
Health Program Optimization in Islamic Boarding Schools from the Perspective of Maqashid Sharia

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Received February 02, 2025; Revised April 25, 2025; Accepted May 01, 2025

Abstract

Objective: This study aims to analyze the optimization of health insurance programs in Islamic boarding schools through the lens of Maqashid Sharia. Islamic boarding schools (pesantren), as religious-based educational institutions accommodating thousands of students, face various challenges in providing adequate and sustainable health services. The health insurance program initiated by the Health Social Security Administration Agency has emerged as a potential solution to improve health access within these institutions. **Theoretical framework:** The theoretical framework of this research is built upon the integration of Islamic legal philosophy (Maqashid Sharia) with public policy analysis in health management. **Literature review:** Previous literature highlights the significance of Maqashid Sharia in evaluating welfare-oriented programs, yet little attention has been paid to health program implementation in faith-based educational institutions. **Methods:** Using a qualitative method with a descriptive-analytical approach, this study collected data through in-depth interviews with pesantren administrators, students, and BPJS representatives, complemented by document analysis of regulations and policies related to health programs in pesantren. **Results:** The findings reveal that the health insurance program has brought significant benefits in ensuring access to health services and protecting student welfare, particularly in terms of hifz an-nafs. However, several obstacles remain, including limited awareness among stakeholders, insufficient socialization of the program, and administrative complexities in premium management. From the Maqashid Sharia perspective, the program contributes positively to the protection of life but requires further optimization to align with broader sharia objectives, such as safeguarding wealth and intellect. **Implications:** The implication of this study emphasizes the need for policy improvements, targeted socialization strategies, and integration of sharia-based health education in pesantren. **Novelty:** The novelty of this research lies in its interdisciplinary analysis, combining Islamic legal theory with contemporary health program evaluation, which offers a new perspective in the field of Islamic social welfare studies.

Keywords: maqashid sharia, islamic boarding schools, health insurance, islamic social welfare, protection.

INTRODUCTION

The optimization of the Health Social Security Administration Agency (BPJS Kesehatan) program in Islamic boarding schools plays a vital role in improving the health welfare of students and staff, aligning with the goals of Maqashid Shariah. Maqashid Shariah, which emphasizes the protection and preservation of essential aspects of human life—faith, life, intellect, lineage, and wealth—provides a framework for evaluating the effectiveness of this program. By ensuring access to healthcare services, BPJS Kesehatan contributes to safeguarding life (*hifz al-nafs*) and supporting the well-being of individuals within the pesantren community. This analysis explores how the program can be further optimized to meet the specific needs of Islamic boarding schools, considering the challenges and opportunities present. The integration of health services through BPJS not only enhances physical well-being but also aligns with Islamic principles, promoting comprehensive health welfare that supports both the spiritual and physical aspects of life following Maqashid Shariah [1].

Islam is very passionate that Muslims enjoy physical and psychological health, with them a person can worship and do good for himself, his family, and his nation, and with them, he can build the earth, and the Prophet praised the strong believers, and he said, peace and blessings upon him (a strong believer is better and more loved by God than a weak believer and in all goodness) [1].

Imam al-Nawawi said, "What is meant by violence here is the determination of the soul and the Qur'an in the affairs of the Hereafter, so that the owner of this description will be more courageous to the enemy in jihad and quicker to go to him, and go in his request, and more determined in the command of goodness, and the prohibition of evil and patience to harm in all of it, and the possibility of difficulties in God Almighty, and I want to pray, fast, remember and other worship, and I am more active in seeking and maintaining them and so on) [2].

God Almighty bestows upon His servants His blessings, whether they are visible or innumerable, and one of the greatest of these blessings, thanks to health, it is the capital of man after faith in God Almighty, from Ibn Abbas, may Allah be pleased with them, that the Prophet, may Allah bless him and grant him peace, said (two blessings in which many people are harmed, health and emptiness), health in the body is a great blessing that can only be realized by those who lose it [3].

For this reason, Islam establishes health etiquette and means of prevention, obliges purity and cleanliness, which are the pillars of health, and urges for treatment, medicine, and touch health, because every disease has a cure, and for every disease there is a cure, so Osama bin Shrek (may Allah be pleased with him) said, "I came to the Prophet (peace and blessings of Allaah be upon him) and his companions were as if the bird were above their heads, So I greeted and then sat down, and the Arabs came from here and here and they said: O Messenger of Allah, do you heal? He said, "Take care of yourselves, for Almighty God does not put sickness unless He gives him a cure other than one sickness" [4].

One of the manifestations of Islam's concern for health is that Islam has developed means of prevention, and therapeutic methods, to preserve it, and prevent disease before it occurs, prevention is better than cure, and the fact that Islam's position on health, prevention, and safety of the body is a position unparalleled in any religion, cleanliness is worship and proximity, but rather an obligatory obligation, as we find the books of Sharia in Islam begins with the first thing that begins with the section titled (purity) Meaning, cleanliness, this is the first thing learned by a Muslim man and woman from Islamic jurisprudence because purity is the key to daily worship like prayer, so prayer only applies with purity and cleanliness of clothing, body, and place from dirt and impurities, to say the Almighty. O you survivors If you get up to pray, wash your face and hands at the facility and clean your head and feet up to the heels, and if you are side by side, purify yourself and if you are sick or traveling or the arrival of one of you from the end or to the women 4 and you do not find what 4 so you make

a good day so clean your face and hands from him what God wants to make you out of the sense to be ashamed and to purify you and to perfect His mercy on you so that you may be thankful [5]–[7].

