

# A normative ethical analysis of Islamic unit-linked insurance using the Maqasid Shariah framework of Abu Zahrah

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## ABSTRAK

### Introduction

Islamic unit-linked insurance (IULI) products are widely offered in Indonesia as financial instruments that integrate Shariah-compliant protection and investment features. While these products formally adhere to legal Shariah contracts, growing concerns have emerged regarding their operational alignment with Islamic ethical principles, particularly justice. Previous studies have focused on the legal structure of Islamic insurance, but few have assessed whether their practices fulfill the higher objectives of Islamic law (maqasid shariah), especially from a normative ethical perspective.

### Objectives

This study aims to evaluate the operational practices of Islamic unit-linked insurance in Indonesia through the lens of maqasid shariah as conceptualized by Abu Zahrah. It seeks to determine whether the structural compliance of IULI contracts also translates into ethical and social justice in practice, particularly in cost transparency, fund management, and participant equity.

### Method

Using a normative qualitative approach, this study analyzed policy documents, fatwas issued by Indonesia's Shariah authority, and cost structures of four major Islamic insurance providers. The analysis applied Abu Zahrah's three-dimensional maqasid framework—spiritual integrity, justice, and public welfare—to assess the alignment between contract theory and actual implementation. Contractual, regulatory, and ethical aspects were examined in light of Islamic jurisprudence.

### Results

The study found that while the IULI contracts were formally Shariah-compliant, operational practices exhibited major ethical inconsistencies. These include disproportionate acquisition costs, ambiguous fund classification, and vague contract disclosures. The

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clause allowing "additional agreed-upon conditions" in regulatory fatwas was frequently exploited to introduce unjustified fees. These practices compromised the ethical foundation of IULI and undermined the maqasid objectives of wealth protection and justice.

### Implications

The findings highlight a justice deficit in IULI implementation, signaling the need for stricter governance, transparent disclosure, and ethical oversight. Structural compliance must be complemented by ethical substance to preserve public trust in Islamic finance. This study calls for the institutionalization of maqasid-based performance criteria and regulatory reforms to uphold the values of Shariah in financial products.

### Originality/Novelty

This research contributes a novel evaluative framework rooted in Abu Zahrah's maqasid to assess the ethical validity of Islamic unit-linked insurance. By shifting the evaluative focus from formal legality to ethical substance, the study offers critical insights into aligning Islamic financial practices with the true spirit of Shariah.

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## INTRODUCTION

Islamic unit-linked insurance (IULI) has become a prominent product within the Islamic financial industry, particularly in Muslim-majority countries such as Indonesia, Malaysia, and Saudi Arabia. The development of this hybrid insurance product, which integrates both protection and investment elements, is grounded in the principles of Shariah law. IULI operates using takaful models that emphasize mutual assistance, solidarity, and risk-sharing among participants. The growing interest in this product is driven by its dual appeal: it offers both life protection and a Shariah-compliant investment vehicle. However, despite its rapid expansion and widespread acceptance, recent empirical studies and anecdotal evidence have begun to highlight significant concerns regarding customer satisfaction, financial performance, and ethical alignment. For instance, Syarifudin et al. (2021) argue that low literacy among consumers regarding the structure and functioning of Islamic insurance contributes to unmet expectations and dissatisfaction. Additionally, studies by Halim et al. (2023) and Purnamasari & Alam (2020) identify a lack of trust and inadequate product knowledge as major barriers to customer satisfaction in IULI.

These emerging concerns have prompted scholars and industry practitioners to critically assess the value proposition and ethical integrity of Islamic unit-linked products. In particular, empirical data suggest a growing gap between consumer expectations and actual performance. This divergence often leads to financial loss and diminished confidence in the product. Antony et al. (2023) reveal how economic

uncertainty during the COVID-19 pandemic exacerbated consumer discontent, particularly when expected returns failed to materialize. Similarly, Rahman et al. (2023) underscore that trust and communication are pivotal in shaping positive consumer experiences. The combination of perceived poor service quality, hidden charges, and unmet expectations raises fundamental questions about the ethical foundations and operational governance of IULI. The cumulative effect of these issues has triggered debates on whether such products truly reflect the *maqasid al-shariah* (objectives of Islamic law), which prioritize justice, public welfare, and ethical conduct.

The central problem confronting Islamic unit-linked insurance is the disconnect between the theoretical ideals of Islamic finance and the operational realities experienced by consumers. While the foundational concepts of *takaful* emphasize mutual support and equitable risk distribution, the actual application of these principles in IULI is often compromised by excessive fees, opaque contract terms, and inconsistent *Shariah* interpretations. This contradiction has led to calls for a more rigorous framework for assessing *Shariah* compliance and ethical governance within the Islamic insurance sector. One proposed solution is the adoption of a *maqasid shariah*-based evaluation model that not only examines legal adherence but also ethical and socioeconomic outcomes. Such a model, especially one influenced by the perspectives of classical scholars like Abu Zahrah, allows for a more holistic understanding of justice, equity, and welfare in Islamic financial transactions.

General strategies to address this problem include regulatory reforms, increased transparency in product design, and improved consumer education. For example, the application of the CARTER service quality model, as used by Wicaksono & Trisasmitha (2019), has been proposed to better align service delivery with customer expectations in Islamic insurance. Regulatory bodies such as the OJK in Indonesia and the DSN-MUI have issued fatwas and guidelines aimed at standardizing contract structures and ensuring ethical compliance. However, despite these efforts, challenges remain in effectively translating these principles into practice. The limitations of current fatwas, particularly regarding cost structures and contract ambiguities, continue to pose obstacles to achieving the *maqasid* objectives.

