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Study of the Differentiation of Conventional Credit Card and Sharia Card Products in Sharia Banks

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The development of sharia banking in Indonesia has experienced quite significant growth. It is based on the innovation of the credit card product issued by Sharia banking, namely the Syariah Card. This research aims to explain the differences between conventional credit card products and sharia cards regarding mechanism and product use. This research uses a qualitative method with a descriptive approach. The research results found that the differences between conventional credit card products and Sharia cards are in the transaction agreement scheme used, interest and the use of fees (juror) on Sharia cards. The existence of Sharia cards refers to the fatwa of the National Sharia Council of the Indonesian Ulema Council regarding the permissibility of Sharia credit cards No.54/DSN-MUI/X/2006 concerning Sharia Cards. The difference between Sharia cards and conventional credit cards is that Sharia cards are not allowed to charge interest but only remuneration (juror) or fees from each transaction. Conventional credit cards use interest-based because they assume the "time value of money" is money. It is just a medium of exchange that turns into a commodity that can reproduce only because of the opportunity factor of time, without the role of humans who work on it. Sharia banking needs to use this as a reference in making products for the public.

Keywords: Credit cards, Sharia cards, Sharia banking, Indonesian Ulema Council.

INTRODUCTION

Islamic economics has reached a golden age by raising the economy's level (Huda, 2016). Furthermore, with a practical lifestyle and easy transactions, banks are encouraged to provide digital services (Wardani, 2016). In Indonesia, innovation has emerged to issue credit card products in both conventional and sharia banking. (Margaretha & Sari, 2015) stated that based on Bank Indonesia data, the number of credit cards in circulation as of January 2014 reached 15.12 million. Then, Dudiyanto et al. (2021) stated that based on Bank Indonesia data, the volume of credit card transactions in 2020 reached IDR 349.211 billion. It shows a growth of 3.26 per cent compared to 2019, with a nominal value of IDR 342.68 trillion or a growth of 8.9 per cent (Dudiyanto et al., 2021). Thus, the use of credit cards is prevalent among the public.

With the public's high interest in credit cards (Dwididanti & Anggoro, 2022), Sharia banks also issue credit cards that refer to Sharia principles (Yusuf, 2011). Sharia Cards have been implemented in several Sharia banks: Bank Syariah Indonesia, Bank Mega Syariah, and CIMB Niaga Syariah (Lestari, 2021). It refers to the provisions of the MUI DSN Fatwa No. 54/DSN-MUI/X/2006, followed by government regulations as implementing regulations for the fatwa (Mutafarida, 2017). From the explanation above, the need for sharia cards has increased. However, the use of sharia cards has yet to be implemented. This is because there is still debate regarding this matter. Therefore, this research discusses credit cards, Sharia banking, Sharia cards, credit card schemes in Indonesia, and Sharia card contract mechanisms.

METHOD

This study uses a qualitative method. Mason (2017) explains that qualitative research methods are usually exploratory, flexible, fluid, and context-sensitive (Wulan et al., 2019). The research approach is descriptive. Data and documents were obtained from literature studies originating from reference journals and books—data in the form of numbers obtained from reports from government associations that handle the credit card sector. Then, the document used in this research is a comparative study between conventional credit card products and Sharia cards at Sharia banks. Documents were analyzed using a descriptive approach. The results of the analysis are also finally presented descriptively.

RESULT AND DISCUSSION

Definition of Credit Card, Islamic Bank, and Sharia Card

According to several researchers, e.q. Ardha (2020), Hasrif (2012) and Siliwangi (2009), The Big Indonesian Dictionary explains that a credit *card* is thick paper and rectangular (for various purposes, almost the same as a ticket). Meanwhile, credit means: (1) borrowing money with card repayments in instalments. (2) loans up to a certain amount permitted by the bank or other body. If these two words are combined, the definition of a credit card is a thick paper that provides facilities to the owner in the form of a loan from a bank or other body that must be paid in instalments.

Santosa (2009) explains that credit cards are bithloqah al *i'timaniyah,* translated from Arabic into English. They are called credit cards. Furthermore, Santosa (2009) explains that the definition of a credit card in terms of terminology is taken from the word *bithaqah* (card), which is linguistically used for small pieces of paper or other materials, above which an explanation related to the piece of paper is written. Meanwhile, the word i'timan means a condition of security and mutual trust.