It is known that developments and advances in various aspects of life have led to the emergence of many disasters and developments that require research and reflection from a legal point of view, since the texts in the Qur'an and the Sunnah are limited, while the issues, accidents and interests of the people are updated and unlimited. If the provisions are not promulgated, the interests of the people will not be renewed and their development will be necessary, and the law will be limited to the interests that are only considered by the streets, it will interfere with many people's interests at different times and places, and the law will stop keeping pace with the development of the people. And their interests and this is inconsistent with what the law means to achieve the interests of the people. Especially if the disaster is very detrimental to people's lives and is related to many of their conditions and livelihoods [8]–[10].

Today, we are witnessing the negativity brought about by modern civilization represented in environmental pollution and density and its impact on the types of food, water, and air, the pressure of life is increasing, and diseases and accidents unknown in the past have spread. This has resulted in the emergence of new health needs that exceed the cost of one's financial capabilities, such as cancer, diabetes, stress, heart, kidney, and other diseases of the respiratory system, reproductive system, and digestive system, and the most urgent people in the world are in desperate need except for psychological care, which has become one of the requirements of adaptation to modern society. Dr Muhammad Jabr Al-Alfi said, "The world has been plagued by physical and moral pollution, which is the most important reason for the spread of visible and hidden diseases, which makes the government stand helpless in front of a large number of patients and the high value of treatment and the high price of medicine" [11], [12].

Therefore, the Indonesian state strives to achieve health for its people, as stated in Indonesian Law No. 36 of 2009 concerning Health, Part III Rights and Obligations 4 and 5 that health, medicine, and health care are the rights of all Indonesian people, so everyone must be afraid of health and achieve it. The state must consider the right to health as a human right without discrimination, and the state must take care of human beings, from birth and continuing into old age [13]–[15].

For this reason, the Indonesian state has taken a path to achieve the interests of public health by requiring them to share Indonesian health insurance, the state aims with this program that every Indonesian citizen gets the right to medical treatment and medicines, especially if the costs are high and large that some people cannot afford [16], [17].

With this great interest, the Indonesian health insurance contract is not without discussion and talk, it has been said that the Indonesian health insurance contract is not a legal contract that is allowed, but a contract in which there is a kind of gharar and gambling because it is a risk contract, that is if a person pays a premium and then gets what he gets himself from the disaster, He may take more than he has paid, and he can pay the instalments and no disaster comes, so he does not take anything for what he has paid, this risk and this is forbidden by Sharia [18], [19].

LITERATURE REVIEW

The research on health insurance has many purposes because the insurance issue is a new modern problem and people need to know the decision, this attracts the attention of scientists, legal experts, and researchers in giving a firm assessment of health insurance and they prepare research and scientific thesis in it, and there are many studies related to the subject of health insurance and we mention here some of them [20]–[22].

The first research with the title of sharia cooperative insurance, its reality, types, and legitimacy, was compiled by Prof. Dr. Hassan Ali Al-Shazly. The researcher in his research mentions the reality of commercial insurance, its characteristics, objectives, types, and provisions in Islamic law, as well as among the researchers in his research the facts of cooperative insurance and its pillars, their characteristics, and types and focuses on two things of insurance, namely life insurance and other insurance [\[23\]](#)–[\[25\]](#).

The second research entitled "Takaful Insurance in the Light of Sharia Objectives", written by Amin Hajji Al-Dasuki aims to study Takaful insurance and its relationship with the objectives of Islamic law, through the statement of the concept of traditional insurance by UAE law and Takaful insurance and the statement of the legal limits of commercial insurance. The purpose of this study is to show the importance of handling Takaful insurance and its role in cooperative cooperation based on non-profit donations and that the discipline is disciplined with attachment to Sharia objectives and jurisprudence adaptation [\[26\]](#), [\[27\]](#).

The third research entitled "Basic Principles of Takaful Insurance and its Sharia Roots", compiled by Dr. Abdul Salam Ismail Onagan, presented to the Conference on Cooperative Insurance, its dimensions, prospects, and position of Islamic law on it, in collaboration between the University of Jordan, the International Academy of Islamic Fiqh and the Islamic Educational, Scientific and Cultural Organization (ISESCO). The researcher talks about the rules of Takaful insurance and its adaptation from a legal point of view and then mentions the differences between Takaful insurance and traditional insurance, and the study also talks about the principle of cooperation, the principle of gharar and risk and what the legal roots of each principle [\[28\]](#), [\[29\]](#).

In the fourth study, *The Reality of Takaful Insurance*, compiled by Dr. Musa Mustafa Al-Qudah, the researcher talked about the concept of Takaful insurance and its proof of legitimacy, then included a statement on the formulation in which Takaful insurance can be established and then mentioned the difference between Takaful insurance and commercial insurance.

The fifth research entitled *Health Insurance An Applied Sharia study*, written by Dr. Muhammad Jabr Al-Alfi, a study submitted to the *Al-Hikma* magazine (scientific research journal of the semi-annual court of Sharia culture, thirty-second edition of Muharram 1427 H), between researchers for health insurance and its contractual rules and possibilities and ignorance in the light of the development of the cooperative insurance system, as well as the researcher tries to reveal the extent of the need for health insurance in the light of the physical and moral pollution that plagues the world and then mentions about the Application of insurance in Saudi Insurance and the Saudi Insurance House of Egypt [\[30\]](#), [\[31\]](#).

