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Opening an Online Wadiah Savings Account in Sharia Banking

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Abstract

The development of the all-digital era today saving can be through online wadiah savings are savings issued by Islamic banks, where this savings carry the concept of sharia based on the principle of wadiah. The concept of wadiah itself has developed since the time of the Prophet. This article uses qualitative research methods with literature studies sourced from previous scientific works and through Islamic banking websites. Views and opinions on the concept of wadiah were introduced by maliki, Hanafi and syafei. Wadiah savings itself are divided into two types according to their use, namely the trust wadiah contract and the dhamanah wadiah contract. For the terms and conditions in opening wadiah savings at Sharia Banks, you must follow the principles and conditions of the wadiah contract.

Keywords: *Online Savings, Wadi'ah Agreement, Islamic Law*

Abstrak

Perkembangan era digital saat ini, menabung dapat dilakukan secara online. Tabungan wadiah merupakan tabungan yang diterbitkan oleh bank syariah, dimana tabungan ini mengusung konsep syariah yang berlandaskan pada prinsip wadiah. Konsep wadiah sendiri telah berkembang sejak zaman Rasulullah. Artikel ini menggunakan metode penelitian kualitatif dengan studi pustaka yang bersumber dari karya-karya ilmiah terdahulu dan melalui website perbankan syariah. Pandangan dan pendapat tentang konsep wadiah dikemukakan oleh Maliki, Hanafi dan Syafei. Tabungan wadiah sendiri terbagi menjadi dua jenis menurut penggunaannya, yaitu akad wadiah amanah dan akad wadiah dhamanah. Untuk syarat dan ketentuan pembukaan tabungan wadiah di bank syariah harus mengikuti rukun dan syarat akad wadiah

Kata Kunci: *Tabungan Online, Akad Wadi'ah, Hukum Islam*

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INTRODUCTION

The rapid development of Islamic financial institutions has become an alternative in meeting the needs of an increasingly complex society, so Islamic banks make new products to make it easier for the community. The object of multiservices is the service itself. Both in the form of benefits for goods or for services/labor. In the provision of this multi-service, the bank receives a reward or fee. based on the agreement at the beginning with a nominal rather than a percentage of the Wadiah Contract is In the language al-wadau means to leave, while al-wadiah is a certain item left by the owner to someone other than the owner. Some scholars differ in giving a name to this contract, some argue that the applicable contract called the 'ida contract is not a container because the wadiah is the goods, but there are also those who argue that this contract can be called the 'ida' contract or the wadiah contract. (Lutfi, 2020) (Hardiati, Prasetyo, et al., 2021a)

Wadiah Savings is a product that carries the concept of wadiah and its provisions that have existed since the time of the Prophet. This Wadiah contract developed from the results of the thinking of several Fuqaha such as Maliki, Hanafi and Shafii. In its current development, the wadiah contract is one of the concepts used by Sharia Financial Institutions in offering Savings products. Wadiah savings products offered by Sharia Banks at this time can be accessed online with digital wadiah contracts. (Shuib et al, 2024)

RESEARCH METHODS

The type of research in this article with a literature study is because the formulation of the problem above does not require field research to find the answer. According to (Sugiyono, 2015), in data collection, the author uses the documentation method, namely collecting books or readings such

as books, scientific journal articles and other scientific papers that are relevant to the theme being studied, especially discussing the concept of Wadiah and Wadiah Savings. Thus, the approach used by the author is the theories about wadiah from Imam Hanafi and Imam Hambali.

RESULT AND DISCUSSION

The Concept of Wadiah Contract

The word wadi'ah comes from wada'asy shay-a, which means to leave something. Wadiah etymologically is a representation in the maintenance of property and something that is stored in the place of someone else who does not belong to it to be preserved. Al-wadiah in terms of language can be interpreted as leaving or putting something on others to be preserved and guarded. From a technical aspect, wadiah can be interpreted as a pure entrustment from one party to another, both individuals and legal entities, which must be maintained and returned at any time the custodian of the will. Some scholars are of the opinion about the wadiah contract, including from the following scholars: first, according to Imam Hanafi, Wadiah is to involve others in preserving property both with clear expressions and gestures and second, according to Imam Hambali, Shafii and Maliki, Wadiah is to delegate others to preserve certain property in a certain way. (Lutfi, 2020) (Ayu & Rahmawati, 2021) (Riza & Diana, 2021)

Legal Basis of Wadiah

a. Qur'an

QS. Al-Baqarah: 283

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

"But if some of you believe in others, then let the one who believes fulfill his mandate (his debt) and let him fear Allah his Lord."