Sharia banking is a banking institution that aligns with the Islamic value system and ethos (Putra et al., 2022). Putra et al. (2022) explain that Sharia banks are institutions/banking whose operations and products are developed based on Islamic law (the Qur'an and Hadith) and use fiqh rules. A Sharia bank is a financial institution whose primary business provides financing and other services or circulation and whose implementation is adapted to Islamic principles (Rapika, 2021). According to Law of the Republic of Indonesia Number 21 of 2008, Sharia Banking is everything related to or related to Sharia Banks and Sharia Business Units, including institutions, business activities, as well as methods and processes for implementing business activities (Supriatna et al., 2022). Thus, Islamic banks operate with Islamic sharia principles. Sharia follows the principles maintained in the Al-Qur'an and Hadith (Sobarna, 2021). As an illustration, in Indonesia, Sharia banking was pioneered by Bank Muamalat (Ismal, 2013). Sharia banking has become a new colour in the financial industry. In fact, according to several researchers, e.g. Fitriyanti et al. (2023), Pabbajah et al. (2019), and Zaini et al. (2019), Bank Sharia is the public's choice to carry out their transactions by Sharia principles.

According to several researchers, e.q. Addieningrum & Aslina (2021), Sholichah & Syakir (2022) and Wardani (2016), Syariah Card is a card that functions like a credit card where the legal relationship (based on an existing system) between the parties is based on sharia principles as regulated in the fatwa. The ulama allows the kafala system and practices in Ramallah based on the arguments of the *Qur'an*, *sunnah* and *ijma* (Maulana, 2022; Nasution, 2019; Ramadhani, 2017). Allah says, "and whoever can return it will get food (the weight of) a camel's load, and I guarantee it." (QS. Yusuf: 72). Ibn Abbas said that what is meant by the word "za'im" in this verse is "kafil". Rasulullah SAW has also said in one of his hadiths: "*az-aim harm*" means the person who guarantees means is in debt (Because of the guarantee) (Hadith narrated by Abu Dawud, Turmidhi, Ibn Hibban)

The term Sharia card is often used by academics and practitioners, including those who mention (a) Sharia-based credit cards, (b) Sharia credit cards, (c) Islamic credit cards, and (d) credit cards based on Sharia principles. In principle, these four terms have the same meaning. Moreover, these terms use the word credit. Thus, according to some researchers, e.q. Frimanda (2015), Huda (2021), and Norman (2020), the credit element itself contains usury, so these four terms are not appropriate to use.

By the DSN MUI Fatwa No. 54/DSN-MUI/X/2006 concerning Sharia Cards, it is defined as a card that functions as a credit card with legal relations between parties based on Sharia principles as regulated in the fatwa. DSN has also provided provisions regarding the permissibility of charging fees for occurring transactions in this fatwa. In this case, the card issuer can charge a membership fee (*rusum al udhwiyyah*). In the form of membership fees, including an extension of the membership period of the cardholder in return for permission to use the card, payment for which is based on an agreement. Merchants can also provide fees to card issuers for transactions using cards as wages/rewards or *ujrah* for intermediary, marketing and billing services.

Credit Card Scheme in Indonesia

Banking in Indonesia has experienced significant developments, especially in transactions, where the payment system used was initially traditional, namely barter. Some researchers e.q. Afif & Mulyawisdawati (2016), Pujiyono (2005), and Utsmani (2017) explain that due to difficulties in the similarity of desires for the type of goods to be exchanged (double coincidence of wants), money was born as the most efficient and effective medium of exchange. However, according to Pujiyono (2005), the existence of money itself still creates obstacles and problems in its use.

Credit cards in the early 2000s became a severe topic of discussion among Islamic scholars, academics and practitioners in line with the progress of banking and Islamic financial transactions in Indonesia (Sutono, 2022). The increasingly widespread use of credit cards raises several problems if viewed from the perspective of Islamic fiqh (Utsmani, 2017). Problems arise because so many parties are involved in credit card transactions that the jurists need help determining the appropriate type and number of contracts to use (Wardani, 2016). Some scholars argue that credit card transactions only use one contract, others say it involves six contracts, namely *kafalah, wakalah, hawalah, murabahah, qardh* and *ijarah* (Ghozali & Fammy, 2018; Wardani, 2016).