The sixth study, *Health Insurance Book*, its types and provisions in the perspective of Islamic jurisprudence, a comparative study, written by Dr. Murad Mahmoud Muhammad Hassan Haidar, in which the researcher talks about the insurance pillars and their types, then mentions health insurance, its characteristics and scope, and then the doctor explains the rules of sharia insurance in its three forms and is faced with the practical application of health insurance and the proposed control to make the health insurance contract a valid contract.

A study in Indonesian entitled *BPJS Kesehatan in the Perspective of Sharia Economics*, compiled by Itang, in which the researcher talked about the decision of the Indonesian Ulema Council on the decision of Indonesian health insurance because it was not by Islamic economic control, and then a solution emerged so that the Indonesian health insurance was compatible with the Islamic economic system [\[32\]](#)–[\[34\]](#).

The research, which was followed by the title Health Insurance: Its Provisions and Control in Islamic Jurisprudence: A Comparative Study of Jurisprudence by Dr Emad Hamdi Mohamed Mahmoud Hegazy, presented the research to the Scientific Journal of the Faculty of Islamic and Arabic Studies for Boys in Damietta Baru. The researcher talks about the importance of social solidarity in Islam the extent of the need for health insurance and the motives for using health insurance, then shows the adaptation of health insurance law, and then deals with the research applied to health insurance by discussing two models: the first is the Egyptian-Saudi Insurance House, an insurance company that adopts the principle of Takaful, which formulates insurance in the form of voluntary work, and the second is the Saudi Insurance Company, an insurance company operating by the controls included in the decree of the Council of Senior Scholars in the Kingdom of Saudi Arabia [35], [36].

These are some scientific studies that are similar to the research prepared by the researchers. There is no doubt that there are similarities and differences in the studies mentioned. Still, the similarities are talked about the issue of health insurance, its concept and control, and the extent to which people need health insurance, and the research in question is separated by the aforementioned research on the application of Indonesian health insurance in Guidance Institutions Islam. We did not find according to our knowledge who conducted the research according to the subject that the researcher prepared his research, namely the application of health insurance at the Islamic Guidance Institute in the light of the purpose of Islamic law [37]–[39]. Here is the image representing the optimization of the BPJS Kesehatan program in Islamic boarding schools from the perspective of Maqashid Sharia. It illustrates a balance between healthcare services and Islamic values. Let me know if you need any modifications!

METHODOLOGY

The way of thinking in this study is qualitative research, that is, a statement of how the Indonesian health insurance program appeared in the Islamic Guidance Institute because Indonesian health insurance has become mandatory and binding on employees and professors, and does this mean that the government's orders must be obeyed and heard because the participation of Indonesian health insurance is mandatory by the state.

In the preparation of the research, we follow a historical approach, where we mention the history of the emergence of health insurance and the date of the Institute's participation in the Indonesian health insurance program, and then we try to analyze the problem by mentioning the data and information obtained through discussions and dialogues with the head of the Institution's personnel department about the implementation of Indonesian health insurance with legal texts, jurisprudence rules and objectives of Islamic law [40], [41].

The type of research is field research, where the study of this topic is at the Islamic Guidance Institute. The steps I took were as follows:

- 1). Collecting data and information relevant to the research topic from books and research relevant to the topic.
- 2). Collect data and information related to the implementation of Indonesian health insurance at the Islamic Guidance Institute, through discussions and dialogues with the Head of the Personnel Department.
- 3). Mention the data and information obtained through discussions and dialogues with the head of the personnel department.

- 4). Analysis of data and information in legal texts, jurisprudence rules, and objectives of Islamic law.

These are the most important points taken by the researcher in this study [\[42\]](#)–[\[44\]](#).

Table 1. Research Method

No.	Research Steps	Description
1	Data Collection from Literature	Collecting data and information relevant to the research topic from books and prior studies related to health insurance and its application in Islamic institutions.
2	Data Collection from the Islamic Guidance Institute	Collect data and information on the implementation of Indonesian health insurance at the Islamic Guidance Institute through discussions and dialogues with the Head of the Personnel Department.
3	Presentation of Data	Presenting the data and information gathered through discussions and dialogues with the Head of the Personnel Department regarding the health insurance program.
4	Data Analysis	Analyzing the collected data in the context of legal texts, jurisprudence rules, and Maqashid Shariah (objectives of Islamic law).

RESULTS AND DISCUSSION

Islamic Boarding Schools and the History of the Indonesian Health Insurance Program

The Islamic Guidance Institute is one of the Islamic education forums that has combined Islamic sciences and general sciences to produce a strong and responsive Islamic generation to the changing times. Before starting to mention the Indonesian Health Insurance program in the Islamic Guidance Institute, we first mention the history of the Islamic Guidance Institute, and what are the academic stages, and then the statement about the history of Indonesian Health Insurance appears in the Islamic Religious Guidance Institute, and the discussion in this section is through the following points [\[45\]](#), [\[46\]](#).

