the system in accordance with the bank's income, this will determine the bonus rate that will be obtained. Suppose the bank's income is so much, then the bank will divide the funds into two, namely funds for customers and funds for bank income. The funds for customers will be divided into *EQ-Rate* which is expressed in the form of percentage (%), so it is not the bank that determines

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<sup>13</sup> Khairul Iksan, *Customer Service Bank Aceh, Personal interview*, Banda Aceh, on June 20, 2023

<sup>14</sup> Khairul Iksan, *Customer Service Bank Aceh, Personal interview*, Banda Aceh, on June 20, 2023

the bonus value but the system, the bank officer only submits a committee memo to conduct a study whether or not a bonus can be given and what are the considerations. This provision is the basic foundation of Islamic banks, because there is no interest calculation system per year like conventional banks with interest of 2.5% per year divided by 12 months. In Islamic banks, the value is uncertain, the calculation is based on the average balance at the end of each month, for example on July 30, then at night it will be calculated automatically by the system and will enter the customer's account.

The example of the calculation of the *wadi'ah* bonus on Sahara Savings is as follows:

The customer's initial balance of Rp. 5,000,000 was deposited on July 1, then on July 10 the customer made a withdrawal of Rp. 500,000. On July 15 the customer makes a deposit of Rp. 600,000, then the remaining temporary balance is Rp. 5,100,000. Then on July 17 the customer made another withdrawal of Rp. 800,000 and on July 25 also made a withdrawal of Rp. 1,000,000. The fraction will be like that, all of which will be accumulated by the computer system to draw an average percentage, namely the total balance divided by many transactions, namely 4 times. If the *wadi'ah* bonus rate is 0.25% and the average value of the balance is Rp. 825,000 then divided by 1,000 (per mile), the bonus value will be Rp. 2,625.

The bonus given by the bank is not so much, and the bonus will be subject to savings tax as per Minister of Finance Regulation Number 212/PMK.03/2018 concerning Income Tax Withholding on Deposit and Savings Interest and Bank Indonesia Certificate Discounts which sets a savings tax of 20% of the profit sharing or bonus received. So from the amount of the calculation of the bonus formula, 20% is deducted, then the bonus is transferred to the customer's account.

The bank will choose who deserves and deserves a bonus, if it is not too big an effect on the bank's business, it may not get a bonus. Suppose in one branch there are two or three customers who deserve and deserve a bonus because they have a big effect on the bank. And there are also customers who do not get bonuses, even though they have Sahara Savings and their savings are still running well.<sup>15</sup> All of these bonus rules apply to all branch units, each unit of Bank Aceh Syariah applies the same rules, so one branch in one bank work unit instructs all from the centralization center. Because it is impossible for the branch head to create a new policy,

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<sup>15</sup> Ascarya, *Islamic Bank Agreements & Products*, (Jakarta: Rajawali Pers), 2011, p. 44.

the bank is only an implementer. Bank Aceh has a Standard Operating Procedure (SOP). There are standard provisions that cannot be carried out by bank officers will be subject to sanctions.

PT Bank Aceh Syariah based on its study and implementation has guided the provisions of the National Sharia Council (DSN) regarding bonuses. Anything issued by Bank Aceh is basically a fatwa, but is translated into a Sharia Supervisory Board (DPS) opinion, so the bank cannot directly tow to the center because there is a DPS line so it must go through DPS to translate the fatwa into a DPS opinion. Then the fatwa is also translated by the Authority Regulation (POJK), the OJK will tow to the bank. Then OJK issues a POJK that must be obeyed by the bank.

### **Obstacle Factors in the Implementation of the *Wadi'ah Yad Dhamanah* Accord on Sahara Savings**

Giving bonuses on Sahara Savings products does not have too many obstacles, all procedures run well and in accordance with the predetermined provisions. Given that Tabungan Sahara is a Hajj and Umrah savings account where the savings itself saves for financing the needs of Hajj and Umrah. And the hope of some customers saving is indeed saving with Sahara Savings, so that Bank Aceh can facilitate getting a portion number or registration *seat* issued by the Ministry of Religion for Hajj pilgrims who register.

The constraining factor that sometimes arises in the implementation of the *wadi'ah yad dhamanah* contract is the level of understanding between bank officers and savers who are not synchronized. Sometimes there also arises when after the customer saves, thinking that savings at Bank Aceh Syariah are exactly the same as conventional banks which receive *income*. And sometimes customers do not know or do not want to know regarding the contents of the contract that in the *wadi'ah* contract there is no promise of the bank to provide a bonus, and then the customer demands a bonus but the bank cannot provide it, so that is an obstacle. Even though the customer's benefit has been obtained that the Sahara Savings does not have any administrative deductions, there is no book fee, and the balance of the deposit in the customer's account for the next 5 years the customer does not withdraw the balance remains that way without any deductions. This is where the importance of understanding between the two parties in

understanding the contracts made by Islamic banks, even though the contract is clearly stated.

There are no product constraints, because everything issued by Bank Aceh Syariah is based on fatwas and on the approval of the Sharia Supervisory Board (DPS). For *wadi'ah* products, there are no obstacles and have never been commented on by the Financial Services Authority (OJK), in fact, savings with a *wadi'ah* contract are very welcome because they include cheap funds that can be utilized in financing by the bank. The Sharia Supervisory Board really oversees whatever bank operations are sharia or not. So that in Bank Indonesia, Islamic banks are required to have their respective local DPS which are authorized by DSN and OJK.

The obstacle factor *is* related to the Hajj seat (portion number), if the customer has received a *seat* then when the year before departure the customer has not been able to pay off the Hajj deposit after *booking a seat of* Rp. 25,000,000, then the Rp. 25,000,000 will be returned to the customer's savings, the bank will withdraw it from the BPHI account and the departure schedule will be postponed. However, if the customer does not want the funds returned, it will remain in the *seat* or BPHI account and later the bank will take care and be given a new *seat* until the customer is able to pay off the Hajj funds. For customers who die or cancel their intention to leave, the customer will submit a request to cancel the Hajj *seat*. Because at each branch of Bank Aceh Syariah there are Hajj officers who will take care of and cancel the Hajj seat.

## **CONCLUSIONS**

In general, the legal application of the *wadi'ah yad dhamanah* contract bonus on the Sahara Savings product from the data obtained based on the study and its implementation has referred to the Fatwa of the National Sharia Council, the provision of bonuses is also based on the bank system, namely ALCO (*Asset Liabililty Committee*). In this Sahara Savings there is no promotional bonus but a third party fund bonus, this bonus is calculated based on the calculation of the average monthly balance of the customer, the bonus is given in the form of money and will be transferred directly by the bank to the customer's account with the approval of the leadership. .

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