In this verse it is explained that if you question a part of others, then what needs to be believed is that the Amanah from the debt is also obliged to fear Allah SWT.

Hadith

The hadith of the Prophet PBUH said, "Fulfill the mandate to the one who entrusts you, and do not betray the one who betrays you." (HR. Abu Dawud and Tirmidhi, saheeh by Shaykh al-Albani in al-Irwaa' 5/381). In the hadith, it is also stated that it is almost the same as the verse of the Qur'an above, namely reaping the mandate to those who entrust the person who entrusts it. Then it is forbidden to betray those who betray people who behave the same way.

Wadiah Provisions

Every activity, both in the context of worship and muamalah must have a harmony that accompanies it. Hanafiyah scholars only give one pillar in the wadiah contract, namely the existence of ijab and qabul (shighat), such as a sentence, "I entrust this to you, please take care of this item, I put this to entrust to you". In madhhab Shafi'iyah and Hanabilah there are additional conditions, namely that the goods entrusted are goods that have value or qimah so that they can be seen as maal. For example, dogs that can be used as home guards. If the object has no value, such as a dog that cannot be used, the entrusted item becomes invalid. Meanwhile, the majority of Ulama stipulate 4 pillars of the trust contract, namely; the person who deposits the goods, the person who is entrusted with the goods, the goods entrusted. (Bimo, 2020)

As for the practice of shighah wadiah in ijab-qabul, it can be in the form of pronounced (lafadh) or only with approval through movements and actions such as buying and selling muathah' which only needs to use a signal because basically the signal has become urf in the transaction. The conditions of the wadiah contract according to Imam Hanafi are that both parties must be intelligent, it must not be a child who has not yet understood, a crazy person, a drunk person, a person who loses his mind, etc. However, it is not required to reach puberty by age. Small children are allowed to perform a trust contract with intellect in themselves as it is allowed for a small child to enter into a trade contract for buying and selling. Although in this case the permissible buying and selling is a

buying and selling that does not require terms and conditions that are difficult for young children to understand. (Hardiati, Prasetyo, et al., 2021b) (Hardiati, Widiana, et al., 2021)

The conditions of the wadiah contract according to the majority of scholars are divided into: first, the goods entrusted must be respected in view of the sharia. Second, the consignment must be clear and can be held or controlled. The meaning of this is that the entrusted goods can be identified and can be controlled to be maintained. Third, Lafadz from both parties and there is no rejection from the other party. The words must be said in front of both parties who have the contract. The person who makes the contract is the person who entrusts (mudi') and the person who is entrusted (wadii). Based on the nature of the contract, wadiah can be divided into two forms. First, wadiah yad amanah is a contract for the custody of goods where the depositor is not allowed to use the deposited money and is not responsible for damage or loss of the deposited goods that are not caused by the recipient's acts or negligence. Second, Wadiah yad dhamanah: A contract of storage of goods in which the consignee with or without the permission of the owner of the goods can use the consignment and must be responsible for the loss or damage of the goods. All uses and benefits obtained in the use of the goods are the rights of the trustee. At first, Wadiah appeared in the form of yad al-amanah tangan amanah, which later in its development gave rise to yadhamanah tangan pempem. The Wadiah yad Dhamanah contract is finally widely used in Islamic banking applications in funding products (Agustiani, 2023).

