

Co-Payment in Health Insurance Claims: A Sharia Economic Law Perspective

Gozali Ilyas^{1*}, Cahaya Permata²

¹E-mail: gozali0204222069@uinsu.ac.id

²E-mail: cahayapermata@uinsu.ac.id

^{1,2}Universitas Islam Negeri Sumatera Utara, Indonesia

*corresponding author

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Abstract

Co-payment in health insurance in Indonesia causes problems, insurance customers are required to make additional payments after premiums, making double payment and to the detriment of policyholders. Double payment charges the payment of hospital treatment payments of 3 million Rupiah for hospitalization, and 300 thousand Rupiah for outpatient treatment. Co-payment In sharia health insurance, this is regulated through OJK Circular Letter Number 7 of 2025, and gives rise to a legal dialectic between regulatory compliance and sharia compliance. This normative juridical research aims to analyze policy alignment co-payment with the principles of sharia economic law. Using the approach statute approach, and conceptual approach obtained through secondary data types such as laws, books, and previous research. The results of the study show that co-payment is inherently contrary to sharia. This policy cannot be justified through the perspective of sharia economic law to maintain sustainability Funds tabarru'. The critical point lies in its implementation. The provisions of transparency and proportionality in the OJK SE are actually the key to eliminating the principle of helping and the principle of enforcing justice ('adl). The conclusion of this study confirms that co-payment not in accordance with sharia because it is not in accordance with the principle of please help those who charge double payment to customers.

INTRODUCTION

Co-payment It is the obligation for all inpatient health insurance policyholders to implement a partial risk sharing system. Policy *co-payment* resulting in problems in the community where people who are customers of a health insurance company are required to make administrative payments after making insurance claims Claims in the form of hospital hospitalization payments of Rp. 3,000,000.00, and outpatient costs of Rp. 300,000.00, policy.¹ *co-payment* charges customers because the premiums that have been paid should be allocated to hospital payments.

Public confidence in the insurance sector (*Ta'min*) has shown significant growth in Indonesia in recent years. *Ta'min* is an agreement between two or more parties, in which the insurer binds itself to the insured by receiving a premium *Ta'min* to receive reimbursement to the insured for any loss, damage or loss of expected profits, or legal liability to a third party.²

The basic principles of sharia insurance based on help-help (*ta'awun*), share risks, and without *usury* has made it an alternative that is in demand by the public. However, the reality is that the insurance claim process in Indonesia does not point in a better direction with the existence of a policy *co-payment*. The insurance participant has paid the premium agreed in the policy, but the insurance participant is charged *double payment* with the existence of a policy *co-payment*, Insurance companies are benefited while policyholders are at a disadvantage.

Muhammad Ramadhani Kesuma's research is titled *Unveiling Sentiment and Financial Risk : OJK's 10% Co-payment in Health Insurance*, describes that the policy *co-payment* intended to improve cost efficiency for insurance companies, but in the eyes of the public *co-payment* as an additional cost In line with that in a research conducted by Robert Wijaya Nugroho entitled Sacred Promises That Are Torn by Third Parties: Consumer Protection for Intervention-Based Health Insurance Policies.³ *Co-payment* By the Financial Services Authority (OJK) Reviewed from the Theory of Legal Certainty, explaining the application of *co-payment* contrary to the principle of consumer protection because it adds a financial burden to the policyholder, substantially alters the basic rights

¹ Robert Wijaya Nugroho, "Janji Suci Yang Terkoyak Oleh Pihak Ketiga: Perlindungan Konsumen Atas Intervensi Polis Asuransi Kesehatan Berbasis Co-Payment Oleh Otoritas Jasa Keuangan (Ojk) Ditinjau Dari Teori Kepastian Hukum," *SIBATIK JOURNAL: Jurnal Ilmiah Bidang Sosial, Ekonomi, Budaya, Teknologi, Dan Pendidikan* 4, no. 11 (2025): 3751–68, <https://doi.org/10.54443/sibatik.v4i11.3661>.

² Pusat Pengkajian Hukum Ekonomi Syariah, *Kompilasi Hukum Ekonomi Syariah* (Prenada Media, 2019).