The idea of the establishment of this institution began with the feeling and sense of loss of science and its impact with the death of scientists who worked on the approach of the true predecessors who saw the reality of their nation, and no one was left behind like those of the cadres who took a great part of forensic science, but we found people who indulged in the temptation of the world and practised polytheism, heresy, and sin, so Shaykh Omar bin Ali Ibn Abdat - may Allah have mercy on him - a pioneer in the Association of Islamic Advisors, Samarang branch, established an institution starting Wednesday, the first Muharram 1408 H coincided with August 26, 1986 AD by buying land and building the foundation of the classroom building, then the educational process began in the month of Dhu al-Qa'dah 1409 H which corresponds to July 1988 AD [\[47\]](#).

The institution obtained its curriculum equivalence from the Dean's Equality Committee for Admission and Registration at the Islamic University in Medina in 1415 H by 1995 AD No. 238/1 dated 25/5/1415 H led by Dr. Abdul Rahman bin Abdullah Al-Zaid. The mission of the Institute is to educate students about true knowledge and good deeds by the approach of the predecessors of the Companions of the Prophet (peace and blessings of Allaah be upon him) and those who followed his path from their favourite centuries and to spread it among Indonesian society in general [\[48\]](#).

General and Specific Objectives of the Institute

Since its inception, the Institute has exerted all its abilities to achieve noble and noble goals, which are summarized in the following points:

1. Teaching the people the Islamic sciences from the pure source and its pure source, the Qur'an and the Sunnah, to understand the nation's ancestors.
2. Train students and preachers to be a flame of goodness in their communities, whether about their religious or worldly affairs.
3. Teaching and spreading Arabic among Indonesians.

The Institute's specific objectives are as follows:

1. Preparing the generation of Muslims and preachers on the approach of Ahl al-Sunnah wal-Jama'ah.
2. Reviving the correct scientific method derived from the Qur'an and Sunnah in understanding the nation's ancestors among the Indonesian people
3. Enlighten society with Islamic Sharia purely from polytheism, superstition, heresy, destructive concepts, and deviant ideas that are alien to Islam.
4. Calling on Muslims and educating them to adhere to the true teachings of Islam in all aspects of life with a moderation and moderation approach
5. Educating students with general knowledge and professional skills in various fields, to later become supporters of goodness with their actions and essays.

The Islamic Guidance Institute has an academic stage that seeks an integrated manner (all academic levels are interrelated and deal with each other) in achieving the vision of the Islamic Guidance Institute. The stages of this study are as follows:

1. The main stages of memorizing the Qur'an

This stage of study seeks to graduate graduates who memorize the Qur'an. Graduates of this level have national certificates and Islamic boarding schools. The duration of the study at this stage is six years.

2. Secondary school

This intermediate stage seeks graduate students who can speak Arabic, in addition to their knowledge of Islamic and general sciences. At this stage, students study for three years and receive two certificates, namely the Government Certificate and the Islamic Guidance Institute Certificate.

3. Language preparation relay

This stage is for intermediate (or equivalent) graduates outside the institute, and the curriculum is focused on mastering Arabic among students, given that Arabic is a prerequisite that must be achieved by students of this stage to take part in the teacher preparation stage. Education at this level lasts for one year, students receive an institute certificate.

4. Teacher Preparation Stage

The teacher preparation stage seeks to produce graduates who master Islamic science, general science, and adequate fields of expertise, students study at this level for three years and receive government certificates and certificates from institutions that have obtained equivalency from the Islamic University of Medina, Saudi Arabia [\[49\]](#).

Continuation of the Santri Program

After obtaining an equivalency from the Islamic University of Medina, Saudi Arabia, graduates of the Islamic Guidance Institute have a strong chance of entering the Islamic University of Medina. In general, graduates of the Institute of Islamic Guidance continue their studies in Medina, Egypt, Sudan, the Institute of Islamic and Arabic Sciences in Jakarta, and various universities in Indonesia and outside Indonesia. Graduates of the Islamic

Guidance Institute can also advocate in the community about the knowledge gained while studying at the Islamic Guidance Institute.

Implementation of Indonesian Health Insurance in Islamic Boarding Schools

The issue of health insurance takes different forms, health insurance can be in the form of commercial insurance, it can be in the form of social insurance, and it can be in the form of cooperative insurance. Therefore, the research in this section will be divided into two parts: The first is the rules of health insurance in terms of the three contracts that are part of insurance in general. The second is the ruling on insurance in terms of practical application that takes place in Islamic Guidance Institutions [\[50\]](#).

Decisions About Commercial Health Insurance

The scholars differ in the verdict on commercial insurance into two sayings, the first says that they say that it is permissible and the second says that it is forbidden, and every proverb has evidence and documents of words. We point to the first statement and then the second statement [\[51\]](#).

The First Saying is That Commercial Insurance is Allowed

Those who say that commercial insurance is permissible argue arguments, which are largely based on analogies, and the evidence.

The Principle in Sharia is that Contracts are Allowed, and Insurance is One of Them

The owner of the first argument argues that the origin of the contract is permissible except what the legal evidence shows that it is forbidden, because of the words of God Almighty. He who created for you all that is on earth God created everything on the surface of permission for His creation, except what is forbidden or forbidden to be created, and these permissible contracts and insurance contracts are one of them and there is no provision to prohibit them [\[52\]](#).

