

ABSTRACT

Wahyu Sanjaya, 10220083, **Juridical Perspective on Customer Default of Sharia Education Insurance (Case Study in Sharia Branch of Bumiputera, Sidoarjo)**. Thesis, Islamic Business Law, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University, Malang.

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Customers often take for granted a default matter since Sharia Branch of Bumiputera Sidoarjo only gives a light penalty to them. Moreover, a simple settlement in reinstating their premium makes them underestimate the institution and neglect their agreement with Sharia Branch of Bumiputera Sidoarjo

The research problems of the study are: a. How is the juridical perspective on customer default of sharia education insurance in Sharia Branch of Bumiputera Sidoarjo? b. How is the process of settlement for default customer in Sharia Branch of Bumiputera Sidoarjo? It is an empirical study which employs a qualitative approach.

The result shows that based on Juridical perspective, the article 1266 of the Indonesia Civil Code regulates that the timeframe for the default party in fulfilling its obligation may not exceed one month as stated in the agreement. The article 1243 and 1249 explain that the default party should pay the compensation for costs, damages and interests. The sharia branch of Bumiputera gives penalty for the default customer by decreasing the cash value in terms of *ujrah*. The settlement itself is based on the sharia insurance policy and Fatwa of National Sharia Board No:21/DSN-MUI/X/2001 concerning General Guide of Sharia Insurance article 11 paragraph 2 which also stated in article 25 of Sharia Insurance Policy concerning the dispute settlement. If an agreement of both parties to resolve the dispute cannot be reached then the settlement is conducted by National Sharia Arbitration Board (BASYARNAS) based on its procedural rules in which the decision bind the related parties as a first and final decision.