In modern transactions, it has been proven that the existence of credit cards promises ease in making payments (Febriaty, 2019). The credit card itself is a card issued by certain financial institutions to users so that they can purchase goods and services from companies that accept the card without paying in cash or debt (Wahyuningsih, 2016). The differences in schemes between conventional and sharia credit cards can be seen in detail in Figure 1. Conventional credit cards became widely used in Indonesia in the 1990s (Hamin, 2020; Lubis & Lubis, 2012). The conventional credit card working system starts from application, issuance, and purchase transactions to billing carried out by the paying institution (Pujiyono, 2005). In the Indonesian version, the Conventional Credit Card Scheme is explained in detail in Figure 1.

Figure 1: Conventional Credit Card Scheme
Source: Chairunnisa (2018)

Sharia credit cards are very different from conventional credit cards (Chairunnisa, 2018; Haling et al., 2019). The use of Sharia credit cards to purchase goods is usually inseparable from the basis of the murabahah scheme because it is a form of buying and selling transaction (Pujiyono, 2005; Riska, 2016). Meanwhile, if it is related to purchasing or utilizing services, the basic approach to sharia credit cards is to use ijarah (Ghozali & Fammy, 2018). The primary difference between it and conventional credit cards is the limitations of Sharia credit cards in transactions (Pujiyono, 2005). Pujiyono (2005) explains that not all types of transactions can be carried out by Sharia credit cards, namely transactions that are haram according to Islamic sharia, both in terms of goods and services. Pujiyono (2005) identified that Sharia credit cards cannot and should not be used to purchase goods such as liquor, pork and other haram goods. Furthermore, Pujiyono (2005) explains that this card is also not permitted for transactions to pay for discotheques, bars, prostitution, gambling and other illicit services.

The Sharia credit card system, from the issuance request and purchase transactions to billing carried out by the paying institution, can be explained in the Indonesian version in Figure 2.

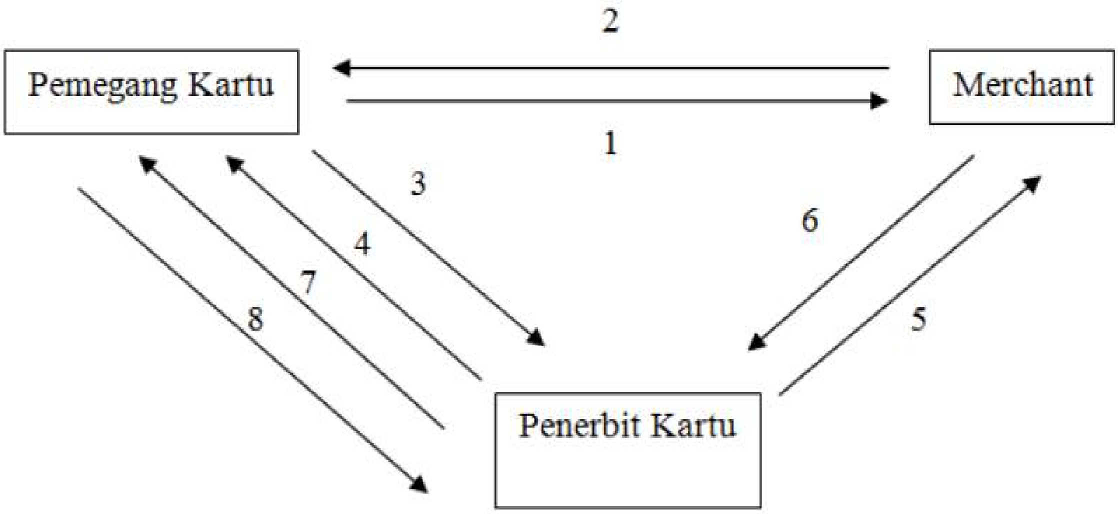

Figure 2. Sharia Card Scheme
Source: Mustofa (2015)

