Reconstruction of the Multiservice Contract as an Emergency Healthcare Financing Scheme in Sharia Banking in Indonesia

Tengku Keizerina Devi Azwar
Utary Maharany Barus
Runtung
Idha Aprilyana Sembiring

Abstract: This study examines multiservice contracts as a financing mechanism for emergency healthcare in Indonesia's Sharia banking sector. Using normative-empirical legal research, it combines statutory, regulatory, and DSN-MUI fatwa analysis with professional interview material. The study identifies distinctive features of emergency healthcare financing: urgency, uncertain medical costs, patient vulnerability, and three interrelated actors. It proposes a legal model based on contractual clarity, differentiated risk allocation, transparent ujrah, direct payment to healthcare providers, and balanced protection. The model seeks to preserve Sharia compliance, prudential banking standards, consumer protection, and clear separation between financing responsibility and medical liability within Indonesia's evolving regulatory framework.

INTRODUCTION

Health is a fundamental right with both individual and social dimensions in state governance. To uphold this right, the state may take three principal actions: provide social protection, education, and health services.[i] Fulfilling the right to health depends not only on the availability of facilities and health personnel, but also on the public's ability to access health services without financial barriers that could threaten households' survival and well-being. Within the framework of Universal Health Coverage (UHC), financial protection is a key component because access to health services is measured not only by service

availability, but also by the community's ability to obtain these services without excessive financial burdens.[ii] This shows that health insurance ownership relates to health expenditures borne directly by households, while out-of-pocket expenditure remains an important aspect of discussions on financial protection in health.[iii]

Recent Indonesian legal scholarship likewise treats the right to health as imposing a positive state obligation to secure access to health goods and facilities without discrimination, reinforcing the normative basis for financial protection in access to care.[iv] This distinction between formal coverage and substantive protection matters for emergency financing: the constitutional performance of health protection cannot be measured by enrolment alone, but must be assessed through effective accessibility, quality, legal certainty, accountability, and sustainable financing.[v]

Financing becomes increasingly complex when people need healthcare services in emergencies. In such circumstances, people cannot always postpone seeking medical care until they have the necessary financial resources. At the same time, health insurance schemes cannot fully cover all healthcare needs. Data from the National Health Accounts Indonesia show that, in 2024, total health expenditure reached Rp639.9 trillion, while public out-of-pocket health spending still accounted for 28.3% of total health expenditure.[vi] Although this proportion indicates improved financial protection relative to previous periods, continued direct out-of-pocket expenditure demonstrates that healthcare financing outside public financing schemes remains a significant component of Indonesia’s health system.

Emergency care also presents a distinct legal environment, as treatment decisions are time-sensitive and healthcare professionals operate under heightened professional and legal risks. Recent socio-legal research therefore underscores the need for legal frameworks that safeguard patient safety while providing proportionate legal protection to those involved in emergency medical services.[vii]

The financial burden of healthcare services can become substantial when individuals require medical care involving significant expenditures over a short period. Studies of catastrophic health spending in Indonesia indicate that healthcare costs can place considerable financial strain on households.[viii] Research based on the Household Panel Study documented catastrophic health expenditures in Indonesia, while other studies reported that, during the pandemic, some respondents incurred healthcare expenses that reached catastrophic levels.[ix] These findings indicate that the mere availability of health insurance does not fully alleviate the financial challenges individuals face when accessing healthcare services.

The significance of this problem extends beyond household expenditure. It also concerns how the burden and benefits of health financing are distributed. Evidence from Indonesia shows that health-financing reform still raises questions

of equity across income groups.[x] Comparative evidence from Southeast Asia also identifies persistent challenges from fragmented financing arrangements, rising healthcare costs, and mismatches between benefit packages and actual needs.[xi] Consequently, an alternative financing instrument should be positioned as a supplementary mechanism that expands access without merely converting health-related financial hardship into a new contractual debt burden.

In this context, the need for alternative financing instruments becomes apparent, particularly those that consider not only the community's financial capacity but also the principles of justice, public benefit, and compliance with Sharia principles. Sharia banking has distinct financing characteristics, as the relationship between the bank and the customer is established through contracts that carry legal consequences and must also comply with Sharia principles.[xii] The development of Sharia banking regulation in Indonesia also reflects efforts to promote a broader range of products tailored to community needs. This policy direction is evident in the various product guidelines issued by the Financial Services Authority to strengthen the distinct characteristics of sharia banking products, uphold prudential standards, enhance risk management, and protect consumers.[xiii]

From the perspective of Sharia banking law, the relevant issue is not merely whether a bank may offer a new financing product. Rather, the legal question is whether the product's architecture, governance mechanisms, and allocation of contractual risk can simultaneously preserve Sharia compliance, prudential banking standards, and customer protection. Recent studies on Indonesian Islamic banking underscore that Sharia governance serves as an institutional mechanism for accountability and sustainability.[xiv] Contemporary legal scholarship likewise indicates that the relationship among DSN-MUI, the Sharia Supervisory Board, and the Financial Services Authority must be structured coherently to ensure that product innovation remains subject to legal and normative oversight.[xv]

One instrument relevant to these needs is multipurpose service financing. Conceptually, multipurpose service financing allows Islamic financial institutions to provide financing to obtain the benefits of a service in exchange for a fee (ujrah) based on a contract that complies with sharia principles. Empirical studies on ijarah multipurpose service financing indicate that this instrument has been used to meet a variety of community service needs, including health, education, and other needs.[xvi] Other research shows that the practice of multipurpose service financing at Islamic Rural Bank (or "Bank Perkreditan Rakyat Syariah" – BPRS) also demonstrates that the financing mechanism generally includes the stages of application, verification, feasibility assessment, approval, and fund disbursement, with ujrah and financing tenor as part of the transaction structure.[xvii]

Nevertheless, emergency health financing raises issues distinct from those associated with financing services in general. Health financing needs depend not only on the customer's ability to pay but also on the urgency of required services,

uncertainty about medical procedure costs, the patient's vulnerable condition, and the involvement of third parties, such as hospitals and healthcare providers. Accordingly, the contractual structure must do more than establish a relationship between the bank and the customer; it must also clearly define the contract's subject matter, the payment mechanism for healthcare providers, the determination of ujrah, and the allocation of risk among the parties.

The issue has gained increasing relevance following the Financial Services Authority's issuance of the Guidelines for Multiservice Financing Products in Sharia Banking on November 4, 2025. The Financial Services Authority defines multiservice financing as providing funds to meet service-related needs over a specified period in exchange for an agreed-upon ujrah payment. The guidelines provide a more comprehensive framework for implementing multiservice financing while upholding prudential standards, risk management, consumer protection, and sharia principles.[xviii] The Financial Services Authority also expressly identifies health as one of the ecosystems that may be supported through the development of multiservice financing products.

The development of these regulations indicates that multipurpose financing has acquired an increasingly concrete regulatory framework. However, general guidelines governing multipurpose financing do not, by themselves, resolve all issues that arise when this instrument is applied to emergency healthcare financing. Emergency circumstances require rapid financing, which must be balanced against banks' prudential principles; patients' need for certainty of service, challenged by the unpredictability of medical costs; and banks' need to earn lawful returns, which must be clearly distinguished from profit derived from using funds. Ultimately, the legal issue is no longer simply whether emergency healthcare financing may employ a multipurpose contract, but rather how the contract can be structured to accommodate the characteristics of emergency healthcare financing without compromising sharia compliance or the legal protection of the parties.