From a more targeted perspective, several scholars have argued for the integration of risk-sharing mechanisms and transparent investment management practices as essential components of an ethically sound IULI model. Previous studies (Baroroh, 2022; H. A. Hassan, 2019) suggest that the ethical efficacy of IULI can be significantly enhanced through participatory governance models and the use of surplus-sharing mechanisms that reinforce solidarity and mutual benefit. Meanwhile, Akhter et al. (2017) highlight the resilience of Islamic insurance during economic downturns, which they attribute to the embedded social responsibility and ethical investment mandates. These insights point toward a set of operational reforms that could realign IULI with its foundational Islamic economic principles.

Other scholars have explored the potential of *takaful* as a tool for advancing financial inclusion and macroeconomic stability in Muslim-majority countries. Previous studies (Aini et al., 2025; Alhammadi, 2023) argue that the inclusive and ethical nature

of Islamic insurance positions it as a vital instrument for poverty alleviation and economic resilience. The design of micro-takaful products tailored to low-income groups exemplifies how Islamic insurance can fulfill both economic and spiritual needs. These findings support the notion that enhancing the accessibility and ethical clarity of IULI could contribute to broader socioeconomic development goals. Furthermore, the integration of digital technologies and financial literacy programs, as emphasized by Syed Mohamad (2020), could bridge the knowledge gap and align consumer expectations with product realities.

Despite the growing body of literature advocating for improvements in Islamic insurance operations, few studies have thoroughly examined the alignment between operational mechanisms of IULI and the principles of maqasid al-shariah. Most evaluations focus on contractual legality rather than broader ethical and socioeconomic dimensions. This gap indicates the need for a comprehensive framework that not only assesses compliance in terms of contracts and fatwas but also interrogates the justice, transparency, and equity of financial practices. Abu Zahrah's tripartite framework—comprising spiritual purification, justice, and public welfare—offers a promising lens for this evaluation. By applying this perspective, researchers can explore how current practices may fall short of the Islamic ethical mandate and identify actionable pathways for reform.

This study aims to analyze the operational mechanisms of Islamic unit-linked insurance through the lens of maqasid shariah as conceptualized by Abu Zahrah. The novelty of this research lies in its use of a normative evaluative framework that bridges legal-formal compliance with broader ethical objectives. The study examines the policies and practices of selected Islamic insurance providers in Indonesia to assess the extent to which they uphold the values of justice and social welfare. In doing so, it provides critical insights into the structural and regulatory shortcomings that compromise the ethical integrity of IULI. By highlighting these issues, the study contributes to ongoing efforts to develop more robust, transparent, and socially responsible Islamic financial products that truly embody the spirit of maqasid shariah.

## LITERATURE REVIEW

### Conceptual Foundations of Islamic Unit-Linked Insurance

Islamic unit-linked insurance (IULI) represents a unique convergence of insurance and investment in a Sharia-compliant framework. Built on the principles of mutual cooperation and risk-sharing, IULI utilizes contract structures such as wakalah bil ujah (agency with fee), mudharabah (profit-sharing), and tabarru' (voluntary contribution). These contracts are rooted in classical Islamic jurisprudence and fatwas issued by authoritative bodies like the DSN-MUI (Fatwa Nos. 21, 51, 52, and 53), which provide the legal scaffolding for Sharia-compliant insurance products.

Takaful, the foundational concept underpinning IULI, has been widely discussed in Islamic finance literature as a viable alternative to conventional insurance. Many scholars (Abdeen et al., 2019; Billah, 2019; Harun & Nurdianawati Irwani Abdullah, 2018;

H. A. Hassan, 2019; 2021) argue that takaful better aligns with Islamic ethical principles by eliminating elements of gharar (excessive uncertainty), maysir (gambling), and riba (interest). IULI, as a hybrid product, builds on this tradition by offering both protection and investment components, allowing participants to receive financial returns while adhering to ethical principles.

### **Maqasid Shariah and Contractual Validity**

Maqasid shariah—the higher objectives of Islamic law—provide an ethical benchmark beyond formal contract legality. According to Al-Ghazali and later refined by Al-Shatibi and Abu Zahrah, maqasid encapsulates the preservation of religion (din), life (nafs), intellect ('aql), progeny (nasl), and wealth (mal). Abu Zahrah's framework introduces an additional tripartite lens: purification of the soul, justice, and public welfare (maslahah). Within this lens, compliance is not only about adherence to contractual forms but also about achieving ethical and social outcomes.

While most studies acknowledge that IULI adheres to legal requirements, questions remain regarding its alignment with the spirit of Shariah. Many scholars also (Z. Ali et al., 2024; Ayub, 2007; Dzulkepli & Barom, 2021) emphasize that Islamic financial products must promote social equity and avoid unjust enrichment. However, many IULI practices—particularly those related to fee structures and transparency—have been criticized for undermining these maqasid-based values.

### **Cost Structures and Ethical Concerns**

One of the most contentious aspects in the literature concerns the cost structures embedded within IULI products. Acquisition costs, administrative fees, and investment management charges often consume a significant portion of the participant's contribution. For instance, as highlighted by previous studies (Masfuha, 2017; Wegayanti, 2018), certain providers deduct up to 80% of the premium during the early years of the policy under the label of "acquisition fees." Such practices, though legally permitted, may result in customer losses and erode the ethical justification of the product.

Previous studies (Baroroh, 2022; Galal & Kabbashi, 2017; Pertiwi & Abidah, 2021; Yaacob et al., 2016) underscore the lack of uniformity in the application of these fees, revealing inconsistencies across providers and potential exploitative practices. This raises the question of whether such cost structures fulfill the maqasid principle of justice ('adl) or instead constitute a form of *zulm* (injustice) against participants.

### **Governance, Transparency, and Stakeholder Trust**

Effective governance and transparent disclosure are essential for upholding ethical standards in Islamic finance. Several studies (Abdul Rahim et al., 2023; Hasan et al., 2022; Lewis, 2014; Raman & Bukair, 2013) have found that good Shariah governance correlates positively with stakeholder trust and institutional integrity. In the context of IULI, inadequate disclosures and vague contractual terms often result in asymmetrical information, where participants do not fully understand the implications of their financial commitments.