³ M R Kesuma et al., "Unveiling Sentiment and Financial Risks: OJK's 10% Co-Payment in Health Insurance," *RIGGS: Journal of Artificial Intelligence and Digital Business* 4, no. 2 (2025): 3150–59, <https://doi.org/10.31004/riggs.v4i2.997>.

of consumers already agreed in the policy without their consent, thus violating the principle of *The Pacta is servanda*. and creates legal uncertainty.⁴

In 2025, the Financial Services Authority (OJK) as the regulator will issue OJK Circular Letter Number 7 of 2025 concerning Policy Implementation *Risk Sharing* in Health Insurance Products. This Circular Letter provides a legal umbrella and formal guidelines for insurance companies, including Sharia Insurance (Sharia Business Units), to implement the *co-payment* and the like (such as *deductible* and *co-insurance*). OJK policy in theory aims to ensure the application of the principle of justice (*adl'*), where participants participate in bearing the risk, thereby preventing misuse of funds *Scarlet Witch* which is the collective property of the participants.⁵ However, the reality of fierce business competition encourages many insurers to use unhealthy ways to attract consumers, including providing non-transparent information.⁶

The perspective of Sharia Economic Law is very urgent. Based on the description above, the researcher is interested in conducting research on the critical study of the suitability of OJK Circular Letter Number 7 of 2025 concerning *co-payment* with sharia principles that underlie sharia insurance operations. The analysis will focus on tangents related to the non-conformity *co-payment* With the principles of sharia economic law through the fundamental principles of muamalah, justice (*adl'*), and the fact that *Scarlet Witch*. This article is expected to contribute thoughts for regulators, industry players, and the public in the implementation of policies *co-payment* which only benefits the insurance company, but harms the policyholders.

METHODS

This research is a type of normative juridical research (*legal research*). This approach focuses on examining and analyzing laws that are conceptualized as a set of written positive norms, principles, and regulations. In this case, this research focuses on the alignment between positive legal norms (in this case OJK Circular) and other higher legal norms, especially in accordance with the alignment of the principles of Sharia Economic Law. This research consists of primary legal materials, namely related laws and regulations and their implementing regulations, equipped with secondary legal materials

⁴ Nugroho, "Janji Suci Yang Terkoyak Oleh Pihak Ketiga: Perlindungan Konsumen Atas Intervensi Polis Asuransi Kesehatan Berbasis Co-Payment Oleh Otoritas Jasa Keuangan (Ojk) Ditinjau Dari Teori Kepastian Hukum."

⁵ Nugroho.

⁶ Tengku Damara Alya and Annisa Sativa, "Analisis Hukum Terhadap Penerapan Prinsip Transparansi Dalam Pemasaran Produk Asuransi:(Studi Kasus Pada PT. Generali Medan)," *Jurnal Hukum Lex Generalis* 6, no. 4 (2025), <https://doi.org/10.56370/jhlg.v6i4.1604>.

in the form of books, research reports, and scientific articles relevant to consumer dispute resolution issues. The data collection technique used is the study of documents (*documentary study*).⁷ This technique is carried out by collecting, tracking, recording, and studying comprehensively. Data collection was focused on literature that discussed sharia insurance, OJK regulations, and related Islamic legal principles *risk-sharing*, and *double payment*. The data that has been collected is analyzed using content analysis techniques (*content analysis*), and qualitative descriptive analysis.

RESULTS AND DISCUSSION

1. Co-payment in Health Insurance Claim Submission

Terms *co-payment* health insurance has emerged recently due to the high medical inflation that has occurred in Indonesia, especially in big cities. *Co-payment* It means a mechanism for a payment in the context of inpatient health insurance, where the policyholder, or the insured is required to pay part of the cost of health facilities and services provided by the hospital, while the remaining costs stated in the receipt will be borne by the relevant insurance company that insures the insured for the hospitalization benefits.