This need for adaptive yet normatively regulated product development aligns with recent scholarship on DSN-MUI fatwas, which emphasises that innovation in Islamic finance requires progressively developed sharia legal certainty grounded in clearly identifiable fatwa-based norms and regulatory clarity.[xix]

A further doctrinal issue concerns the possible combination of qardh with fee-bearing contracts such as ijarah. The concern is not merely formal. Qardh is traditionally understood as a benevolent loan in which repayment is limited to the amount advanced. In contrast, ijarah permits ujrah in return for an identifiable service or usufruct. If a financing structure links the two contracts so that the fee is, in substance, consideration for the loan's availability or duration rather than compensation for a genuine service, the arrangement may create a hidden form of riba. Contemporary Islamic-finance scholarship therefore evaluates hybrid contracts by the function and dependency of each component, not simply by the labels used by the parties. [xx] For emergency healthcare financing, this distinction matters because bridge funding may be

required before the final cost of treatment is known. Any qardh component should therefore remain non-remunerative, while an ijarah-based ujrah must be independently connected to the service benefit that forms the object of that contract. The following section develops the theoretical implications of this distinction, together with the legal framework governing emergency medical services.

Several previous studies have examined the implementation of the multi-service contract from various perspectives. For example, research on hybrid contracts in 'ijarah' multi-service financing has specifically explored the potential use of multi-service financing as an alternative means of funding healthcare services during the COVID-19 pandemic. The study demonstrated the potential application of ijarah and wakalah contract structures in financing healthcare services.[xxi] Other research examines multi-service financing with a greater focus on umrah financing, financing mechanisms at BPRS, compliance with DSN-MUI provisions on ujrah determination, and the practice of using nominal amounts rather than percentages.[xxii]

At the level of Islamic banking doctrine, scholarship on hybrid contracts shows that multi-contract structures must remain within the theoretical standards and limitations established by the DSN-MUI; product innovation therefore cannot be justified on commercial grounds alone.[xxiii]

Studies on ujrah also indicate that remuneration structure is a significant issue in multi-service financing. A 2024 study of multi-service financing using the kafalah contract compared how 'ujrah' is treated under the DSN-MUI Fatwa and AAOIFI standards.[xxiv] Other studies have identified concerns when ujrah is determined based on the principal financing amount rather than the characteristics of the service that is the subject of the contract.[xxv] These findings show that 'ujrah' design is not merely a technical matter of fee determination, but relates to the nature of the contract and compliance with sharia principles.

Nevertheless, these prior studies reveal significant areas requiring further development. Research on multifinancing for healthcare during the pandemic has primarily adopted normative approaches and examined the potential use of hybrid contracts. More recent empirical studies, by contrast, have tended to address the implementation of multifinancing to fund specific services, such as Umrah, or the financing mechanisms of Sharia-compliant financial institutions. Few studies have specifically examined the reconstruction of multifinancing contracts for emergency healthcare financing in light of the evolving regulatory framework, while also considering the legal relationships among Sharia banks, patients, and healthcare providers.

This gap is becoming increasingly significant because emergency health financing involves more than merely creating a legal relationship between the bank and the customer. The involvement of hospitals or other healthcare providers creates multiple, interconnected legal relationships. The bank seeks to ensure that the financing is used for its intended purpose and that the

associated risks can be managed. Patients need assurance that financing will be available promptly and will not impose a disproportionate burden. At the same time, healthcare providers require certainty that they will be paid for the services they deliver.[xxvi] If default occurs, the patient dies, service costs change, medical procedures are cancelled, or disputes concerning the quality of healthcare services arise, clear boundaries defining each party's responsibilities are necessary. Accordingly, legal protection is an integral component of contract drafting, rather than a standalone matter addressed only after the contract has been executed.

In light of these developments, this study proceeds from the premise that emergency health financing through a multi-service contract requires a legal framework that is more responsive to emergency circumstances, while remaining consistent with sharia principles, prudential banking standards, and the legal protections afforded to the parties involved. This research does not characterise multi-service financing as lacking a legal basis; rather, it examines and reconstructs its application to address the specific requirements of emergency health financing.

On this basis, this study aims to analyse and reconstruct an appropriate legal framework for multi-service contracts used to finance emergency healthcare through Islamic banking in Indonesia, and to formulate a legal protection framework for Islamic banks, patients, and healthcare providers. This research addresses two questions: first, what is the appropriate legal framework for multi-service contracts used to finance emergency healthcare through Islamic banking in Indonesia; and second, how should a legal protection framework be developed for Islamic banks, patients, and healthcare providers in implementing emergency healthcare financing based on multi-service contracts?

THEORETICAL FRAMEWORK AND LITERATURE REVIEW

A. Contemporary Islamic Law on Hybrid Contracts

The theoretical point of departure is that a multi-service financing arrangement cannot be evaluated merely by counting the number of contracts used in a product. The legal inquiry must identify each contract's function, the consideration attached to it, and the legal consequences of combining two or more contracts. Contemporary Islamic finance commonly uses hybrid contracts to address transactions that a single classical nominate contract cannot adequately accommodate. The permissibility of that technique, however, depends on whether the combined structure preserves the substantive limits of each underlying contract rather than using formal labels to reproduce an outcome prohibited by Sharia. [xxvii]

This distinction matters especially when qardh is combined with a fee-bearing contract such as ijarah. In classical Islamic legal doctrine, qardh is a benevolent loan and falls under tabarru' transactions: the borrower must return

the equivalent of what was received, while any benefit stipulated for the lender because of the loan raises concerns about riba. Ijarah, by contrast, is a commutative contract in which ujrah is paid in exchange for an identifiable usufruct or service. The two contracts therefore rest on different legal causes. A fee is permissible in ijarah because it compensates for a service or benefit, but the same fee cannot be transformed into a return for the mere provision or passage of money under qardh. This functional distinction is reflected in the DSN-MUI framework for ijarah, qardh, and multiservice financing.[xxviii]

The classical concern does not mean that every transaction containing both qardh and ijarah is automatically prohibited. The decisive issue is the legal dependency between the contracts. If the qardh is merely a bridging facility and the ijarah independently represents payment for an actual service or usufruct, the contracts may retain separate functions. The risk arises when the qardh is conditioned upon a fee-bearing arrangement whose fee is calculated substantially by reference to the amount or duration of the loan. At the same time, the service element is nominal or artificial. In that situation, the formal presence of ijarah may conceal an economic return on qardh. For emergency healthcare financing, the issue is especially sensitive because the patient may accept contractual terms under urgency and weak bargaining power.

Contemporary scholarship on al-'uqud al-murakkabah supports a functional rather than merely formal assessment of hybrid contracts. Studies of DSN-MUI fatwas show that Islamic finance uses composite contractual structures but subjects them to limits designed to prevent prohibited combinations, uncertainty, and circumvention of riba. Research on hybrid contracts in multiservice financing likewise demonstrates that ijarah, wakalah, qardh, and kafalah may perform complementary functions, provided that each contract has a clear object and does not alter the legal nature of another contract.[xxix] This aligns with the broader principle that innovation in Islamic finance should be accompanied by identifiable Sharia norms and coherent governance, rather than justified solely by commercial demand.[xxx]

For the present study, this debate yields three doctrinal tests. First, functional separability is required. Each contract must answer a distinct legal need: ijarah for the benefit of a service, wakalah for representation or authorisation, qardh for a genuine loan, and kafalah for a guarantee. Second, consideration must be genuine. Ujrah must correspond to a real service or benefit and cannot be calculated in a manner that effectively rewards the lender for the use of money. Third, there must be transparency of dependency. If one contract is conditional upon another, the relationship must not create a disguised return that would not be permissible if the transaction were examined according to its substance.

These tests are relevant to emergency healthcare because the financing amount may initially be uncertain. The cost of emergency treatment may change after diagnostic procedures, surgery, medicines, intensive care, or complications. A bank may therefore be tempted to use a temporary qardh to

bridge an immediate payment and later impose a service-based charge through an ijarah structure. Such a sequence requires careful legal separation. Any qardh component should remain non-remunerative, while the ujrah should arise only from the contract governing an identifiable service benefit. The documentation should also explain how any unused amount, additional cost, or subsequent adjustment is treated. Without these distinctions, the product could create legal uncertainty and expose the parties to the allegation that a service contract merely disguises a return on lending.