Furthermore, studies such as Abdul Rahman et al. (2020) reveal that consumers often lack sufficient knowledge about how their contributions are allocated, especially between the tabarru' and investment funds. This lack of clarity diminishes the principle of transparency (amanah) and opens the door to potential misuse of funds, which contradicts the maqasid requirement of public welfare.

### **Regulatory Limitations and Fatwa Ambiguity**

While the DSN-MUI fatwas provide a foundational legal framework, they are not immune to critique. The clause permitting "additional agreed-upon conditions" in Fatwa No. 52 regarding cost allocation under wakalah bil ujah, for example, is open-ended and potentially exploitable by insurance providers to impose non-transparent fees. This regulatory leniency, though perhaps intended to allow contractual flexibility, can lead to inconsistent practices that erode the ethical foundations of Islamic finance.

Moreover, many scholars (Abozaid, 2020; Abozaid & Khateeb, 2024; Baloch & Chimenya, 2023; Minhat & Dzolkarnaini, 2021; Murad et al., 2024) call for more stringent regulatory oversight and periodic review of fatwas to ensure they reflect evolving market dynamics and ethical expectations. Without such oversight, the maqasid goal of justice and welfare remains aspirational rather than realized.

### **Synthesis and Research Gap**

While the literature provides robust analyses of IULI's contractual structures and legal compliance, relatively few studies have comprehensively addressed the operational dimensions through the ethical framework of maqasid shariah. Most scholarship focuses on legality rather than justice, transparency, or socioeconomic impact. This presents a significant research gap, especially given that maqasid shariah is meant to serve as both a legal and ethical compass in Islamic finance.

This study addresses this gap by applying Abu Zahrah's maqasid framework to evaluate whether IULI practices genuinely uphold Islamic ethical principles. By shifting the evaluative lens from legal form to ethical substance, the research aims to assess whether current practices violate the spirit of justice as articulated in maqasid shariah, despite structural Shariah compliance.

## **METHOD**

### **Research Design**

This study adopts a qualitative normative legal research design (Hamzani et al., 2023; Mitchell, 2022; Rohman et al., 2024) to critically evaluate the operational mechanisms of Islamic unit-linked insurance (IULI) from the perspective of maqasid shariah, as conceptualized by Abu Zahrah. The normative approach enables an in-depth assessment of regulatory documents, contract structures, and policy illustrations in light of Islamic jurisprudential principles. By focusing on how current operational practices align or deviate from the ethical objectives of Islamic law, the study extends beyond legal-formal compliance to examine the ethical substance and socioeconomic outcomes of IULI.



The central methodological objective is to assess whether the application of Shariah contracts in IULI upholds the maqasid principles, particularly the imperative of justice. The analysis investigates whether cost structures, fund allocations, and contract transparency fulfill the ethical expectations of Islamic finance or whether they result in practices that contradict the objectives of fairness, equity, and public welfare. This normative analysis is essential given the growing gap identified in the literature between legal conformity and ethical practice in Islamic insurance operations ([Ayub, 2007](#); [Kholis, 2020](#)).

### Data Sources and Sampling

The study draws on primary and secondary data sources. Primary sources include policy documents, benefit illustrations, cost allocation charts, and contractual frameworks from four Islamic insurance companies operating in Indonesia. The companies—coded as Company A, B, C, and D for confidentiality—were selected based on their significant market share and public availability of policy documentation. These documents provide empirical evidence of how Shariah contracts such as *wakalah bil ujah*, *tabarru'*, and *mudharabah musytarakah* are operationalized in practice.

Secondary data includes relevant fatwas issued by the Dewan Syariah Nasional-Majelis Ulama Indonesia (DSN-MUI), particularly Fatwa Nos. 21, 51, 52, and 53. These fatwas form the legal basis for the contractual models used in IULI and are evaluated for clarity, coherence, and susceptibility to exploitation. In addition, academic literature, reports from regulatory authorities, and existing empirical studies are incorporated to provide contextual understanding and theoretical depth ([Hassan & Lewis, 2014](#); [Baroroh, 2022](#)).

### Analytical Framework

The study employs a three-tiered analytical framework grounded in Abu Zahrah's ([Abu Zahrah, 1956, pp. 364–366](#)) interpretation of maqasid shariah, which consists of (1) purification of the soul (*tazkiyah al-nafs*), (2) justice (*'adl*), and (3) public welfare (*maslahah*). Each policy and operational feature is evaluated against these three maqasid dimensions. This approach ensures that the evaluation captures not only the legal dimensions of the contracts but also their ethical and social implications.

- **Purification of the Soul:** This dimension assesses whether IULI contracts promote sincerity, avoid deception, and reflect ethical intentions in design and implementation.
- **Justice:** This component evaluates whether the cost structures, benefit allocations, and information disclosures treat participants equitably. Excessive acquisition costs or non-transparent charges are indicators of potential injustice (*zulm*).
- **Public Welfare:** The third dimension examines whether the product provides long-term benefits to the community and safeguards participant wealth, particularly for those with limited financial literacy or socioeconomic vulnerability.

This maqasid-based evaluation is complemented by fiqh muamalah principles that govern permissible financial interactions in Islam, offering a comprehensive Shariah framework for assessing Islamic insurance operations.

### **Contractual Analysis**

Each Shariah contract embedded in the IULI product—wakalah bil ujah, tabarru', and mudharabah—is analyzed to determine whether its operational application aligns with both its juridical intent and ethical objectives. Particular attention is paid to the fund segregation mechanisms, fee deduction processes, and the role of the operator (takaful company) in managing investment risks and operational expenses.