Based on the scheme above, three parties are involved in the Sharia card mechanism (Maksum, 2014; Mustofa, 2015). First, the card issuer (*musdir al bithaqah*) is a Sharia bank that issues Sharia cards. Second, cardholders (pregnant al barakah), namely customers who use sharia cards. Third, card recipients *(tajir/qabil al bitaqah*), namely merchants, shopping centres, and shops. Wardani (2016) identified that Sharia cards and credit cards go through several issuance mechanisms or procedures. First, the cardholder enters into an agreement with the credit card issuer, and based on this agreement, the issuer issues a credit card in the cardholder's name. With this card, the cardholder can shop at shops or other service sectors willing to serve where the merchant previously agreed with the issuer. Furthermore, secondly, the credit card holder enters into a sales and purchase agreement with the merchant. In the end, thirdly, the merchant collects payment from the credit card issuer, and the card issuer makes payment in advance of the credit card holder's debt (in this case, the credit card issuing company receives a commission from the merchant). The credit card issuing company will bill the cardholder at the specified time.

Frimanda (2015) explains that on conventional credit cards, the calculation is determined by interest costs and other costs (such as late fees) that arise in that month, which will be accumulated with the remaining principal debt that has not been paid after the due date to calculate interest costs in the following month, so it is known as a compound interest system (interest that is compounded again). Frimanda (2015) explains that interest calculations are also based on the initial value of the debt at the time of the transaction and also look at the number of days the debt has been outstanding. It is based on the average daily debt balance calculated from the transaction date (Frimanda, 2015). Therefore, according to Frimanda (2015), it is different from sharia cards which use a monthly fee calculation system (debt management fee - *ujrah* equivalent 2.95%) calculated based on the remaining net principal debt after the due date, so the fee incurred in the previous month are not accumulated with the remaining principal debt to calculate costs in the following month.

Sharia Card Contract Mechanism

Mustofa (2015) and Sutono (2022) explains that Shariah cards or Sharia credit cards have almost no fundamental differences from Sharia charge cards. What differentiates the two is that in the Sharia charge card, there are no provisions regarding *da'wah* (compensation) as is regulated in the provisions of the Sharia card or credit card. A Sharia credit card is a card that functions as a credit card with a legal relationship (based on an existing system) between the parties based on Sharia principles. According to the view of (Al-Mushlih & Ash-Shawi, 2004), what is meant by the parties here are the card issuer or *musher al-bithâqah*, the cardholder or *hâmil bithâqah* and the card recipient, in this case, the merchant or *qâbil al-bithâqah* (Mustofa, 2015; Sutono, 2022).

In order to differentiate Syariah Cards from conventional credit cards, by DSN MUI Fatwa No. 54/DSN-MUI/X/2006 concerning Syariah Cards, it is defined as a card that functions as a credit card that has legal relations between parties based on Sharia principles as in the fatwa, so that it is free from Usury practices include: (a) *kafalah* is transferring the responsibility of a guaranteed person by holding on to the responsibility of another person as guarantor. The *kafalah* contract is a guarantee that the company usually carries out. (b) *Qardh* can be interpreted as a loan agreement (distribution of funds) to a customer with the condition that the customer is obliged to return the funds received to the Sharia Financial Institution (LKS) at the time agreed between the customer and LKS. The connection between *Qardh* and Sharia cards is in the case of issuing cards as a loan (*murid*) to cardholders through cash withdrawals from the bank or ATM of the card issuing bank. (c) *Ijarah*, in this case, is the card issuer as a provider of payment system services and services to cardholders. For this *Ijarah* agreement, the cardholder is charged a membership fee. Apart from membership fees, card issuers also take *ujrah*/other fees called merchant fees and fees for cash withdrawals.

However, the MUI DSN regulates the following limits on the use of Sharia Cards: (1) does not give rise to *Riba*, (2) is not used for transactions that are not by Sharia, (3) does not encourage excessive spending (*israf*) by, among other things, setting a ceiling maximum spending, (4) the primary cardholder must have the financial capacity to pay off on time, (5) do not provide facilities that are contrary to Sharia.