The need for separation is strengthened by recent studies of ujrah in multiservice products. Comparative analysis of DSN-MUI and AAOIFI approaches has emphasised that fees must be linked to a permissible contractual basis. At the same time, empirical work on Indonesian multiservice products has identified practices in which fees are determined based on the amount financed. [xxxi] Such practices do not necessarily prove non-compliance in every case, but they demonstrate why the basis for remuneration must be stated explicitly. In emergency healthcare financing, the contract should therefore identify which service benefit gives rise to ujrah, when the amount becomes ascertainable, and how the parties deal with changes in medical costs without converting the fee into interest-like compensation.

Accordingly, the theoretical framework used in this study does not treat hybrid contracts as problematic merely because more than one contract is present. The principal legal concern is whether the combined structure preserves each contract's independent legal function and avoids prohibited economic substitution. This framework also explains why the proposed model does not seek to invent a new Sharia contract. It reorganises existing contracts around their lawful functions so that urgent healthcare needs can be financed without weakening the prohibition of riba, the requirement of contractual certainty, or the prudential obligations of Islamic banks.

B. Legal Framework of Emergency Medical Services under Indonesian Health Law

The second theoretical foundation concerns the legal nature of emergency healthcare. In Indonesian law, healthcare cannot be reduced to an ordinary market service because the right to health has constitutional and statutory dimensions. The Constitution recognises the right to obtain healthcare and places responsibility on the state to provide adequate health-service facilities. Law Number 17 of 2023 concerning Health develops that obligation within the contemporary national health system. [xxxii] The legal position of emergency care must therefore be read against two simultaneous considerations: the patient is a rights-holder who requires timely medical assistance, and the healthcare provider is subject to professional and institutional duties that a private financing arrangement cannot displace.

This distinction has direct consequences for the role of financing. Financing can facilitate access to care, but it cannot become a legal device that makes

emergency treatment conditional on completing a banking transaction. Emergency medicine is characterised by urgency, incomplete information, and changing clinical needs. The cost of care may not be fully known when the patient arrives, while delay may increase the risk of disability or death. Legal scholarship on emergency health services accordingly emphasises the need for a protective framework that responds to the vulnerability of both patients and medical personnel, and that avoids procedural barriers inconsistent with the protective purpose of health law. [xxxiii]

Patient vulnerability also affects the quality of contractual consent. A patient or family member who seeks financing during an emergency may have limited time to compare products, negotiate clauses, or assess long-term repayment consequences. In private-law terms, the financing contract may still satisfy formal validity requirements, but consumer protection requires more than formal signature. Information about the financing structure, ujrah, total payment obligation, dispute mechanisms, and how cost changes are handled must be conveyed in a way that can be understood under urgent circumstances. This is why the proposed financing model treats transparency as a legal protection rather than a purely administrative banking requirement.

At the same time, the bank's and the healthcare provider's legal responsibilities must remain distinct. The hospital or healthcare professional determines and provides medical treatment under health law and professional standards. The bank assesses financing eligibility, structures the Sharia contract, disburses payment, and manages financing risk according to banking law. A financing agreement should not transfer clinical responsibility to the bank merely because the bank pays the provider. Conversely, a hospital should not automatically become responsible for customer default merely because it receives payment directly from the bank. This separation prevents the tripartite arrangement from blurring legal responsibility.

The distinction is also important when a medical dispute arises. Recent Indonesian scholarship on medical dispute resolution shows that professional liability and dispute mechanisms must reflect the nature of the healthcare relationship and the duties owed by providers. [xxxiv] In the proposed model, complaints about diagnosis, medical procedures, confidentiality, or professional negligence remain within the patient-provider relationship unless a separate legal basis connects the bank to the contested conduct. Banking disputes, by contrast, concern financing disclosure, payment, default, risk allocation, or performance of the financing contract. A single commercial instrument should not collapse these separate causes of action.

Health-financing scholarship provides an additional reason for this distinction. Indonesia has expanded national health insurance, yet out-of-pocket expenditure and catastrophic health spending remain significant. The legal policy challenge is therefore not simply to expand access to credit, but to prevent financial hardship from becoming unsustainable debt. [xxxv] A Sharia-compliant emergency financing product can serve only as a supplementary

mechanism. It cannot substitute for the state's obligation to maintain an accessible health system, nor should it be presented as a solution for every gap in public financing. Its legitimate function is narrower: where a patient requires a service not immediately covered or funded, the product may provide a regulated bridge while preserving consumer protection and Sharia compliance.

This framework also places limits on the timing of financing procedures. Verifying medical need and estimating costs are necessary for banking prudence, but procedures must be designed so they do not interfere with clinically required emergency action. The model therefore distinguishes medical stabilisation from financing verification. Healthcare providers should act according to applicable emergency-care duties, while financing documentation can proceed in parallel or immediately thereafter to the extent permitted by law and operational practice. This distinction matters because a financing product that delays treatment would conflict with the social objective it is meant to serve.

Finally, emergency healthcare law reinforces the need for direct and documented payment mechanisms. Direct payment from the bank to the healthcare provider can reduce misuse of financing and improve traceability. Yet direct payment should be supported by service documentation, an agreed estimation or billing mechanism, and procedures for reconciling differences between estimated and actual costs. These requirements link health-law protection with prudential banking: the provider receives payment certainty, the bank receives evidence of the financing purpose, and the patient receives clearer information about the obligation being incurred. The legal framework of emergency healthcare therefore does not sit outside the financing model; it shapes the permissible design of the financing relationship itself.

C. Integrated Analytical Framework: Contract, Risk, and Legal Protection

The two bodies of law discussed above converge in a single analytical problem. Islamic contract law asks whether the financing structure has a lawful contractual basis and whether each component preserves its Sharia function. Health law asks whether the arrangement protects timely access to emergency care and preserves healthcare providers' professional responsibility. Banking regulation adds a third dimension by requiring prudential risk management and consumer protection. The model developed in this study therefore evaluates multiservice financing through four connected criteria: contractual validity, Sharia compliance, risk differentiation, and balanced legal protection.

Contractual validity requires the parties, object, purpose, consideration, and performance mechanism to be sufficiently clear. In an emergency-care context, this does not mean that the final medical bill must always be known at the first moment of treatment. Rather, the contract must contain a legally intelligible mechanism for estimating, approving, adjusting, and documenting costs. Sharia compliance requires that the fee structure correspond to a permissible service or benefit and that any qardh component remain separated from remuneration. Prudential banking requires verification, affordability assessment, monitoring,

documentation, and mitigation of default and operational risks. Legal protection requires allocating responsibility to the legal relationship that generates the risk.

These criteria also explain why the patient occupies a dual position. The patient is simultaneously a recipient of healthcare services and a customer of a financial institution. The rights arising from those relationships overlap in time but are not identical in law. As a patient, the individual is entitled to healthcare-related protections and may pursue remedies concerning medical services. As a banking customer, the individual is entitled to transparent financial information, fair contractual treatment, and accessible dispute-resolution mechanisms. The contract should acknowledge both positions rather than treating the patient solely as a debtor.

The same framework clarifies the healthcare provider's role. The provider is not merely a merchant receiving payment from a financing institution. It remains bound by health law and professional duties. Direct payment from a bank does not alter the provider's standard of care or transfer clinical decision-making to the financier. Likewise, the bank should not become responsible for clinical outcomes merely by verifying documents or paying the medical bill. Risk differentiation is therefore not only an efficiency device; it is a rule for maintaining coherence among overlapping legal regimes.