For instance, the wakalah contract is assessed to determine whether fees charged for management and acquisition are proportionate and transparent. The tabarru' fund is examined for clarity in participant contributions, surplus distributions, and usage for claims. The mudharabah musytarakah component is analyzed to evaluate investment risk-sharing arrangements and whether profits are fairly distributed in line with contractual terms. Discrepancies between the theoretical structure of these contracts and their operational realization are interpreted as indicators of ethical inconsistency. These inconsistencies are analyzed for their implications on the principle of justice, a central tenet of maqasid shariah.

### **Evaluation of Regulatory Instruments**

DSN-MUI fatwas are evaluated in terms of legal sufficiency, clarity, and enforceability. Fatwa No. 52, which governs the application of wakalah bil ujah in insurance contracts, is critically analyzed due to its vague clause permitting "additional agreed-upon conditions." The study examines whether this flexibility has led to justifiable innovation or opened space for exploitative practices. Comparisons are also drawn with international standards from AAOIFI and IFSB to benchmark the robustness of Indonesian regulations.

The study also considers whether regulatory oversight mechanisms effectively monitor the implementation of these fatwas in operational practice. Regulatory gaps, if any, are identified as factors contributing to ethical and contractual inconsistencies. This evaluation highlights the systemic challenges that must be addressed to enhance Shariah compliance and ethical alignment in the IULI sector.

### **Validity and Limitations**

To ensure analytical validity, triangulation is employed by comparing policy documents with fatwa content and existing empirical studies. The selection of multiple insurance providers helps mitigate institutional bias and provides a comparative perspective. The normative nature of the study, however, implies certain limitations. It does not utilize quantitative financial performance metrics or consumer survey data. Instead, it relies on document analysis and jurisprudential interpretation, which, while suitable for evaluating ethical compliance, may not capture behavioral dimensions of consumer perception.



Moreover, while the focus on Abu Zahrah's maqasid framework allows for ethical depth, it may exclude other interpretations of maqasid proposed by scholars such as Al-Ghazali and Al-Shatibi. Nonetheless, the study acknowledges these perspectives and chooses Abu Zahrah's framework for its clarity and alignment with the objectives of justice and welfare.

## RESULTS

### Islamic Unit-Linked Insurance Operations

Conceptually, Shariah-compliant unit-linked insurance is an advanced evolution of conventional life insurance products. Over time, life insurance offerings have expanded significantly, starting with traditional term life insurance and evolving into whole life insurance. However, as societal needs have developed, many individuals have found life insurance alone insufficient. There has been increasing demand for financial products that not only provide protection but also offer savings features. To meet these changing needs, insurance companies introduced endowment life insurance—a product that combines life insurance protection with guaranteed cash benefits, provided that policyholders consistently contribute over a pre-agreed period. As demand for more comprehensive and flexible insurance solutions grew, life insurance products continued to evolve (Jum'an & Sulastri, 2023; Yushadeni, 2011).

The next major innovation was unit-linked life insurance, which integrated both protection and investment benefits within a single policy. This product provides diverse protection options tailored to policyholders' preferences, along with investment components. Following the emergence of conventional unit-linked insurance, the industry eventually introduced a Shariah-compliant variant—Islamic unit-linked insurance (Al-Afghan, 2012; Permana, 2019).

The core concept of Islamic unit-linked insurance is to offer Shariah-based life protection as its primary feature, while also allowing for additional coverage—such as medical care, accident benefits, and other optional protections—within a single policy, based on the participant's individual needs and in compliance with Shariah principles. Additionally, Islamic unit-linked products are linked to investment benefits, allowing participants to choose from various investment instruments offered by the insurer, either at the inception of the policy or during its tenure (Muhamad, 2007; Santri & Fauzi, 2023).

The basic structure of Islamic unit-linked insurance involves investing the participant's accumulated cash value into investment units through Shariah-compliant mutual fund mechanisms. This concept has been widely adopted by the majority of providers. Islamic unit-linked products offer a broad array of features and benefits that can be tailored to meet individual policyholders' needs. However, it is important to underscore that an Islamic unit-linked policy is fundamentally an insurance product—not an investment product—even though it includes investment components. Therefore, if a participant's primary motivation for purchasing such a

product is investment returns, they may be disappointed, as the main objective of this product is to provide insurance protection (Hafkhair, 2016; Khasanah, 2017).

As a life insurance product, the primary benefit of an Islamic unit-linked policy is life protection (Anggraini et al., 2024; Parinduri & Yusrizal, 2023). This feature must be present in all such products. Life protection refers to financial compensation for a family in the event that the insured person passes away, regardless of the cause. Beyond this core benefit, policyholders may opt to include additional benefits—commonly referred to as riders. These riders include a variety of optional coverages, allowing participants to tailor their policy to specific needs, such as total permanent disability benefits, accident coverage, critical illness protection, hospitalization benefits, and premium waivers. These additional benefits are optional and may be selected or omitted based on the policyholder's preferences (Kholis, 2020).

Furthermore, Islamic unit-linked insurance includes investment benefits offered through Shariah-compliant mutual fund schemes. The four companies reviewed in this study provide identical investment instruments, including money market funds, fixed income funds, equity funds, and balanced funds—all of which comply with Shariah principles. In summary, Islamic unit-linked insurance is a comprehensive 3-in-1 Shariah-compliant life insurance product that offers three key benefits within a single policy:

1. Life insurance protection,
2. Optional additional benefits (riders), and
3. Shariah-compliant investment benefits.

### **Scholars's Conception on Maqasid al-Shariah**

The terms *Maqasid al-Shariah*, *al-Maqasid al-Shar'iyyah*, and *Maqasid al-Shari'* are linguistically synonymous, though *Maqasid al-Shariah* is the most widely used and recognized. This concept represents a foundational framework in the study of Islamic jurisprudence (fiqh). Its significance has prompted Islamic legal theorists to consider it as a principal criterion—alongside other established principles—for *mujtahids* (legal scholars) undertaking *ijtihad* (independent legal reasoning). *Maqasid al-Shariah* simplifies and encapsulates the ultimate aims of Islamic law, rendering them more accessible and understandable across various contexts (Al-Alwani, 2001; Al-Khādimī, 2001; Al-Raysūnī, 1992, 1999; Ibn Rabī'ah, 2002). For this reason, the concept is highly adaptable, applicable to multiple aspects of human life and disciplines, and serves as a viable framework for addressing contemporary issues—including those related to socio-economic and financial matters.