Which Insurance Is Allowed to Cooperate With

From what the insurance writers conclude insurance helps pay for disasters and recover from their impacts. Commanded by Allah the Almighty and His Messenger (peace and blessings of Allaah be upon him), Allah the Almighty said: "Work together in righteousness and piety, and do not cooperate in sin and aggression." It is narrated that Abu Hurairah said: The Messenger of Allah (peace and blessings of Allaah be upon him) said: "From the same of the believers as the affliction of the world, just as Allah is from him as the affliction of the Misery of the Day of Resurrection, and whoever is pleased with the affliction of Allah, he is pleased with him in this world and the Hereafter, and whoever covers a Muslim will be protected by Allah in the Hereafter and the Hereafter. and Allah will help the slave as the slave with the help of his brother) [\[53\]](#).

Insurance is the joining of a large number of people in an organized cooperation agreement, against certain risks that threaten everyone. Insurance companies are the only intermediaries that regulate this cooperation. Insurance is allowed like the cooperative system authorized by Islam.

Discussion

This view is discussed as follows:

- 1). The conclusion of this verse is misplaced. It is invalid. After all, it is an interpretation of the verse with mere lust and lust, because it contradicts the interpretation of the predecessors and successors of the scholars, who say: What is meant by cooperation in truth in this verse: cooperation to do God's commandments, and cooperation in piety: cooperation to abandon its prohibition. Insurance contracts are full of taboos set by the Qur'an that are forbidden, such as usury, gambling, gharar, taking people's money

falsely, and collecting money in the hands of a few people to exploit the needs of the public and their ignorance [2].

- 2). As for the hadith, it is not valid to conclude it also for two reasons: the first is that cooperation in removing the suffering of people is considered if it is permissible in the Shari'a, and insurance, if it is assumed that it is cooperation, includes many taboos. The second thing is that what is meant by venting hardships and cooperation in the hadith is what is purely a contribution, which is meant for God's reward. Insurance is a strict compensation system, aimed at profit and enrichment. There is no reason to conclude from this hadith that insurance is permissible.
- 3). They say that insurance is nothing but the joining of a large number of people into an organized cooperation agreement, against the risks that threaten everyone, and that insurance companies are only the medium that regulates this cooperation. This statement is unfounded and has nothing to do with the truth. The Insured concludes their contract with the insurer individually, without having any prior agreements, obligations, knowledge, or parties mentioned in this contractual clause. Who signs this contract, and itself is bound by all that is stated therein, and in the event of a dispute or litigation, only the insurance company will be dragged into it. What agreement between the insured and what cooperation?

These are some of the arguments from those who say that commercial insurance is allowed, and the discussion that comes to them. We move on to the second argument that commercial insurance is prohibited by its evidence.

The Second View is That Commercial Insurance is Prohibited

Those who prohibit insurance argue some evidence, limited in this section to detailing three of them, for the greatness of these three proofs, and to achieve the necessary if proven, but that what is necessary is achieved by proving one of them, to adopt this evidence on the texts of the Book of God and the Sunnah of the Prophet, may God bless him and grant him peace, and to direct him to the heart of insurance, and its basic components which were not imagined to him without them, and not to the things which were imposed upon him outside of his crucifixion, could be removed by him, or imagined without them. The three proofs of this prohibition are riba, gambling, and gharar.

The First Proof is Insurance Riba

Illicit insurance says that insurance is a system of contracts based on the riba of both types, and it is not imagined that they are separated from them in any way, here is a statement about it:

- 1). It is clear from the legal definition of insurance that: it (is the insurer's obligation to pay a sum of money at the time of the insured accident, in exchange for a certain premium paid by the insured). Thus, it is clear that this contract is based on its structural basis and its essential elements on Riba al-Fadl and Riba al-Na'a'i, which are forbidden by the consensus of scholars, and it is inconceivable that this contract will be separated from it in any case. This indicates that in the event of an insured accident, the amount of insurance paid by the company to the insured is less or more, or equal to the premium paid by the insurer, and if the amount of insurance is less or more (the most common), Riba Al-Fadl and Riba Al-Na'idah have been combined. As for Riba al-Fadl, it is due to the lack of similarity between two Awards of the same sex, and Riba al-Na'idah is slower than each other. If the amount of insurance is equal to the premium (which is very rare), then there is riba to be late for it, although ignorance is the same as knowledge of differentiation, and certainly do not imagine an insurance case that can deviate from these two cases. Insurance, on the other hand, is a corrupt exchange, as it is an exchange of money for money in which the contract is not exchanged in the contract board, as per the terms of its validity [54].

The result is that insurance is the exchange of money with money that is late in the period exceeding its amount so that it contains riba for the delay in receiving one of the compensators in exchanging usury money, and in it riba credit to increase one of the compensations in the same sex of usury, in addition to that it is an exchange in which the receipt of one of the compensations is delayed, the corruption [55], [56].

- 2). Insurance companies require usury interest on those who delay premium payments beyond the specified time, to the extent that they will benefit from using these usury premiums if paid on time.
- 3). The biggest part of the insurance company's profits is because they are from the difference in usury investment between the usury benefits, they pay to the insured and what they earn from using premiums with higher usury interest. This is one of the straight-line calculation items.
- 4). The insurance company lends a certain amount of money to guarantee the policy in exchange for a certain usury interest.