On this basis, the study treats legal reconstruction as an exercise in coordination rather than replacement. The existing law already recognises multiservice financing, Islamic banking risk management, consumer protection, and emergency healthcare duties. The unresolved issue is how they interact when applied simultaneously to an urgent medical-financing transaction. The proposed model therefore asks whether it can coordinate these norms without creating hidden riba, delaying emergency care, expanding professional liability without legal basis, or leaving the patient exposed to opaque financial obligations. This integrated framework guides the analysis in the following sections.

A temporal dimension also matters. Emergency healthcare decisions occur before all facts are known, whereas banking law ordinarily favours verification before disbursement. The legal model must therefore distinguish between what must be known before treatment, what must be verified before payment, and what may be reconciled after the patient's condition has stabilised. This sequencing reduces the apparent conflict between emergency access and prudential banking. The healthcare provider can respond to the clinical emergency, while the bank preserves legal certainty through staged verification, direct payment, and post-treatment reconciliation. The patient's consent to financing should likewise be renewed or confirmed when material cost changes occur, and circumstances permit meaningful communication.

This integrated approach also supports proportional allocation of obligations. A party should bear a risk only when the risk falls within that party's legal function or has been expressly assumed on a lawful basis. The bank is best

positioned to manage credit and documentation risk; the healthcare provider is best positioned to manage clinical and professional risk; and the patient bears repayment obligations only to the extent agreed in the financing contract. Where a risk cannot be fully assigned in advance, the contract should specify a process for notice, approval, adjustment, and dispute resolution. In this sense, legal certainty is achieved not by pretending that emergency healthcare costs are fixed, but by establishing a predictable legal method for responding to uncertainty.

METHODOLOGY

This study employs a normative-empirical legal research method (socio-legal research) with a descriptive-analytical design. The normative approach analyses legislation, provisions issued by the Financial Services Authority, fatwas issued by the National Sharia Council of the Indonesian Ulema Council, and legal doctrines relating to multi-service contracts, health financing, and the legal protection of the parties involved. The empirical approach gathers information on practices and needs related to health financing through multi-service contracts, particularly contract structures and the legal relationships among Islamic banks, patients, and healthcare providers.

The research data comprise primary and secondary legal materials, as well as primary data obtained through interviews with relevant parties. Data are collected through literature reviews, semi-structured interviews, and document analysis. They are analysed using a qualitative-descriptive approach that applies legal interpretation and examines the vertical and horizontal consistency of regulations. The findings are then considered alongside empirical evidence to formulate the legal framework for multi-service contracts and legal protections consistent with sharia principles, prudential banking principles, and the specific characteristics of emergency health financing.

The interview component was limited to professional and institutional informants in the Islamic banking sector and did not involve patients, clinical interventions, medical records, or identifiable health information. Before each interview, participants were informed of the research purpose, the intended academic use of the information, and the voluntary nature of participation. The researchers obtained informed consent before the interview. To protect confidentiality, the manuscript does not disclose the participant's name, position, or employing bank and refers to the source only as an officer of an Islamic commercial bank. The interview material was used solely to clarify institutional practice and was analysed together with the applicable legal and regulatory materials.

IV. Multiservice Contracts for Emergency Healthcare Financing

A. Legal Construction of Multiservice Contracts for Emergency Healthcare Financing in Sharia Banking in Indonesia

The development of multipurpose financing within Indonesia's Islamic banking sector indicates that public demand for service financing is no longer confined to specific consumer needs but has expanded to sectors with a social dimension, including healthcare. This development is further supported by the Financial Services Authority's issuance of the Guidelines for Islamic Bank Multipurpose Financing Products on November 4, 2025. The Financial Services Authority defines multipurpose financing as providing funds to meet service-related needs over a specified period in exchange for an agreed-upon ujrah payment.[xxxvi] These guidelines are also intended to ensure that product implementation adheres to the principles of prudence, risk management, consumer protection, and Sharia principles. Specifically, the OJK identifies the health sector as one of the ecosystems that may be supported through the development of multipurpose financing products.

This development matters because it shows that, from a regulatory perspective, health financing through multipurpose financing is within the scope of the Sharia banking system. Rather, the legal issue concerns how the general framework governing multipurpose financing applies to emergency health needs. Health financing is a key component of the health system, particularly in advancing health coverage.[xxxvii] Emergency health financing differs from conventional service financing because funding decisions must address service needs that cannot always be deferred, costs that may fluctuate during the course of medical care, patients' vulnerable circumstances, and the role of healthcare providers as the parties directly delivering services to patients, requiring a contract that not only meets contract validity requirements but also clearly specifies the subject matter, object, purpose, payment mechanism, service fees, and risk allocations.

These characteristics require a contract that meets contract validity requirements and clearly specifies the subject matter, object, purpose, payment mechanism, service fees, and allocation of risk. In this context, a multi-service contract should not be viewed merely as an instrument for providing patients with money. In his book, Ascarya explains that the multi-service contract is an innovation in sharia financing products that enables banks to finance needs such as education, healthcare, religious travel, and other services while adhering to sharia principles.[xxxviii] The contract must be framed as a legal instrument that specifies the purpose for which funds or financing facilities are provided, the recipient of payment, the service that is the subject of the transaction, and the obligations arising for each party.

Previous research indicates that using multi-service contracts to meet healthcare needs is not new. Busni et al. examined hybrid contracts in multi-service 'ijarah' financing as an alternative way to finance healthcare services during the COVID-19 pandemic. Their study proposes using ijarah contracts through partnerships with healthcare institutions, as well as 'wakalah' contracts that authorise customers to obtain healthcare services.[xxxix] However, the study adopted a normative approach and was conducted in the context of the

pandemic; consequently, it has not yet developed a legal framework for emergency healthcare financing in light of recent regulatory developments concerning multiservice provision.

This situation indicates that the required reconstruction should not involve creating a new contract outside the sharia banking legal system, but rather clarifying each contract's function so each has a defined object, legal relationship, and set of consequences. Based on the interviews conducted, it is noteworthy that, to date, no multi-service financing product has been specifically designed to finance patients' medical treatment, care, or emergency surgery. Within this framework, the ijarah contract may serve as the basis for financing arrangements for healthcare services. At the same time, wakalah may be used when authority is delegated to the patient or to designated parties to obtain healthcare services. Use qardh or kafalah, where necessary, based on their respective legal functions, and do not adopt them merely to increase product complexity.[xl]

This matters because research on multi-service financing shows that multiple contracts have been used as complementary arrangements in certain products. For instance, a study by Ulfa and Rohman at BPRS Lantabur Tebuireng identified the use of the multi-service ijarah contract alongside al-qard in specific financing products, with qard serving as a bridging fund and ijarah providing the basis for the ujrah charge.[xli] These findings establish that combining contractual functions is not uncommon in practice. However, in the context of emergency health financing, each contractual combination must be assessed for the suitability of its subject matter, the relationship between the contracts, and compliance with Sharia principles.

Based on the foregoing explanation, emergency health care financing should not be framed as a simple bilateral relationship between the bank and the patient. Its legal structure is more appropriately understood as involving at least three principal actors, namely:

Table 1. Reconstruction of the Contract Structure—Three Main Actors

Sharia Bank	Patient	Healthcare Provider
Provides financing facilities.	Needs the benefits of health services.	A hospital that provides medical services.

Source: Data processed by the authors, 2026

The table above indicates that establishing emergency healthcare financing through a multipurpose contract involves three principal actors, each with distinct legal roles and positions: the Sharia bank, the patient, and the healthcare provider. The Sharia bank provides financing to cover healthcare service costs. At the same time, the patient is the party in need who receives those services and, concurrently, assumes a financing obligation to the bank. The healthcare provider, such as a hospital, delivers the medical services for which financing is required. Accordingly, the legal relationship under this scheme is not

merely bilateral between the bank and the patient; rather, it involves three actors with interrelated functions. The roles and responsibilities of each party must therefore be clearly defined to ensure legal certainty in implementing emergency healthcare financing.