Linguistically, *Maqasid* is the plural form of *maqṣud*, denoting objectives, fairness, intentionality, or upright paths (Al-Fayrūzābādī, 2005, p. 396; Wehr, 1971, p. 767). *Shariah* refers to the divinely revealed legal and ethical system intended by Allah (SWT) to promote the welfare of humanity in both this life and the Hereafter. In another scholarly context, *Maqasid* is defined as *al-ma'ani allati shuri'at laha al-ahkam*—the values or objectives for which legal rulings were prescribed (Al-Kurdī, 1980, p. 186). As a

foundation for *ijtihad* in addressing matters not explicitly covered by scriptural texts (*nass*), *Maqasid al-Shariah* plays a critical role in legal interpretation and application.

Al-Shatibi, a prominent scholar of Islamic legal theory, employed various terminologies such as *maqasid al-shari'ah*, *al-maqasid al-shar'iyyah*, and *maqasid min shar'i al-hukm*, all of which convey a unified meaning: the objectives intended by the Divine Lawgiver (Abdurrahman, 2020; Fahmi R & Firdaus, 2024). According to al-Shatibi, *maslahah* (welfare or benefit) in the context of Shariah refers not merely to rational interests but also to the safeguarding of divine rights and obligations. It encompasses both the pursuit of benefit and the avoidance of harm, grounded in preserving human dignity and divine intent (Betawi, 2018; Syarifuddin, 2018).

The fundamental principles of *Maqasid al-Shariah* emphasize the creation of benefit (*jalb al-masalih*), the prevention of harm (*dar' al-mafasid*), the establishment of justice and equality among humanity, and the enforcement of Islamic law as a legitimate and respected legal system. These principles collectively aim to cultivate a strong, dignified, and harmonious Muslim community. In essence, *Maqasid al-Shariah* articulates the overarching objectives behind Islamic legal prescriptions, to be realized for the collective welfare of society (Iqbal et al., 2023; Paryadi, 2021).

Given the critical role of *maqasid* in Islamic legal reasoning, many scholars have elevated its importance as a prerequisite for *ijtihad*. It is often described as the “qibla” (spiritual orientation) of *mujtahids*, guiding them in their interpretive efforts. Al-Shatibi asserted that all legal rulings are divinely intended to secure human welfare and prevent harm (*jalb al-masalih wa dar' al-mafasid*). In simpler terms, Allah’s legal injunctions are solely for the benefit of humanity.

Al-Shatibi divided *maslahah* into three hierarchical categories: *daruriyyat* (essentials), *hajiyyat* (complementary needs), and *tahsiniyyat* (embellishments or refinements). The five essential values (*daruriyyat*) protected by Shariah are: religion (*al-din*), life (*al-nafs*), intellect (*al-'aql*), progeny (*al-nasl*), and wealth (*al-mal*).

These are collectively referred to by classical scholars such as al-Ghazali as *al-kulliyat al-khamsah*—the five universal necessities or foundational objectives of Shariah (*usul al-shariah*). The order of these priorities is not fixed and is subject to scholarly interpretation (*ijtihadi*). For instance, Al-Shatibi sometimes prioritizes intellect over progeny, or wealth over intellect. Nevertheless, he consistently places religion and life at the forefront, underscoring their fundamental importance.

### **Abu Zahrah’s Framework of Maqasid al-Shariah**

Building upon earlier scholarship, Abu Zahrah (1956) offers a more refined classification of *maqasid al-shariah* into three core objectives:

#### **Spiritual Purification (*Tahdhīb al-Fard*)**

This objective aims to cultivate individuals who are sources of virtue and not agents of harm within their communities. This is achieved through the performance of various forms of worship (*'ibadat*) prescribed by Islam, which are designed to purify the soul and strengthen social solidarity. Abu Zahrah (1956, p. 364) notes:



تهذيب الفرد ليستطيع أن يكون مصدر خير لمجتمعه ولا يكون منه شر لأحسن الناس وذلك: العبادات التي شرعاً وهي كلها لتهذيب النفوس، وتوفي الملاحظ الاجتماعية الفاضلة، وهي تشق النفوس من أدراك الحمد الذي استكن في قلب ابن آدم

Refining the individual so that he becomes a source of goodness for his community, and so that no harm comes from him to the best of people. This is achieved through the acts of worship that have been legislated, all of which aim to purify the soul and foster noble social values. These acts challenge the soul to overcome its innate selfishness and instill tranquility in the heart of the human being.

### **Justice (Al- 'Adl)**

Justice must prevail both within the Muslim community and in interactions with non-Muslims. The objective of justice in Islam is noble and all-encompassing, extending to all areas of life. Islam upholds the principle that every individual has equal rights, thereby anchoring the legal system in the broader ideal of social justice. Upholding justice necessitates a profound respect for human rights. Abu Zahrah ([Abu Zahrah, 1956, p. 364](#)) notes:

إقامة العدل في الجماعة الإسلامية. العدل فيها بينها، والعدل مع غيره

والعدل في الإسلام مقصده أسمى، ويتجه في اتجاهات مختلفة، فيجعل إلى العدل في الأحكام، والأفضية، والشهادات، وإلى العدل في المعاملة مع غيره، بأن يفرض للناس من الحقوق مثل ماله

Establishing justice within the Islamic community – justice among its members and justice with others.