Thus, it becomes clear that riba is the basis of insurance from which his mind begins, and his pillars on which it is based, and the plant of bones and flesh, so that there is no salvation from it except by destroying it [57], [58].

Al-Mubaihou Insurance Responds to Evidence of Riba with Multiple Responses

- 1). They say that riba is not achieved in insurance, because insurance is the exchange of money for benefits, and that benefit is not one of the categories of Sunnah mentioned in the hadith of riba, or what is attached to it. The fact of this benefit is that the exchange between the premium paid by the insured and the security guaranteed by the insurance company indicates that the amount of insurance is not paid unless the risk occurs, even if it is instead of a premium, it must be paid in any case. It is also paid only to the extent of damages without escalation, which suggests that it is not compensation intended for profit and development of money for the insured.

The answer to this response:

- 1). Illicit insurance answers this response that premium compensation is undoubtedly the sum of insurance, and not security because safety is a meaning that is not sold or bought, and not money that the insurance company, or works in, does not have until bargaining for it. This is expressly supported by our statements, and your statements are expressly stated by the legal definition of insurance, so there is no meaning or room for controversy. Moreover, your statement that the amount of insurance is not paid in all cases is an argument against you and not for you, because, in addition to the riba in it, you decide that it is gambling and fraud [59], [60].

Also, making security instead of a void premium collides with the truth on the other hand, i.e. that the occurrence of a risk may be desirable for the insured, because it may be a happy accident. How can it be said that a premium is paid for security from him? As for your statement that the amount of insurance does not want insured profits or the development of money, it is a statement that is contrary to truth and truth, and no one believes it, not even those who say it, because it is beyond imagination that a person pays a certain amount of net money that may be desperately needed when he pays it, and then he does not want it to add to his money and develop it. Whether the insurance is a predetermined profit, such as in savings insurance, or other types of insurance. The company cannot keep the money but compensates the owner in exchange for a premium. Thus, it retracts the statement that insurance is an exchange of cash for benefits, and has the right to say that it is compensation for cash with cash delay and increase, since it has two types of usury, and the exchange of corruption, of course, is not dealt with with doubt or possibility.

- 2). They say that to say that there is riba in insurance is a thin statement that does not promote the argument, since insurance is based on cooperation to compensate for

disasters and damages arising from risks, and if it is correct to consider *riba* in it, it must be said that mutual insurance is prohibited, and pensions are prohibited, because in all these systems one can pay little and take a lot.

Answer to this response.

Those who refuse to respond to this response answer by not acknowledging that insurance contracts cooperate in repairing disasters and repairing damages arising from risks, but rather that they are a pure monetary net that does not affect cooperation or contributions, as stated in the definition of insurance, as explained earlier because of course it is null and void by *riba*.

As for your protest against insurance and joint pensions, it is a misplaced protest, because neither nor any other legal system is an argument against God's law.

The Second Proof is Gambling Insurance

Commercial insurance or anything else is not considered without an element of risk and probability. Risk is the first pillar of any perceived insurance, so it doesn't make sense to insure without risk. This is what no one disputes and the possibility is that at the heart of insurance, its first and last broad field, and the enrichment factor within it, which insurance companies rely on in doing their calculations and accumulating their wealth. Be very careful to conclude an insurance contract for an unlikely risk, i.e. a specific event. Probability is a condition in an insurance contract, which is not exceeded in any case, but only on which the insurance is established and dependent. Probability and risk are the elements that affect every insurance and the two elements that affect every gambling. Insurance is gambling prohibited by consensus and is a facilitator prohibited by the text of the Quran [61], [62].

The Third Proof is Gharar Insurance

If the *gharar* is signed in the exchange contract, it will be cancelled by the agreement of the legal experts, and the insurance contract is a net contract, based on the *gharar*, it is null and void. As for the fact that insurance is a web contract, there is no dispute between any of the people, and the following are obvious:

- 1). When the owners of the law want to classify legal issues and classify them according to their characteristics, they place insurance in *gharara* contracts with gambling, betting, and lifetime salaries. Its enemies are one of the Western contracts, as is the reality of their definition, and their recognition.
- 2). Legal experts' definition of *gharar* applies to insurance contracts in full application.

An insurance contract is a net contract that depends on the acquisition of contingency goods in the occurrence of a risk, if the risk occurs, the insured gets an offer of the premium, that is, the amount of insurance, and if it does not fall and gets nothing, and loses the premium paid, the insured is hesitant and lacks confidence to get the contracted amount of insurance. Especially if an accident occurs and he receives the sum insured, he does not know how much it costs, or when, so the insurance has accumulated three types of outrageous *gharar*. Therefore, *gharar* is more severe and obscene than the sale of birds in the air, fish in water, sale of tricks, sale of touch and centrifugation, sale of pebbles, sale of hunter's throws, diver's blows, and other examples of legal experts for the invalidity of contracts because of the *gharar* in them [63]–[65].

Discussion and Answer

Al-Mubaihou for insurance responded to the evidence of *gharar* with a response, which was mostly repeated earlier mentioned and answered when talking about evidence of usury and gambling, so I do not return it, and suffice here to mention what is not contained there, namely the West in insurance is a deception that does not lead to conflict, as evidenced by its prevalence and prevalence and the large number of people who deal with it in various

economic activities They, so that it is not forbidden, jurists have agreed that badgers are not forbidden in it.