Empirical findings from interviews with an Islamic commercial bank indicate that, to date, no multipurpose financing product has been specifically designed to cover the costs of patients' medical treatment, care, or emergency surgery.[xlii] According to informants, medical and surgical expenses may vary depending on the patient's condition and the need for subsequent procedures. This uncertainty challenges Sharia-compliant financing, as both the financing purpose and amount must be clearly specified from the outset. If the amount is set too low, the patient's needs may not be met; if it is set too high, questions may arise regarding the use and repayment of any excess funds.[xliii]

The next issue concerns ujrah. In multipurpose financing, ujrah is a significant component, as it constitutes compensation for the benefit or service that is the subject of the contract.[xliv] Therefore, ujrah must have a demonstrable relationship to the service provided and must not merely serve as a mechanism for determining profit based on the amount financed and the financing period. This issue has practical relevance. Bustami's 2024 study of ijarah multipurpose financing products for umrah financing found that the ujrah was determined by the principal financing amount rather than the price of the financed service.[xlv]

These findings offer important lessons for designing health financing arrangements. The amount of financing should not, by itself, be the sole basis for determining 'ujrah'. In the healthcare context, ujrah should ideally be determined transparently, be ascertainable when the contract is entered into, and be linked to the services or benefits subject to the financing. This is particularly important in emergencies, when patients are more vulnerable and have limited bargaining power.

Therefore, the 'ujrah' construct in emergency health financing must at least fulfill four principles, namely:

1. Transparency, meaning the amount and calculation method are known before the contract;
2. Certainty, meaning the calculation mechanism does not create ambiguity;
3. Proportionality, meaning the compensation has a reasonable relationship to the services provided; and
4. Sharia compliance, meaning ujrah does not change its function to become compensation solely for the use of money.

Furthermore, emergency health financing has a risk profile distinct from regular service financing. Under the Islamic banking risk management framework, banks must identify, measure, monitor, and control risks in line with

their business activities while adhering to sharia principles. SEOJK No. 25/SEOJK.03/2023 governs the implementation of risk management in BUS and UUS, covering credit, liquidity, operational, legal, reputational, compliance, and rate-of-return risks.[xlvi] These characteristics should be incorporated into the design of emergency health financing. As indicated in the table below, several risks should be legally separated:

Financing risk in this model should therefore be treated as contract-specific rather than as a general banking risk. Recent empirical research on Islamic banking in Indonesia indicates that different financing contracts exhibit distinct risk-return characteristics.[xlvii] Broader evidence also confirms that bank performance depends on the capacity to identify and mitigate financing risk.[xlviii] In the context of emergency healthcare financing, this means risk controls must be built in at the contract-design stage: uncertainties around medical costs, patient vulnerability, and the possibility of default should be addressed in the verification, payment, monitoring, and settlement clauses before disbursing financing.

Table 2. Healthcare Financing Risk Allocation

Risk	Related parties	Regulatory principle
Patient default on payment	Bank–patient	Financing risk mitigation
Patient deceased	Bank–patient–heir/guarantor	Obligation settlement mechanism
Changes in medical costs	Patient–bank–service provider	Cost approval mechanism
Cancellation of action	Patient–provider–bank	Fulfilment of obligations based on the contract
Medical dispute	Patient–provider	Medical service responsibility
Document error/fraud	All parties	Verification and internal control

Source: Data processed by the authors, 2026

The table above shows that health financing through a multi-service contract entails risks that must be allocated proportionately according to each party's legal relationship. Interview findings indicate that the most common financing risk is default or breach of contract, which is tied to the customer's ability and good faith in fulfilling their obligations.[xlix] Default risk primarily arises between the bank and the patient and therefore requires appropriate mitigation measures. If a patient dies, the heirs or guarantors must settle outstanding obligations. Changes in medical costs require approval from the patient, the bank, and the healthcare provider. At the same time, procedure cancellations must be followed by settlement of obligations under the contract. Medical disputes concern the patient and the healthcare provider; accordingly, responsibility for medical services is distinct from responsibility for bank financing. The parties share and manage the risk of documentation errors or fraud through verification procedures and internal controls. This risk allocation

is intended to prevent overlapping responsibilities and provide legal certainty for all parties.

B. Legal Protection for the Parties in Emergency Healthcare Financing Based on Multiservice Contracts

Law Number 17 of 2023 concerning Health reflects Indonesia's commitment to enhancing the welfare and legal protection of its people, particularly in the health sector. Legal protection in emergency health financing should reflect each party's distinct interests. Patients require access to financing and assurance that it will not impose undisclosed burdens. Banks require certainty of repayment and protection against financing risks. Healthcare providers, in turn, require assurance that they will be paid for the services they provide.

From the patient’s perspective, legal protection is warranted because patients are vulnerable parties who make financing decisions while facing medical needs. Accordingly, patient protection must include:

1. Information regarding contract structure;
2. Information regarding ujrah;
3. Total payment obligations;
4. Term;
5. Consequences of delay;
6. Settlement mechanism in the event of changes to medical costs;
7. Right to obtain contract documents;
8. Complaint and dispute resolution mechanism.

The need for such protection is increasingly evident. Research on health expenditures in Indonesia shows that catastrophic health spending persists despite the broad coverage provided by the national health insurance program. The Household Panel Study identifies catastrophic health spending as an ongoing concern within Indonesia’s health system. At the same time, research conducted in Yogyakarta similarly indicates that insurance coverage is associated with a lower risk of catastrophic health spending.[l] This means that alternative health financing must not simply transfer the burden of healthcare costs from out-of-pocket payments to unsustainable debt. These provisions must continue to account for patients’ ability to meet their financial obligations.

From a financial-consumer perspective, protection should also include accessible complaint and redress mechanisms, transparency, and accountable dispute resolution. Comparative research on Malaysia and Indonesia identifies these institutional safeguards as important components of financial consumer confidence and protection.[li]

From the Sharia bank's perspective, legal protection ensures that financing is used for its intended purpose and that the customer can meet their obligations. Accordingly, the following protection mechanisms may be implemented:

1. Patient identity verification;
2. Medical necessity verification;
3. Bill or cost estimate verification;
4. Direct payment to the healthcare provider;
5. Assessment of ability to pay;
6. Guarantee or risk protection mechanism where relevant;
7. Dispute resolution clause;
8. Documentation of all transactions.

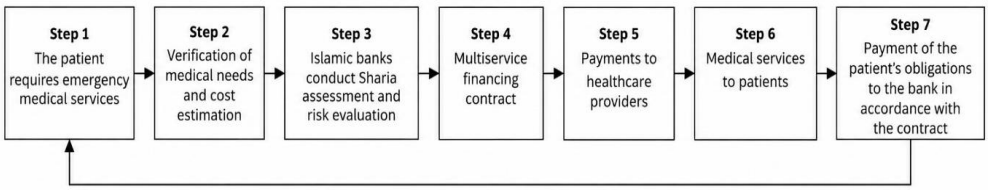
This approach refers to the risk management framework established by the Financial Services Authority (OJK), which emphasises an ongoing process for comprehensive risk management. Risk identification involves recognizing potential risks arising from the characteristics of the products the bank offers. Risk measurement is conducted using appropriate methods to assess the magnitude of these risks. Risk monitoring ensures that identified and measured risks are reviewed regularly and continuously, enabling timely responses to changing circumstances. Risk control entails taking strategic measures to reduce or manage risks so that they remain within established tolerance limits. By considering the specific characteristics of their products, banks can implement effective risk management measures in accordance with OJK regulations, thereby supporting the stability and sustainability of their operations.