Justice in Islam is a noble objective. It applies across various domains: justice in rulings, judgments, and testimonies, as well as in dealings with others – by granting people their rights just as one expects for oneself.

### **Public Welfare (Maslahah)**

This represents the ultimate objective of Islamic law. Every legal injunction in Islam—derived from the Qur'an or the Sunnah—must contain an element of genuine public benefit. Such *maslahah* is comprehensive, inclusive, and not confined to the interests of any particular group. It reflects Islam's universal concern for the well-being of all humanity. Abu Zahrah ([Abu Zahrah, 1956, p. 366](#)) notes:

من نواحي الأحكام الإسلامية، وذلك الغاية حقيقة ثابتة في كل الأحكام الإسلامية، وهي المصلحة، فما من أمر شرعه الإسلام بالكتاب والسنة إلا كانت فيه مصلحة حقيقية، وإن اختلفت تلك المصلحة على بعض الذين غشاهم الهوى

والمصلحة التي يريدها الإسلام ليست هوى، وإنما هي المصلحة الحقيقية التي تتم ولا تغش. ولما كان هذا الموضوع من

الفروع الإسلامية نشير إليه ببعض التفصيل

Among the aspects of Islamic rulings is a firmly established purpose present in all Islamic laws — that is, public welfare (*maṣlaḥah*). There is nothing that Islam legislates through the Qur'an and the Sunnah except that it contains a genuine benefit, even if that benefit is concealed from those whose perception is clouded by desire.

The benefit that Islam seeks is not driven by whim, but is the true and objective benefit — one that nurtures and does not deceive. Since this topic belongs to a specific branch of Islamic jurisprudence, we shall refer to it with some elaboration.

### **The Operation of Islamic Unit-Linked Insurance Products Through the Lens of Maqasid al-Shariah**

The operational mechanism of Islamic unit-linked insurance begins when a participant (policyholder) purchases a unit link product. At the point of purchase, the participant is granted the option to either allocate their funds or not, specifically into two categories: funds for the acquisition of protection benefits (hereafter referred to as periodic contributions) and funds intended for investment purposes, which will later accumulate into the participant's cash value (hereafter referred to as periodic top-up contributions). In general practice, the participant's funds are divided into two principal components: the basic insurance portion and the investment fund. As for additional insurance (riders), the participant is presented with the choice of whether or not to subscribe to such supplementary coverage. The total amount paid by the participant toward the insurance program is collectively referred to as the contribution.

These contributions are allocated to cover a range of predetermined fees, which include acquisition fees (*wakālah bi al-ujrah*), *tabarru'* (donation-based risk sharing), policy administration fees, risk administration, investment management, policy maintenance, top-up processing, fund switching, policy cancellation, and automatic contribution holiday services. Each company applies its own cost structure, leading to variation in the imposition of these fees. Among the observed providers, Company C applies the greatest variety of fee types, yet imposes the shortest acquisition fee period, limited to only one year. In contrast, Companies A, B, and D apply acquisition fees over a longer duration, typically four to five years, with higher rates charged during the first and second years.

An analysis of the concept and operational mechanisms of Sharia-based unit link insurance, from the perspective of Sharia compliance with an emphasis on the parameters of Maqāṣid al-Sharī'ah (the higher objectives of Islamic law), leads to the conclusion that, in both concept and practice, the officially issued unit link products offered by Companies A, B, C, and D do not present any significant concerns with respect to Sharia compliance. This conclusion holds true in regard to the structure of basic protection, optional supplementary benefits, as well as the investment components, all of which are implemented in accordance with Sharia principles as outlined by the Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI). Furthermore, an examination of the types and forms of contracts (*'uqūd*) applied within

the operations of Companies A, B, C, and D—evaluated in light of DSN-MUI Fatwas No. 21, No. 51, No. 52, and No. 53—demonstrates that the contractual instruments used are in compliance with established Sharia principles. Each of these fatwas provides authoritative guidance regarding the permissibility and structural integrity of insurance and investment arrangements, and the practices of the aforementioned companies align with these provisions.

However, a deeper analysis of several operational aspects—particularly with reference to the contractual framework (*‘aqd*) and policy documentation within Sharia-based unit link insurance—reveals the following findings:

### **Contractual Inaccuracy and the Need for Purification of Contracts in Companies B and C**

In the case of Companies B and C, the contract summary in the policy document is labeled as “*Wakālah bil Ujrah Contract*”; however, its contents also include clauses pertaining to the *Tabarru’* contract. This inconsistency between the title of the contract and its substantive content raises concerns regarding the integrity and clarity of the contractual structure.

From the perspective of Sharia compliance, particularly in *fiqh al-mu‘āmalāt*, the proper classification and separation of contractual components is essential. The two contracts in question—*Wakālah bil Ujrah* and *Tabarru’*—serve distinct legal and ethical functions. The *Tabarru’* contract is designed to facilitate mutual assistance among participants; the funds contributed under this contract remain collectively owned and are designated solely for risk-sharing purposes. As such, the insurance operator (company) does not have ownership rights over the *tabarru’* fund.

In contrast, under the *Wakālah bil Ujrah* framework, the participant pays a fee (*ujrah*) to the company in exchange for services rendered, such as managing the investment or administrative functions. This fee constitutes the company’s legitimate income.

Given these fundamental differences, the allocation, ownership, and flow of funds differ significantly between the two types of contracts. Mixing or overlapping their provisions within a single contractual text may lead to confusion, misinterpretation, or even violations of Sharia principles such as clarity (*bayān*) and avoidance of *gharar* (uncertainty).