Taking profits or profits, there are several differences from ulama, namely: According to Shafi'iyah scholars, it is not permissible to take profits or bonuses that are not required at the beginning of the contract from the use of the goods entrusted and the contract can be lost. Hanafiyah and Malikiyah scholars may receive profits given by the entrusted person. Meanwhile, if the reward received from the bank is in the form of interest, then the Hanafiah scholar said that the profit must be alms, while according to the Maliki scholar the profit must be handed over to the baitul mal or the state treasury. (Hossain, 2016)

The disconnection of the Wadiah Contract

There are five conditions that can cause the wadiah contract to be interrupted: First, the return of goods by the person entrusted to the custodian whether requested or not. Second, the death of the person who is entrusted or in custody. Third, one is in a prolonged coma, or becomes crazy or stressed for some time and this damages the trust contract. Fourth, when there is a hajr or legal restriction that occurs in the custodian such as loss of competence, and on the part of the person entrusted to bankruptcy or bankruptcy, the deposit contract is terminated. Fifth, when the entrusted party transfers ownership of the entrusted goods to another party, such as being sold, or given as a gift. (Rofiah et al., 2023)

Wadiah savings at Sharia Banks

In Islamic banks, wadiah contracts are intended for those whose money is only deposited and banks do not have the right to provide profit sharing, which is usually given in mudharabah contracts. Wadiah contracts are divided into 2 types, namely amanah wadiah and dhamanah wadiah. In the wadiah amanah, the bank is not allowed to rotate the money while in the wadiah dhamanah, the bank is allowed to rotate the money but on the condition that the bank must guarantee that the money can be returned. Products that use the dhamanah wadiah contract are current account products. (Rofiah et al., 2023) (Bello, 2022a)



Picture 1. Trust Wadiah Contract Scheme

From this scheme, the trust wadiah contract is depicted in a simpler process. It can be seen that the custodian will provide goods to be deposited. However, as a service for storage, the custodian provides payment. This usually happens in Islamic banks on save deposit box products.



Picture 2. Wadiah Dhamanah Akad Scheme

If from the money rotated in the dhamanah wadiah contract and the bank gets a profit, whether the profit must be distributed, as explained earlier if in the wadiah contract, the bank does not have the right to provide bonuses. However, generally banks provide these benefits as gifts or bonuses to customers voluntarily and in Islam this is allowed.

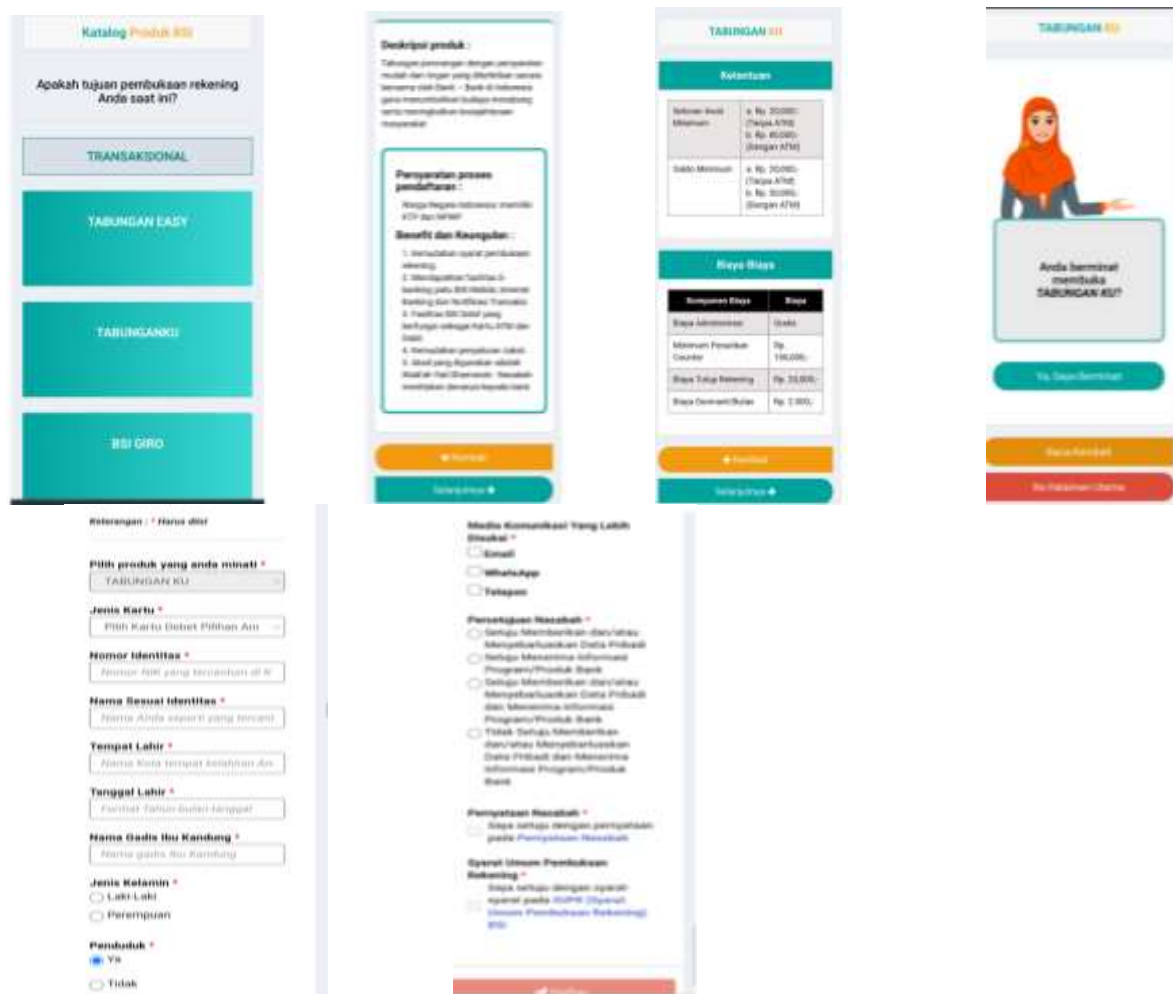
When viewed from the scheme above, the goods/assets that are quoted are rotated by the bank in a business which then from the business generates profits that are specifically intended for the bank. The bank's decision to provide a bonus or not depends on the bank's own policy. In terms of sharia economics, a wadiah contract is a customer deposit that must be guarded by the bank and returned when the customer wants to take it. This wadiah contract is most often used by Islamic banks that promise such as free monthly administration fees and with a light initial balance, a minimum balance that settles in a light account, and no fines if the balance is below the minimum provisions. (Bello, 2022b)