Answer to this reply:

Your statement that gharar in insurance is easy, your protest to his left, that it does not lead to conflict, and your conclusion that there is no dispute in it with its spread and the number of people dealing with it, is a false statement in its entirety and partly of the following:

- 1). The claim that gharar in insurance would be a bizarre lawsuit contained in the facts of insurance and in fact, the definition of insurance says that it is a contract in which the insurance company is obliged to pay a certain amount of money to the insured in the event of an insured accident, in exchange for the premium paid by this.

This is the reality of insurance as defined by its rightful owner. It is clear from this fact, and from the reality of his life, that it is based on the possibility of earning, the amount, and the term, that is, the insured does not know at the time of concluding the contract whether he will get something in return for the premium he pays or not? Then if he could get something, he didn't know the amount or the time. Thus, it is clear that three outrageous types of gharar, i.e. gharar acquired, amount, and duration, have accumulated in the insurance contract, and the scholars unanimously that the presence of one of them in the net nullifies it. [\[66\]](#)–[\[68\]](#).

- 2). Your conclusion about the ease of gharar in insurance, by not doing it for disputes, conclusions not on the face of language, or in its definition when jurists make the slightest reference to the impact of conflict in the fact of gharar, conflict is not a pillar in it, or a condition for it, or an element of its elements. None of the legal experts said that the dispute was the cause of gharar, but they said that it was the mistake of eating people's money with lies.

Netting is permissible even if a dispute occurs if it is free from gharar, and null and void even if it is free from dispute if gharar occurs. If we accept the argument that the dispute is the cause of gharar, insurance will be an obscene fraud, and it should be banned, due to the large number of disputes and disputes between people and insurance companies. From court records, lawyer defences, police reports, detectives, traffic, specialist reports in crime, public and private cases, and whistleblowers in hospitals and laboratories affiliated with investigative agencies, among others, we find people are not arguing for anything. Such as their conflicts in insurance cases, until the courts and others are overwhelmed with these cases, forcing many of them to create a special section to handle these cases. There is no way to get rid of injustice in insurance except by the safety of insurance itself [\[50\]](#), [\[69\]](#), [\[70\]](#).

I. Social Insurance

Social insurance is a type of insurance, the provisions of the previous commercial insurance should be sufficient to know the entitlement thereon and should not be chosen by independent consideration. However, since it is the state that carries out this type of insurance and contributes to its financing, many scholars are confused, so they are not exposed to the fact that he ordered it to search, so many of them allow it or are silent about it. This is a good idea, and it should not be good with the new strange contract, it is not the adoption of Such a state of contract is an argument against God's law unless he finds his support from the law. Legal advocates have taken this action as an argument in advocating for the legalization of all types of insurance.

Mutual or Cooperative Insurance

From mutual insurance what is direct and some of them are sophisticated, and we show you both types of reciprocity starting from direct mutual insurance.

What is Direct Mutual Insurance

Direct mutual insurance refers to the first form of cooperation in preventing harm between members of a family group, clan, tribe, or people of the same profession who know each other and sympathize with each other. A fund called a Community Fund is usually established and financed by pure contributions from members. In the event of an accident in one of them and the need for funds does not meet the need, members should be invited to contribute each of the same findings without any indication or identification.

The boundary between direct and sophisticated mutual insurance is that the financing of funds runs from the character of pure donations to the purpose of self-protection and insurance against risk, i.e. with the intention of netting and liability. Funds are not limited to one group that knows each other, connected by a single kinship or employment bond. Direct donations are purely for cooperation between the same groups, and individual compensation is developed to protect oneself and secure it from harm, without relation, knowledge, or sympathy among the participants.

Verdict on Direct Joint Insurance

This type of insurance, if it is correct to call it insurance, is the only form of insurance that is based on economic cooperation, since what the members pay and what they take, the contribution is pure, with the intention of goodwill or cooperation or vice versa, and this type of so-called direct mutual insurance is the one presented in its images by researchers and editors to scientists, shows the truth only as an interface that represents direct and sophisticated coinsurance, without showing the reality of its development. Although the differences between them are enormous, and although the sophisticated ones are the only ones that are foreign to scientists, they need to state the truth. It is dealt with among the people today, without direct, which hardly exists except in rare and narrow areas that can be ignored.

Based on this submission, the scholars who have allowed joint insurance at all, in fact only allow direct joint insurance, because it is the person whose image is presented to them and shows the truth, so that the judgment is on it alone without a sophisticated person hiding it from them, and their argument in allowing it directly is that it is a pure donation that does not fall into *riba*, gambling, *gharar*, or other prohibitions found in other types of insurance based on compensation.

This is a true statement and a valid argument in a direct exchange when the donation is pure and far from appreciation and obligation. Perhaps this is supported by the words of the Prophet (peace and blessings of Allaah be upon him) in *Ash'ari* (If the *Ash'ri* were widowed in raids, or if there was little food in Medina, they gathered what they had in one garment, and then divided it among themselves in a pot together, they came from Me and I came from them)

This act of *Ash'ari* is a cooperation between relatives to deflect the need for its members, and it is a pure donation that is not obligatory or appreciated.

Therefore, the Indonesian health insurance company carries out the contract by the fatwa issued by the National Sharia Agency of the Indonesian Ulema Council, namely the quarter contract and cooperation, but it is not clear to us the legal provisions mentioned in the fatwa in the Indonesian health insurance contract, and this makes the insurance contract not by the Sharia contract that if any, Indonesian health insurance becomes permissible by Islamic law.