Therefore, for the purification of contracts (*taṣfiyat al-‘uqūd*), it is imperative to separate the two contracts explicitly and articulate the specific terms and conditions of each within their appropriate and distinct sections of the policy. This separation ensures transparency, protects the rights and expectations of all parties, and upholds the foundational principles of Islamic contract law.

### **Contract Object Issues in DSN-MUI Fatwa No. 52 and the Potential for Substantive Refinement**

At first glance, the object (*maḥall al-‘aqd*) of the *Wakālah bil Ujrah* contract as outlined in DSN-MUI Fatwa No. 52, when applied to the various fees imposed by Sharia-compliant unit link insurance providers, appears unproblematic. The contract’s use in



administrative functions, claim disbursements, and underwriting processes is appropriate and does not raise concerns. However, upon deeper analysis, there are substantive aspects that warrant reconsideration and present an opportunity for constructive revision of the fatwa's content.

Specifically, the treatment of three distinct operational components—fund management, risk portfolio management, and investment—as separate chargeable activities, despite being intrinsically linked, raises important conceptual and ethical questions. In practice, these three functions constitute a unified and interdependent process. Fund management inherently involves investment, as investing is the primary means of managing those funds. Simultaneously, investing inevitably entails managing the associated risk portfolio.

The segmentation of these activities into three distinct cost categories results in overlapping charges, which may impose an undue financial burden on participants. This fragmented fee structure introduces the risk of *zulm* (injustice or exploitation), as it potentially obliges participants to pay more than what is fair or necessary. Such a practice stands in contradiction to the second objective of Maqāṣid al-Sharī'ah, namely justice, as emphasized by Abu Zahrah and other classical jurists.

Based on this observation, an appropriate corrective measure would be to revise DSN-MUI Fatwa No. 52 to eliminate the possibility of overlapping cost structures that lead to unjust enrichment (*zulm*). Streamlining the fee categories by consolidating functionally inseparable activities would ensure greater transparency, fairness, and alignment with both the spirit and the letter of Sharia, thereby reinforcing ethical compliance in Sharia-based financial contracts.

### **Critical Evaluation of Marketing as an Object of Wakālah bil Ujrah and Its Implications for Justice in DSN-MUI Fatwa No. 52**

Another issue that warrants analytical scrutiny is the designation of marketing as an object (*maḥall*) of the *Wakālah bil Ujrah* contract. In the operational framework of Sharia-compliant unit link insurance, acquisition fees are commonly equated with the *Wakālah bil Ujrah* model. These acquisition charges are substantial—reaching up to 80% of the participant's contribution—and are imposed over an extended period, in some cases lasting four to five years.

From the perspective of marketing science, promotional activities are primarily the responsibility of the company that produces goods or offers services. Marketing is a strategic necessity for the company itself, not a requirement, duty, or obligation of the customer. The imposition of marketing costs upon participants contradicts this foundational principle and, as such, risks introducing elements of *zulm* (injustice or oppression) by transferring an unjustifiably large financial burden to participants—both in terms of magnitude and duration.

This practice stands in direct conflict with the second objective of Maqāṣid al-Sharī'ah, namely justice (*ʿadl*), as articulated by classical scholars such as Abū Zahrah. Justice demands that each party in a contractual relationship bears responsibilities in proportion to their role, capacity, and interest. Transferring what is inherently a



corporate operational cost to the customer—without clear justification—undermines this ethical equilibrium.

Based on these findings, a potential corrective measure within DSN-MUI Fatwa No. 52 would be to exclude marketing activities from the permissible objects of *Wakālah bil Ujrah*. By doing so, the fatwa would eliminate a structural opportunity for *zulm*, thereby reinforcing the ethical imperative of fairness and aligning the practical implementation of Sharia-based insurance with the spirit of Maqāṣid al-Sharīʿah.

### ***The Issue of Combining Tabarru' and Administrative Fees and the Need for Reform in DSN-MUI Fatwa No. 52***

In the policy statements of Sharia-compliant insurance Company B, it is noted that the allocation and proportion of *tabarru'* contributions are merged with administrative fees under a single terminology: *tabarru' and administrative charges*. This combination presents a significant problem from the perspective of *fiqh al-mu'āmalāt* (Islamic commercial jurisprudence), due to the fundamental differences in the nature and intended purpose of the two elements.

*Tabarru'* contributions are rooted in the principle of mutual assistance among participants, and as such, the funds remain collectively owned by the risk pool of policyholders. In contrast, administrative fees are revenues received directly by the company and form part of its operational income. The merger of these two distinct items—each governed by different legal and ethical principles—may result in *gharar* (contractual ambiguity or uncertainty), which is clearly prohibited under Islamic law.

This blending creates confusion regarding ownership, risk assumption, and contractual clarity, potentially compromising the transparency of the product and undermining the participants' informed consent. From a Sharia compliance standpoint, such ambiguity is unacceptable, particularly when it has direct financial consequences for the participant.

Further concern arises from a specific provision in DSN-MUI Fatwa No. 52, particularly Part Three, Clause 3, which states: *"Other terms and conditions may be agreed upon, depending on the type of insurance being contracted."* This clause is excessively open-ended and subject to broad interpretation, which creates loopholes that may be exploited by Sharia-compliant insurance companies. Under the pretext of "mutual agreement," companies may impose additional charges or provisions that are inconsistent with the core objectives of Sharia.

It is critical to emphasize that contractual agreement (*tarāḍī*) alone does not validate terms that are substantively non-compliant. As noted in classical jurisprudence, mutual consent to engage in a transaction involving *ribā* (usury) does not render the agreement valid in the eyes of Sharia. Therefore, even if both parties "agree" to a term that contradicts Sharia principles—such as interest-bearing loans or unjustified fees—the agreement is deemed *bāṭil* (invalid).