This term is not the same as the term "*Deductible*" Which has the meaning of payment must be made first by the policyholder to the institution related to the benefits owned before the benefits as a whole are fulfilled by the insurance company or insurer. Although *co-payment* This has the purpose and purpose of preventing the claim process from being too large, if described *co-payment* This is expected to prevent deviant behavior from taking an action because this person knows that the recipient of the risk or loss is not himself, and will benefit as a result of his behavior but should be the system *co-payment* This should be based on the principles of justice, consumer protection and have a high transparency side.⁸

Co-payment is part of the healthcare costs that participants must pay when availing insurance benefits. In the process of submitting a claim, *co-payment* It aims to share the burden of costs between participants and insurance providers, but can also cause problems related to access to information, fairness, and public views. *Co-payment* In

⁷ Mike McConville, *Research Methods for Law* (Edinburgh University Press, 2017).

⁸ Nugroho, "Janji Suci Yang Terkoyak Oleh Pihak Ketiga: Perlindungan Konsumen Atas Intervensi Polis Asuransi Kesehatan Berbasis Co-Payment Oleh Otoritas Jasa Keuangan (Ojk) Ditinjau Dari Teori Kepastian Hukum."

theory, it aims to reduce overuse due to "all free", and help control costs and increase insurance provider revenue, and minimize participant losses.⁹

However, when applied without first studying, the *co-payment* cause an increase in the premium price set by the company, and increase the company's overall revenue, making the costs incurred by patients higher. *Co-payment* Involving policyholders in their policies, the premiums paid by insurance customers should be allocated by the company for the claim process.¹⁰

2. Regulations on Law on *Co-payment* in Indonesia

Settings about *co-payment* is not expressly regulated in Law No. 40 of 2014 concerning Insurance either explicitly or implicitly, and Law No. 4 of 2023 concerning the Development and Strengthening of the Financial Sector also does not regulate *co-payment*, as well as in Government Regulations or Ministerial Regulations. Then *co-payment* is implicitly regulated in the Financial Services Authority Regulation No. 36 of 2024, then the Circular Letter of the Financial Services Authority of the Republic of Indonesia Number 7/SEOJK.05/2025 was born.

As explained, health insurance products must apply risk sharing (*co-payment*), and is borne by policyholders with a payment of 10%. The Indonesian Ulema Council emphasized that sharia insurance lies in the interpretation of the contract *Scarlet Witch*. In DSN-MUI Fatwa No. 21/DSN-MUI/X/2001, it is emphasized that the funds contributed by participants are funds *Scarlet Witch* (donation) help between Fund participants.¹¹ *Scarlet Witch* is the property of the collective (*communal fund*) which must be managed with great care (trust).¹²

The regulation regarding *tabarru'* funds is also emphasized in the DSN-MUI Fatwa No. 53/DSN-MUI/III/2006, that grant funds are used to help fellow insurance participants, and the role of insurance companies is only as a fund manager. At the end,

⁹ Kesuma et al., "Unveiling Sentiment and Financial Risks: OJK's 10% Co-Payment in Health Insurance."

¹⁰ Nugroho, "Janji Suci Yang Terkoyak Oleh Pihak Ketiga: Perlindungan Konsumen Atas Intervensi Polis Asuransi Kesehatan Berbasis Co-Payment Oleh Otoritas Jasa Keuangan (Ojk) Ditinjau Dari Teori Kepastian Hukum."

¹¹ Hotma Sari Siregar and Fatimah Zahara, "Settlement of Remaining Financing Due to Rejected Insurance Claims from the Perspective of POJK Number 69/POJK.05/2016 (Case Study at BPRS Puduarta Insani Medan)," *AL-IKTISAB: Journal of Islamic Economic Law* 8, no. 2 (November 19, 2024): 187–200, <https://doi.org/10.21111/aliktisab.v8i2.13021>.

¹² C Kurniawan and A Hergastyasmawan, "Conformity of the Co-Payment Scheme of OJK Circular Letter No. 7/2025 with the Ta'awuni Principle in Sharia Insurance: A Critical Evaluation from the Perspective of Maqashid Syariah," *International Journal of Advanced Technology and Social Sciences* 3, no. 6 (2025): 867–78, <https://doi.org/10.59890/ijatss.v3i6.41>.

in the theory of *mashlahah* offers a model *Takaful ijtimai'i* as an alternative to sharia insurance in a fair future.¹³

Furthermore, it is explained in the DSN-MUI Fatwa No. 150/DSN-MUI/VI/2022 that it is prohibited to use funds *Scarlet Witch* For the difference in costs, the funds should be given by the company to policyholders to obtain a benefit. Based on this data, the regulation regarding *co-payment* Currently, it only relies on a number of regulations that actually do not explicitly mention about *co-payment*, of course, can still be a juridical foundation in practice even though it has fundamental weaknesses because it has not yet regulated the specifics of the policy *co-payment*.