From the above understanding, DSN MUI considers that in providing convenience, security and comfort for customers in carrying out transactions and cash withdrawals, Islamic banks are deemed necessary to provide a type of credit card, namely a payment instrument using a card that can be used to make payments for obligations arising from economic activity, including shopping activities and/or making cash withdrawals, where the cardholder's payment obligations are fulfilled first by the issuer..

The differential between Credit Cards and Sharia Cards

The most prominent difference between credit and sharia cards is in calculating interest costs. Conventional credit card holders can be said to be borrowers of money so that they will be charged interest (finance charge). In contrast to Sharia cards, they do not charge interest. However, they are subject to the following provisions: first, monthly membership fees (membership fees), namely the card issuer has the right to receive membership fees (*rusum al-udhwiyah*), including an extension of the membership period from the cardholder as a reward (*ujrah*) for permission use of card facilities, the amount of which is determined by the bank.

At Bank Mega Syariah, monthly fees are charged if the cardholder pays only part of their total purchases (full payment). For example, a shopping cardholder spends 5 million, only pays half at maturity, and then the cardholder is subject to a monthly fee. Suppose full payment is not charged. Second, Sharia contracts are used in Sharia cards such as *Qardh, Ijarah*, and *Kafalah* so that all Sharia card activities follow Sharia principles. Meanwhile, conventional credit cards prioritize the time value of money, and there is the practice of Riba because interest charges are charged to the cardholder. Third, there is supervision from regulations other than the OJK, namely the Sharia Supervisory Board (DPS) in Sharia banking, so all the activities of this Sharia card have gone through quite a long process so that it can be issued by Sharia banking in Indonesia. Starting from the Sharia contract used and the limits in this Sharia card, it is not easy for Muslim people to be complacent in using it; one of the limitations is that it is not recommended to behave consumptively or maximize their spending..

In the DSN MUI fatwa No. 54/DSN-MUI/X/2006 several provisions set limits on sharia credit cards, namely: (1) they must not give rise to usury, (2) they must not be used for transactions with objects that are haram or immoral. (3) not encouraging *israf* (waste) by, among other things, setting a maximum spending ceiling. (4) must not result in debt that never existed. (5) The primary cardholder must have the financial capacity to pay off on time. (6) card issuers are not permitted to provide facilities contrary to Sharia.

Meanwhile, conventional credit cards are interest-based credit cards because they assume the time value of money, that money, which is just a medium of exchange (medium of change), turns into a commodity that can reproduce only because of opportunity and time factors alone, without the role of humans who worked on it. Therefore, with the issuance of sharia cards, which are cards for consumer financing in Sharia banking as a means of transactions for the public, does this not cause people's consumptive behaviour to increase, while the rate of income is not experiencing the same rapid pace? Easy access to banks and non-cash transactions quickly and efficiently will impact the desire to obtain goods and services more efficiently. Meanwhile, the concept of Sharia economics, one of the behaviours that must be adhered to and carried out by Muslims who believe in the Sharia system as a life guide in meeting their daily needs, is a consumer behaviour that is not wasteful/not consumptive..

One thing that differentiates Sharia financing cards from conventional credit cards is the cash rebate. It is a form of appreciation from the bank to cardholders for payment of bills whose size is proportional to the membership fee amount. For example, in 2023, Bank Mega Syariah issued a Syariah Card, which stipulates that there are no administration fees, only a fee (juror) if you are late in paying. The payment in not in full, approximately 1.75% of the card limit. (Frimanda, 2015)

CONCLUSION

In general, the development of sharia banking in Indonesia has experienced significant growth. This can be seen from the innovation of Sharia card products issued by Sharia banks such as Bank Syariah Indonesia, Bank Danamon Syariah, and Cimb Niaga Syariah. As of 2023, Bank Mega Syariah has also launched its Syariah Card. One of the differences between credit cards and Sharia cards is the contract used in them, so they must be by Sharia principles. Meanwhile, in Indonesia, the regulations that allow sharia cards are by DSN MUI Fatwa No. 54/DSN-MUI/X/ 2006. Credit cards and Sharia Cards are contradictory because credit cards charge fees with elements of the practice of Riba by charging fees (interest). Meanwhile, a monthly fee on sharia cards is permitted according to the DSN MUI fatwa.

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