From the perspective of healthcare providers, legal protection is linked to the need for certainty about the source and timing of payments. Under the reconstructed financing model, payments to hospitals or healthcare facilities should preferably be made directly, based on service documentation and clear agreements. However, these financing arrangements must not obscure healthcare providers' professional responsibilities.[lii] Hospitals remain responsible for providing medical services under the legal relationships governing healthcare services, while banks remain responsible for fulfilling their financing obligations.

The distinction between financing liability and medical liability is also a matter of legal construction. A bank that finances healthcare does not thereby assume professional responsibility for clinical decisions. In contrast, a healthcare provider should not bear the customer's financing risk unless a specific legal relationship expressly imposes such an obligation. Recent Indonesian legal scholarship on medical disputes likewise underscores the importance of clearly allocating responsibility and establishing an effective dispute-resolution framework when healthcare relationships involve distinct professional duties and legal consequences.[liii]

Based on the foregoing descriptions, this study's proposed reconstruction is not intended to establish a new contract, but rather to restructure the legal framework governing relationships in multi-service financing to better reflect the characteristics of emergency healthcare services. The proposed model is as follows:

Figure 1. Proposed Multi-Service Financing Model for Emergency Healthcare



In this model, ijarah may serve as the basis for financing the benefits of the services that are the subject of the transaction. At the same time, wakalah may be used when the patient is authorized to take certain actions to obtain the service. If bridge financing is required and, in substance, meets the characteristics of qardh, this contract must be clearly separated from the contract that serves as the basis for the ujrah. 'Kafalah' is relevant only when a third party provides a guarantee.

Thus, not every contract must be consolidated into a single product. More importantly, each contract's function should be clearly defined, and no profit should arise solely from providing monetary loans. Research on hybrid contracts in multipurpose financing also indicates that contract combinations can address more complex transaction requirements; however, such structures must be organized according to each contract's function. The following table presents a reconstruction of the emergency health financing scheme based on multipurpose contracts:[liv]

Table 3. Reconstructed Emergency Health Financing Scheme Based on a Multiservice Contract

Component	Reconstructed construction
The parties	Sharia bank, patient/customer, healthcare provider, and guarantor if necessary
Purpose	Financing emergency health service benefits
Main contract	Multiservice contracts aligned with the object of the transaction.
Supporting Contract	Wakalah, qardh, or kafalah only when their legal function is truly required
Object	Clear health care benefits/services
Ujrah	Transparent, agreed upon from the outset, and based on service/benefit
Payment	Prioritized directly to healthcare providers
Financing risk	Allocated through feasibility analysis and risk mitigation mechanisms
Medical risk	Remains within the legal relationship between patient and healthcare provider in accordance with health law
Patient protection	Transparency of contracts, fees, obligations, and complaint mechanisms

Bank protection	Verification, documentation, risk control, and dispute resolution mechanisms
Service provider protection	Certainty of payment and clarity of contractual relationships

Source: Data processed by the authors, 2026

The table above further indicates that the multiservice contract must be restructured by separating the financing function from the provision of healthcare services. The bank does not thereby become a provider of medical services, the patient retains their status as the recipient of healthcare services, and the hospital does not assume the customer's financing risk unless an explicit contractual arrangement assigns it that obligation. Drawing on normative analysis and empirical findings, restructuring the multiservice contract for emergency healthcare financing must account for the specific characteristics of medical services, particularly the urgency of need and the uncertainty surrounding total cost.[lv]

The framework proposed in this study should be situated within the context of the latest developments in sharia banking regulation. The 2025 Financial Services Authority Guidelines provide a more concrete foundation for developing multi-service financing and explicitly identify health as an ecosystem for further development. Accordingly, this study does not assume that multi-service financing lacks a legal basis. Rather, it examines how this general framework can be operationalized to address urgent health needs.

Finally, the proposed reconstruction is based on three main principles.

1. **Contractual Clarity**

Each contract must clearly define its subject matter and purpose, as well as the parties' respective rights and obligations.

2. **Risk differentiation**

Financing, operational, and medical service risks must be clearly distinguished to prevent any unjustified expansion of liability in the absence of a legal basis.

3. **Balanced protection**

Legal protections should be afforded proportionately to banks, patients, and healthcare providers, without diminishing the social and emergency nature of the need for healthcare services.

Thus, reconstructing the multi-service contract does not mean multiplying contracts; rather, it clarifies each contract's legal function and the legal relationship between the parties. This distinguishes the model proposed in this study from the mere development of standard multi-service financing products.

CONCLUSION

Emergency healthcare financing through multi-service contracts in Islamic banking in Indonesia is a relevant instrument supported by an increasingly concrete regulatory framework, particularly following the Financial Services Authority's issuance of the Multi-service Financing Product Guidelines in 2025. The nature of emergency healthcare financing which involves urgent needs, uncertainty about medical costs, and the participation of three principal parties (the Islamic bank, the patient, and the healthcare provider) requires a clear and responsive contractual structure. Reconstructing the multi-service contract must establish each agreement's legal function in line with principles of contractual clarity, risk differentiation, and balanced protection, ensuring legal certainty and safeguarding all parties without diminishing the social and emergency-related nature of healthcare services. Ujrah must be determined transparently and proportionately, in accordance with sharia principles, while financing risks must be allocated proportionately based on the legal relationship between each party. Adequate legal protection for patients, banks, and healthcare providers is integral to implementing emergency healthcare financing through multi-service contracts. Islamic banks should develop dedicated multi-service financing products for emergency healthcare, supported by a clearly defined contractual structure that addresses the object, payment mechanisms, the transparent and proportionate determination of ujrah, and risk allocation in a manner appropriate to the needs of emergency medical care.

Islamic banks must implement comprehensive risk management in accordance with OJK regulations, including verifying medical needs and patients' ability to pay, as well as measures to mitigate default risk and changes in medical costs. Healthcare providers and banks should enter into clear contractual arrangements governing direct payment mechanisms and each party's responsibilities to ensure legal certainty and consumer protection. OJK regulations and guidelines, as well as DSN-MUI fatwas, should continue to be developed and disseminated as practical references for implementing multi-service financing for emergency healthcare, including legal protection and sharia compliance. Further research is also needed to assess the implementation of reconstructed multi-service contracts in Islamic banking practice and their effects on access to, and the sustainability of, emergency healthcare financing in Indonesia.

REFERENCES

1. Ruli Agustin and Taufiqurrohman Syahuri, "Implementasi Undang-Undang Kesehatan: Implikasi Terhadap Kesejahteraan Masyarakat dan Perspektif Tenaga Kesehatan di Indonesia" [Implementation of the Health Law: Implications for Public Welfare and Perspectives of Health Workers in Indonesia], Bacarita Law Journal 4, no. 2 (2024): 64–76, https://doi.org/10.30598/bacarita.v4i2.12362 [in Indonesian].