3. The Impact of Co-Payment on Health Insurance Customers

Presence *co-payment* cause losses to policyholders, the premiums paid are not optimally allocated due to *co-payment*. In essence, health insurance is a forum for people to get financial convenience, but this policy requires policyholders to pay another 10% of funds, providing benefits for insurance companies, and making losses to policyholders, they have paid premiums but when they want to claim insurance they are required to take part in hospital payments.

Scheme *co-payment* is not in line with the principle of helping because it is a financial burden on policyholders. *Co-payment* burdening low-income customers, and potentially reducing people's access to health services due to the fear of not being able to pay the additional costs caused by *co-payment*.¹⁴

The 10% increase applied can consume the monthly income of insurance customers by 16-30% if there are several claims, because every individual who is an insurance customer if they want to make an insurance claim is required to pay *co-payment*. It does not reduce the possibility that in the near future insurance customers will automatically increase the payments made, and it is detrimental to insurance customers.¹⁵ Overall, the policy *co-payment* does not consider the ability to pay each customer, and is considered to increase the financial burden, and reduce public access to health services.

¹³ Zamzam Mubarak and Amrizal, "Analisis Iuran Dan Kamar Rawat Inap Standar Di Badan Penyelenggara Jaminan Sosial Kesehatan Dalam Perspektif Maqashid Syariah," *Al-Kharaj: Jurnal Ekonomi, Keuangan & Bisnis Syariah* 6, no. 7 (July 1, 2024), <https://doi.org/10.47467/alkharaj.v6i7.3234>.

¹⁴ Kurniawan and Hergastyasmawan, "Conformity of the Co-Payment Scheme of OJK Circular Letter No. 7/2025 with the Ta'awuni Principle in Sharia Insurance: A Critical Evaluation from the Perspective of Maqashid Syariah."

¹⁵ Kurniawan and Hergastyasmawan.

4. Co-Payment in Health Insurance Claim Submission from the Perspective of Sharia Economic Law

Justice is the central pillar in muamalah. 'Adl is often translated as justice. However, the meaning goes deeper than just dividing equally. 'Adl means to put something in its proportionate place and gives each party the right according to its portion. *Co-payment* must be analyzed from two sides of justice. For collective funds without *co-payment*, there is an injustice where participants who rarely claim (healthy) continue to subsidize participants who claim frequently. *Co-payment* in theory creates distributive justice by making each participant share the burden proportionately when they use collective funds. This is a form of preventive justice.¹⁶

Justice for participants as consumers On the other hand, *co-payment* can be felt unfair if the amount is disproportionate or burdensome, especially for participants with certain economic conditions. If 'Adl focuses on vertical (human-to-human) relationships. The principle of 'Adl (fairness) requires that the burden of *co-payment* must not take away the main benefit of insurance itself, namely financial protection. The OJK's provision that *co-payment* must be reasonable and not burdensome is the embodiment of this principle, although in practice it needs strict supervision. So in this analysis, 'Adl corrects the system by ensuring that the distribution of wealth and opportunity takes place proportionately and fairly.

According to Wahbah Az-Zuhaili in his book entitled *Fiqh al-Islam Wa Adillatuhu* emphasized that insurance aims to realize the benefits of mankind, as well as the protection of property with the principle of helping between members. The principle of helping means protecting oneself, and one's property from anything that could damage, eliminate, or waste it.¹⁷

In this context, this insurance aims to protect the participant's assets from unexpected financial losses due to certain risks, of course with the premiums paid. The premiums paid should be used for hospital payments, not additional administrative payments with *co-payments*. In sharia, and with a sharia economic law approach, insurance aims to maintain assets, namely the sustainability of *tabarru'* funds, and the sharia insurance industry as a whole, not to increase financial burdens. Therefore, a study through the

¹⁶ Alya and Sativa, "Analisis Hukum Terhadap Penerapan Prinsip Transparansi Dalam Pemasaran Produk Asuransi:(Studi Kasus Pada PT. Generali Medan)."