And the talk about the Indonesian health insurance contract is still going on when the Indonesian state makes the participation of Indonesian health insurance as a state decision, the state aims from the contract to achieve the health interests of the community, and is this decision to make the Indonesian health insurance contract permissible, even if there are some violations of legitimacy, namely the lack of verification and the existence of a valid contract name in the insurance contract? Does that mean that Indonesian health insurance contracts

are mandatory for every Indonesian? (The disposition of one in the parish is an interesting issue.) This means that there must be a dominant interest in Indonesian health insurance.

The Indonesian state has decided that Indonesian health insurance must be distributed, and the decision was made starting in 2014 Every Indonesian citizen and foreign citizen who has lived in Indonesia for at least six months must be a member of BPJS. This is in line with Article 14 of the BPJS Law, and every company and organization must register its workers as BPJS members. Meanwhile, people or families who do not work in the company must register themselves and their family members with BPJS For the poor, BPJS contributions are borne by the government through the Contribution Assistance Program. Participation is carried out in stages and insurance participation is required for all citizens in stages in 2014 and in 2019 the Indonesian state required citizens to participate in this program.

Here, we say, that although Indonesia's health insurance rules are like commercial insurance (which is possible for researchers), the decisions that bind the state must be considered, and we must listen and abide by them,

There is no doubt that the purpose of Indonesia's health insurance is to achieve health for the Indonesian people, and this ensures that the state does not take advantage of contracts, but the purpose of this program is for every Indonesian to obtain his right to health and medicine, and the state only makes this program as a means to grant the right to health and medicine to parishes, And the legalization of health insurance is confirmed because we must listen to the state's decisions and orders.

If it is said in the program that there is gharar, riba, and violation of the law, we also find in Indonesian health insurance the dominant importance which covers the Indonesian people.

The health insurance applied by the Islamic Guidance Institute is special and contrary to what is in the community because the Islamic Guidance Institute guarantees the payment of monthly premiums so that nothing is taken from the staff and professors. This confirms the permissibility of Indonesian health insurance participation applied in Islamic Guidance Institutions.

Mr. Muslim (Head of the Personnel Department) said, "Indonesia's participation in health insurance is a must, so it is inevitable because not participating interferes with things and this causes imbalances and corruption for professors and employees in general and the institution in particular, and the damage is greater. However, we do not remain silent on this, but the Institution is trying to take a satisfactory path away from the taboo, the Islamic Guidance Institute guarantees the amount of Takaful for teachers and employees in the participation of the Indonesian health insurance program, although it does not accommodate all aspects, because the Institution does not cover the amount of insurance for the fourth and fifth sons and descendants, or parents of professors or employees, and thus the damage is reduced, and what is not fully realized does not leave most [\[71\]–\[73\]](#).

From the above, Indonesian health insurance implemented in Islamic Guidance Institutions has achieved the goals of Islamic law. This is because we find the benefits of health through health insurance programs without being destroyed by the amount. After all, health achieves the goal of preserving lives and offspring and does not destroy the amount saved to save money.

CONCLUSION

This study concludes that the optimization of health service programs in Islamic boarding schools plays a significant role in enhancing the welfare of students and educational institutions. Access to quality and affordable health services is no longer a secondary need but a primary responsibility, especially for institutions tasked with safeguarding the physical and spiritual development of their students. The availability of structured health programs has enabled many Islamic boarding schools to overcome previous limitations—both financial and geographical—thus allowing better access to medical facilities. From the perspective of

Maqashid Sharia, these health service efforts are in line with the principle of protecting life (hifz an-nafs), which is a core objective of Islamic law. Ensuring that students receive proper and timely medical care aligns with the broader Islamic mandate to preserve human life and dignity. However, the study also reveals that other elements of Maqashid Sharia—such as the protection of wealth (hifz al-mal) and intellect (hifz al-aql)—require further attention in the implementation of health programs. Several key challenges persist, including limited awareness among pesantren stakeholders regarding the importance of health protection in the context of Sharia, and administrative complexities in program management. Many boarding schools face difficulties in understanding and fulfilling procedural requirements, which hampers the full potential of these initiatives. Therefore, stronger coordination and more targeted socialization efforts are essential. The novelty of this research lies in its integrated analysis—linking the practical implementation of a national health initiative within faith-based institutions to the philosophical underpinnings of Maqashid Sharia. This approach offers a new framework for evaluating the compatibility and effectiveness of social programs within Islamic educational settings. In conclusion, optimizing health services in Islamic boarding schools requires not only administrative improvement but also a deeper alignment with Sharia principles. By addressing both the physical and intellectual needs of students, these programs can contribute meaningfully to the realization of holistic Islamic welfare.

Acknowledgements

All praise is due to Allah for granting us the strength to complete this research on health program optimization in Islamic boarding schools from the perspective of Maqashid Sharia. We sincerely thank the pesantren leaders and health program stakeholders for their support and insights. This study was made possible through the dedication and collaboration of all four authors. May this work contribute to the advancement of Islamic education and welfare.

Author Contribution

All authors contribute equally to the publication of this paper, all authors read and agree to this paper, and all authors declare no conflict of interest.

Conflicts of Interest

All authors declare no conflict of interest.

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