2. Mestika Elok Arviana and Firdaus Hafidz, "The Relationship Between Health Insurance Ownership and Health Service Utilization, Out-of-Pocket Expenses, and Catastrophic Health Expenditure in the Special Region of Yogyakarta in 2023," BIO Web of Conferences 132 (2024): 04002, https://doi.org/10.1051/bioconf/202413204002.
3. Niken Larasati Sosodoro, Rasi Tamadhika Fajar Ramadhan, and Akhmad Akbar Susamto, "Subsidized Health Insurance Impact among the Poor: Evidence on Out-of-Pocket Health Expenditures in Indonesia," Jurnal Ekonomi & Studi Pembangunan 24, no. 1 (2023): 198–211, https://doi.org/10.18196/jesp.v24i1.17420.
4. Nanik Prasetyoningsih, Zaid Zaid, Wempy Setyabudi Hernowo, and Faishal Hilmy, "State Obligation in Fulfilling the Right to Health through the Mandatory COVID-19 Vaccination," Indonesian Journal of Law & Society 3, no. 2 (2022): 195–218, https://doi.org/10.19184/ijls.v3i2.33651.
5. Tengku Keizerina Devi Azwar, "Economic Globalization and the Right to Health: Rethinking the Role of the State in the Implementation of the National Health Insurance," JUS-Online: Rivista di Scienze Giuridiche 3 (2026): 190–224, https://doi.org/10.26350/18277942_000293.
6. Feby Oldfisra, "Indonesia Health Accounts 2024: Strengthening Evidence for Sustainable Health Financing," World Health Organization, February 12, 2026, https://www.who.int/indonesia/news-room/item/12-02-2026-indonesia-health-accounts-2024--strengthening-evidence-for-sustainable-health-financing.
7. Anis Mashdurohatun, I Made Dwi Jayantara, Rudi Iskandar, Suroto, and Ahmed Rabie, "Delayed Justice in Protecting Emergency Medical Workers," Journal of Sustainable Development and Regulatory Issues 3, no. 2 (2025): 347–371, https://doi.org/10.53955/jsderi.v3i2.116.
8. Rifqi Abdul Fattah et al., "Incidence of Catastrophic Health Spending in Indonesia: Insights from a Household Panel Study 2018–2019," International Journal for Equity in Health 22 (2023): 185, https://doi.org/10.1186/s12939-023-01980-w.
9. Firdaus Hafidz et al., "Out-of-Pocket Expenditure and Catastrophic Costs Due to COVID-19 in Indonesia: A Rapid Online Survey," Frontiers in Public Health 11 (2023): 1072250, https://doi.org/10.3389/fpubh.2023.1072250.
10. Augustine Asante et al., "The Benefits and Burden of Health Financing in Indonesia: Analyses of Nationally Representative Cross-Sectional Data," Lancet Global Health 11 (2023): e770–e780, https://doi.org/10.1016/S2214-109X(23)00064-5.
11. Ming Yao Lim, Hanin Farhana Kamaruzaman, Olivia Wu, and Claudia Geue, "Health Financing Challenges in Southeast Asian Countries for Universal Health Coverage: A Systematic Review," Archives of Public Health 81 (2023): 148, https://doi.org/10.1186/s13690-023-01159-3.
12. Rudy Widodo et al., Pedoman Produk Pembiayaan Multijasa Perbankan Syariah [Guidelines for Multiservice Financing Products in Sharia Banking] (Jakarta: Otoritas Jasa Keuangan, 2025), https://ojk.go.id/id/Publikasi/Roadmap-dan-Pedoman/Syariah/Perbankan-Syariah-Indonesia/Pages/Pedoman-Produk-Pembiayaan-Multijasa-Perbankan-Syariah.aspx [in Indonesian].
13. Otoritas Jasa Keuangan, "Siaran Pers: Dorong Perbankan Syariah Kembangkan Shari'ah-Based Products; OJK Terbitkan Tiga Pedoman Produk Perbankan Syariah" [Press Release: Encouraging Sharia Banks to Develop Sharia-Based Products; OJK Issues Three Sharia Banking Product Guidelines],

2024, https://ojk.go.id/id/berita-dan-kegiatan/siaran-pers/Pages/OJK-Terbitkan-Tiga-Pedoman-Produk-Perbankan-Syariah.aspx [in Indonesian].
14. Novia Dwi Puspitasari and Rahmatina Awaliah Kasri, "Shariah Board Governance and Sustainability Performance: Analysis of Sharia Banking in Indonesia," Jurnal Ekonomi & Studi Pembangunan 24, no. 2 (2023): 458–478, https://doi.org/10.18196/jesp.v24i2.20133.
15. Achmad Zuhdi, Edi Saputra, Hasannudin Hidayat, Khoirul Umam, and Didi Hayamansyah, "Towards an Integrated Sharia Governance Model in Indonesia: Legal Pluralism and the Reconfiguration of State Religion Relations in Financial Supervision," Al-Istinbath: Jurnal Hukum Islam 10, no. 2 (2025): 873–899, https://doi.org/10.29240/jhi.v10i2.12812.
16. Muhammad Abdur Rosyid Albana, "Analisis Pembiayaan Ijaroh Multijasa di BMT Makmur Gemilang Kabupaten Magelang" [Analysis of Multiservice Ijarah Financing at BMT Makmur Gemilang, Magelang Regency], Jurnal Education and Development 9, no. 3 (2021): 555–565, https://doi.org/10.37081/ed.v9i3.2873 [in Indonesian].
17. Khoirul Latifah et al., "Mekanisme Pembiayaan Multijasa Menggunakan Prinsip Akad Ijarah di BPRS Bhakti Haji Bululawang Malang" [Multiservice Financing Mechanism Using Ijarah Principles at BPRS Bhakti Haji Bululawang Malang], Jurnal Keuangan Islam dan Akuntansi 2 (2025): 26–35, https://ejournal.uniramalang.ac.id/mj-bahrain/article/view/7920 [in Indonesian].
18. Widodo et al., Pedoman Produk Pembiayaan Multijasa Perbankan Syariah.
19. Tri Hidayati, Muhammad Syarif Hidayatullah, Parman Komarudin, and Atika Atika, "Digitalization of Islamic Finance: Epistemological Study of the National Sharia Board-Indonesian Council of Ulama's Fatwa," Al-Ahkam 33, no. 2 (2023): 255–278, https://doi.org/10.21580/ahkam.2023.33.2.17324.
20. Dede Abdul Fatah et al., "Akad Murokab on the DSN-MUI Fatwa and Its Effect on Islamic Bank Funding Products," Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah 14, no. 1 (2022): 155–172, https://doi.org/10.15408/aiq.v14i1.25620; Irham Maulana, Imron Rosyadi, and Rizka, "Analysis of the Legal Status of Fees/Ujroh in Multiservice Financing with Kafalah Agreements (Comparison of DSN-MUI Fatwa with AAOIFI)," Al-Afkar: Journal of Islamic Studies 7, no. 1 (2024): 114–134, https://doi.org/10.31943/afkarjournal.v7i1.912.
21. Darti Busni, Doli Witro, Iwan Setiawan, Nana Herdiana Abdurrahman, and Raid Alghani, "Implementation of the Hybrid Contract Concept in Multiservice Ijarah Financing as a Financing Alternative for Health Services in the COVID-19 Pandemic," Juris: Jurnal Ilmiah Syariah 21, no. 1 (2022): 11–24, https://doi.org/10.31958/juris.v21i1.5173.
22. Setiawan bin Lahuri, Mulyono Jamal, Khurun'in Zahro', and Nuriwanda Azizah Nugraheni, "Multi-Service Ijarah Contract for Umrah Financing: Analysis of Its Compliance with DSN-MUI Fatwa," Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah 16, no. 1 (2024): 143–162, https://doi.org/10.15408/aiq.v16i1.35424.
23. Dede Abdul Fatah et al., "Akad Murokab on the DSN-MUI Fatwa and Its Effect on Islamic Bank Funding Products," Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah 14, no. 1 (2022): 155–172, https://doi.org/10.15408/aiq.v14i1.25620.
24. Irham Maulana, Imron Rosyadi, and Rizka, "Analysis of the Legal Status of Fees/Ujroh in Multiservice Financing with Kafalah Agreements (Comparison of DSN-MUI Fatwa with AAOIFI)," Al-Afkar: Journal of Islamic Studies 7, no. 1 (2024): 114–134, https://doi.org/10.31943/afkarjournal.v7i1.912.