If the customer's funds when managed by the Islamic bank generate profits, then the customer has no rights or share at all. However, usually Islamic banks will provide bonuses voluntarily, which in Islam the law is still halal and does not include usury. Sharia savings with a wadiah contract is suitable for prospective customers who do not intend to invest. Because in its implementation later, the funds stored in this wadiah contract account will not increase or decrease unless the bank provides a bonus whose amount cannot be ascertained and not through a previous agreement.

Online Savings Opening Scheme with Wadiah Contract

The current development of Islamic banking follows the development of technology that is all online, finally the development of innovation and technology in opening savings books is carried out online. An attractive offer from opening an online savings account where prospective customers do not need to come directly to the Bank and simply have a mobile phone or laptop that has an internet network. Methods that are easily offered by banks, including Islamic banks, still require an agreement to fulfill the sharia concept. (Meisamy & Gholipopour, 2020)

The following is an example of how to open an online savings account at an Islamic bank using a wadiah contract.



Source: Bank Syariah Indonesia website

The opening of online savings in this study is at Bank Syariah Indonesia (BSI). There are several stages in opening an online account in the image above, including the question of whether to open a savings account accompanied by product options offered by the bank. Then there is a product description and requirements that must be read by prospective customers. Furthermore, there are columns to fill in personal data which can then be registered for an account, completed by prospective customers and then checked by the bank.

CONCLUSION

Wadiah savings are divided into two, namely the Wadiah Yad Al-Amanah contract is a pure custody activity and the Wadiah contract where the custodian entrusts his goods or money to the custodian either online or offline in this high school. During the custody period, the entrusted goods and money may be used or used by the entrusted or entrusted party. If there is damage or loss of money and goods entrusted, so the entrusted party must be responsible in terms of replacing it. The pillars and contracts in wadiah savings must be fulfilled in accordance with the opinion of the fuqaha or scholars. However, through current technological developments, opening wadiah savings can be done online while still including conditions that must be understood and agreed upon.

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