¹⁷ Wahbah Al-Zuhayli, "Fiqh Islām Wa Adillatuhu" (Jilid ke-7. Dimashq: Dār al-Fikr, 2004).

perspective of sharia economic law is needed because it provides a more holistic perspective, and *the co-payment* policy must be tested for its benefits.¹⁸

In reality, the *tabarru'* fund aims to prevent the misuse of this collective fund by a few participants, thus ensuring the sustainability of the help system for all participants, and the funds are used for the needs of the participants. Thus *co-payment* is an additional cost, and not the active participation of participants in maintaining the sustainability of their own charitable funds. Insurance in theory can prevent participants' financial bankruptcy while still providing protection against large health costs with the company bearing 90%. However, if not managed properly, it can reduce the benefits of participants by increasing the financial burden.

Therefore, the *co-payment* policy mentioned in OJK Circular Letter No. 7 of 2025 can be said to be not in line with the principle of helping people. This is not in line with an economic ecosystem based on justice, mutual cooperation, and benefits. Its application charges insurance participants with the concept of *overpayment* which requires paying outpatient money of Rp.300,000.00, and hospitalization money of Rp.3,000,000.00, after premiums outside of the agreement in the insurance policy.

In order for *co-payment* to be accepted more broadly in sharia, several measures can be considered through the OJK, and business actors can encourage the creation of flexible products, such as providing lower premium options with *co-payment*, or full premiums without *co-payment*. This method provides freedom for participants to choose according to their ability. Then by closely supervising the proportionality of the Financial Services Authority (OJK), and the Sharia Supervisory Board (DPS) in each company must actively supervise the amount of *co-payment* so that it remains reasonable and not burdensome.

If *co-payment* is associated with *maslahah*, then this policy cannot be applied, because *maslahah* itself is to maintain the sharia purpose of harm, while *co-payment* causes losses to customers in the context of asset maintenance, the policy cannot be said to protect against harm as stated in OJK Circular Letter Number 7 of 2025 concerning *risk sharing* because *Co-payment* is not a risk sharing but adds a financial burden to the insurance participant.

As a country that recognizes the rule of law, of course, the state must try all ways to protect its people to avoid losses, as well as provide protection for the rights of citizens while creating a sense of security against violations, and abuse of power, the sole authority given to the OJK in the *co-payment* obligation is the cause of harm and losses

¹⁸ Zamzam Mubarak and Amrizal, "Analisis Iuran Dan Kamar Rawat Inap Standar Di Badan Penyelenggara Jaminan Sosial Kesehatan Dalam Perspektif Maqashid Syariah."

to policyholders. In theory, *co-payment* provides relief to policyholders in adding these costs, but in practice this policy only benefits the insurance company, not reducing the financial burden of policyholders, or insurance participants.

CONCLUSION

Based on the research that has been conducted, it can be concluded that the *co-payment* which is regulated in OJK Circular Letter Number 7 of 2025 is not in line with the principles of sharia economic law, the implementation does not meet the fundamental principles of muamalah namely justice, and benefit. The researchers concluded that *co-payment* is not justified through the approach of sharia economic law as an instrument to maintain the continuity of funds *tabarru'*, and prevent financial uncertainty in the help-help system, as well as provide justice to insurance participants. These findings make a significant contribution to the development of knowledge in the field of sharia economic law by offering a new perspective that reconciles the demands of the *sustainability* industry with sharia principles, as well as an important reference for the public in understanding the dynamics of the development of Islamic financial products in Indonesia.

Based on the researchers' findings, it is recommended to the Financial Services Authority to develop more comprehensive technical guidance regarding the implementation of the *co-payment* In sharia insurance products, by emphasizing the aspect of sharia through a complete explanation mechanism in the contract. For further research, it is recommended to conduct an empirical study on the impact of implementation *co-payment* on customer satisfaction and financial health of Islamic insurance companies, as well as comparative studies of similar practices in countries that have implemented *co-payment* with the advanced Islamic finance industry.

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