25. Abiyajid Bustami, "Kesesuaian Akad Ijarah Multijasa pada Produk Pembiayaan Umrah dengan Prinsip-Prinsip Syariah di Amitra Syariah Financing Cabang Samarinda" [Compliance of Multiservice Ijarah Contracts in Umrah Financing Products with Sharia Principles at Amitra Syariah Financing, Samarinda Branch], JESM: Jurnal Ekonomi Syariah Mulawarman 3, no. 3 (2024): 172–178, https://doi.org/10.30872/jesm.v3i3.2820 [in Indonesian].
26. Dariana and Wawan Ismanto, "Analisis Pembiayaan Multijasa dengan Akad Ijarah (Studi pada PT. BPRS Berkah Dana Fadhlillah Air Tiris Kabupaten Kampar)" [Analysis of Multiservice Financing Using Ijarah Contracts: Study at PT BPRS Berkah Dana Fadhlillah], Jurnal Perbankan Syariah 1, no. 1 (2020): 1–14, https://doi.org/10.46367/jps.v1i1.195 [in Indonesian].
27. Fatah et al., "Akad Murokab on the DSN-MUI Fatwa"; Darti Busni et al., "Implementation of the Hybrid Contract Concept in Multiservice Ijarah Financing as a Financing Alternative for Health Services in the COVID-19 Pandemic," Juris: Jurnal Ilmiah Syariah 21, no. 1 (2022): 11–24, https://doi.org/10.31958/juris.v21i1.5173.
28. Dewan Syariah Nasional-Majelis Ulama Indonesia, Fatwa No. 09/DSN-MUI/IV/2000 tentang Pembiayaan Ijarah [Fatwa on Ijarah Financing] (2000); Fatwa No. 19/DSN-MUI/IV/2001 tentang Al-Qardh [Fatwa on Al-Qardh] (2001); and Fatwa No. 44/DSN-MUI/VIII/2004 tentang Pembiayaan Multijasa [Fatwa on Multiservice Financing] (2004) [in Indonesian].
29. Fatah et al., "Akad Murokab on the DSN-MUI Fatwa"; Busni et al., "Implementation of the Hybrid Contract Concept."
30. Tri Hidayati et al., "Digitalization of Islamic Finance: Epistemological Study of the National Sharia Board-Indonesian Council of Ulama's Fatwa," Al-Ahkam 33, no. 2 (2023): 255–278, https://doi.org/10.21580/ahkam.2023.33.2.17324.
31. Maulana, Rosyadi, and Rizka, "Analysis of the Legal Status of Fees/Ujroh"; Bustami, "Kesesuaian Akad Ijarah Multijasa."
32. Constitution of the Republic of Indonesia of 1945, arts. 28H(1) and 34(3); Law No. 17 of 2023 on Health (Indonesia).
33. Agustin and Syahuri, "Implementasi Undang-Undang Kesehatan"; Mashdurohatun et al., "Delayed Justice in Protecting Emergency Medical Workers."
34. Muhammad Fakih, Rudi Natamiharja, Isroni Muhammad Miraj Mirza, Andre Arya Pratama, and Rasmi Zakiah Oktarlina, "Resolving Medical Disputes: Lessons from U.S. Arbitration for Indonesia's Legal Framework," Hasanuddin Law Review 11, no. 1 (2025): 148–160, https://doi.org/10.20956/halrev.v11i1.5375.
35. Azwar, "Economic Globalization and the Right to Health"; Asante et al., "The Benefits and Burden of Health Financing in Indonesia."
36. Widodo et al., Pedoman Produk Pembiayaan Multijasa Perbankan Syariah.
37. Frita Ayu Pribadi and Erna Setijaningrum, "Analisis Prinsip Pembiayaan Kesehatan dalam Mendukung Cakupan Kesehatan Semesta di Indonesia" [Analysis of Health Financing Principles in Supporting Universal Health Coverage in Indonesia], Jejaring Administrasi Publik 15, no. 2 (2023): 60–78, https://doi.org/10.20473/jap.v15i2.49582 [in Indonesian].
38. Ascarya, Akad dan Produk Bank Syariah [Sharia Banking Contracts and Products] (Jakarta: Rajawali Pers, 2015) [in Indonesian].
39. Busni et al., "Implementation of the Hybrid Contract Concept."
40. Dariana and Ismanto, "Analisis Pembiayaan Multijasa dengan Akad Ijarah."

41. Makhsunah Ulfa and Abdur Rohman, "Strategi Marketing Mix BPRS Lantabur Tebuireng Cabang Lamongan dalam Meningkatkan Jumlah Nasabah Produk Pembiayaan Hijrah Akad Ijarah Multijasa" [Marketing Mix Strategy to Increase Customers of Multiservice Ijarah Financing], Nisbah: Jurnal Perbankan Syariah 10, no. 2 (2024): 129–139, https://doi.org/10.30997/jn.v10i2.15402 [in Indonesian].
42. Interview with an officer of an Islamic commercial bank, Medan, Indonesia, 2026.
43. Ibid.
44. Ajeng Mar'atus Solihah, "Penerapan Akad Ijarah pada Pembiayaan Multijasa dalam Perspektif Hukum Islam" [Application of Ijarah Contracts to Multiservice Financing from an Islamic Law Perspective], Az-Zarqa' 6 (2014): 103–121 [in Indonesian].
45. Bustami, "Kesesuaian Akad Ijarah Multijasa."
46. Otoritas Jasa Keuangan, Surat Edaran Otoritas Jasa Keuangan Republik Indonesia Nomor 25/SEOJK.03/2023 tentang Manajemen Risiko bagi Bank Umum Syariah dan Unit Usaha Syariah [Financial Services Authority Circular Letter No. 25/SEOJK.03/2023 on Risk Management for Sharia Commercial Banks and Sharia Business Units] (2023), https://ojk.go.id/id/regulasi/Documents/Pages/Penerapan-Manajemen-Risiko-Bagi-Bank-Umum-Syariah-dan-Unit-Usaha-Syariah/SEOJK%2025-SEOJK.03-2023%20Penerapan%20Manajemen%20Risiko%20Bagi%20Bank%20Umum%20Syariah%20dan%20Unit%20Usaha%20Syariah.pdf [in Indonesian].
47. Nilam Sari, Azharsyah Ibrahim, Muzammil, and Muksal, "Managing Financing Risk of Islamic Banking Products in Indonesia: A Value at Risk Approach," Jurnal Ilmiah Islam Futura 24, no. 1 (2024): 213–240, https://doi.org/10.22373/jiif.v24i1.17693.
48. Ahmad Roziq and Zakiyyah Ilma Ahmad, "Enhancing Performance: Minimizing Risk in Islamic Banks in Indonesia," Cogent Business & Management 11 (2024): 2294519, https://doi.org/10.1080/23311975.2023.2294519.
49. Interview with an officer of an Islamic commercial bank, Medan, Indonesia, 2026.
50. Arviana and Hafidz, "The Relationship Between Health Insurance Ownership and Health Service Utilization."
51. Ibtisam @ Ilyana Ilias, Muhamad Ikhwan Mohd Zain, Nur Ezan Rahmat, and Dinda Keumala, "A Comparative Assessment of Alternative Dispute Resolution for Financial Consumer Protection in Malaysia and Indonesia," Environment-Behaviour Proceedings Journal 8, special issue 13 (2023): 23–29, https://doi.org/10.21834/e-bpj.v8iSI13.5041.
52. Dinda Riskanita, "Tanggung Jawab Fasilitas Pelayanan Kesehatan terhadap Kerahasiaan Rekam Medis Pasien" [Responsibility of Healthcare Facilities for the Confidentiality of Patient Medical Records], Adijaya Journal Multidisiplin 1 (2023): 1128–1137 [in Indonesian].
53. Muhammad Fakih et al., "Resolving Medical Disputes: Lessons from U.S. Arbitration for Indonesia's Legal Framework," Hasanuddin Law Review 11, no. 1 (2025): 148–160, https://doi.org/10.20956/halrev.v11i1.5375.
54. Busni et al., "Implementation of the Hybrid Contract Concept."
55. Interview with an officer of an Islamic commercial bank, Medan, Indonesia, 2026.