In light of these findings, a reform recommendation for DSN-MUI Fatwa No. 52 is to clarify and limit the scope of contractual flexibility permitted in Clause 3. This revision should explicitly prohibit contractual terms that result in the blending of funds with

different legal purposes or that impose fees inconsistent with *maqāṣid al-sharī'ah*, especially the principle of justice (*'adl*) and the prohibition of *gharar* and *zulm* (unjust harm).

## DISCUSSION

### Ethical and Legal Contradictions in IULI Operations

The findings from this study reveal that Islamic unit-linked insurance (IULI) products, while formally compliant with Shariah-based contracts, frequently fall short in operationalizing the ethical ideals embedded in *maqasid shariah*. The inconsistency between the nominal use of *wakalah bil ujah* and the practical embedding of other contractual elements such as *tabarru'* and *mudharabah* without clear separation exemplifies a structural tension. This contractual ambiguity potentially introduces *gharar* (uncertainty), eroding participant trust and weakening the ethical foundation of Islamic insurance. These results substantiate the concerns raised by scholars ([Akhlaq & Asif, 2024](#); [Habib, 2023](#); [Rangkuti, 2023](#)), who argue that formal compliance must be complemented by ethical substance to fulfill the holistic vision of Islamic finance.

### The Justice Deficit in Cost Structures

One of the most significant findings is the presence of overlapping and inflated cost structures, particularly in the initial policy years, where up to 80% of contributions are consumed by fees. This practice raises critical ethical concerns and challenges the notion of fairness and distributive equity, central to the *maqasid* principle of justice (*'adl*). The use of *wakalah bil ujah* as a justification for high acquisition costs, without detailed and transparent disclosure, risks rendering participants vulnerable to financial loss. These findings are consistent with observations made by scholars ([Alhalboni et al., 2022](#); [AlZuBi, 2020](#); [Shettima, 2020](#); [Yaacob et al., 2016](#)), who highlight how the absence of cost uniformity in *takaful* contributes to asymmetric information and potential exploitation.

The study aligns with view of many scholars ([S. N. Ali, 2017](#); [Azmat & Subhan, 2022](#); [Ullah et al., 2018](#)), who emphasized that ethical lapses in cost management lead to consumer distrust and reduced industry credibility. From a *maqasid shariah* lens, the failure to protect participant wealth (*hifz al-mal*) and to ensure justice reflects a systemic disconnect between theoretical design and ethical implementation. In this context, the concept of *zulm* (oppression) becomes relevant, as disproportionate fee allocations impose harm on participants, violating the principle of mutual benefit central to *takaful*.

### Tabarru' Fund and the Problem of Misclassification

Another critical insight from the analysis is the ambiguous classification and application of the *tabarru'* fund. Merging operational expenses with charitable contributions under the same label undermines the transparency and voluntariness expected in Islamic donations. This confusion, evidenced in documents from Company D, leads to uncertainty over whether participants are contributing to a risk-sharing pool

or financing administrative functions. As previously discussed by scholars ([Abozaid, 2016](#); [M. M. Ali et al., 2014](#)), such ambiguity may enable misuse of tabarru' funds, eroding stakeholder trust and damaging the ethical integrity of the takaful model.

This finding corroborates critiques from Dikko & Abu Bakar ([2018](#)), who noted that the integration of tabarru' into operational budgets could lead to conflict of interest and breach of fiduciary responsibility. The lack of clear fund segregation contravenes the Shariah principle of contractual transparency and accountability (*amanah*), which is vital for ensuring that the tabarru' system remains a sincere act of mutual assistance.

### **Regulatory Weaknesses and the Fatwa Dilemma**

The flexibility embedded in DSN-MUI Fatwa No. 52, particularly the clause allowing "additional agreed-upon conditions," is shown to be a significant contributor to operational inconsistency. While intended to allow product innovation, this vague provision enables providers to introduce fees and conditions that are not fully disclosed to participants. This echoes the concern raised by Kholis ([2020](#)), who criticized this clause for its exploitative potential. Without strict enforcement and interpretive guidelines, such legal ambiguity weakens the ethical fabric of Shariah governance.

These regulatory challenges have also been highlighted in comparative studies. For instance, many scholars ([Kamaruddin et al., 2020](#); [Khan, 2019](#); [Wilson, 2009](#); [Yussof, 2020](#)) emphasize that jurisdictions with centralized and standardized Shariah governance—such as Malaysia—tend to achieve better ethical alignment and consumer protection than fragmented systems. Indonesia's decentralized implementation, combined with loose fatwa interpretations, may therefore be structurally ill-equipped to ensure ethical coherence in IULI practices. The results of this study confirm that without regulatory recalibration, fatwa-based governance remains susceptible to circumvention.

### **Operational Practice versus Maqasid Compliance**

When assessed through Abu Zahrah's ([1956](#)) maqasid shariah framework, the operational realities of IULI products frequently diverge from the ideals of spiritual integrity, justice, and public welfare. The ethical shortcomings documented—such as excessive fees, unclear fund designations, and contractual confusion—demonstrate a broader failure to align Islamic financial practice with the maqasid's normative aspirations. This supports the contention made by previous studies ([Asyiqin, 2025](#); [Kouzo & Falikhatun, 2023](#); [Mohd Zain et al., 2024](#)) that Islamic finance must evolve from legalistic minimalism toward ethical maximalism if it is to retain legitimacy and social relevance.

The injustice experienced by IULI participants, particularly those with limited financial literacy, points to a systemic failure to fulfill the maqasid objective of *maslahah* (public benefit). The ethical breach is even more concerning when considering that IULI products are marketed as spiritually responsible investments. When profit motives override spiritual and ethical commitments, the core identity of Islamic finance risks dilution.

### **Toward a Just and Transparent Model**

To address these ethical gaps, it is imperative to reorient IULI operations toward a model that emphasizes justice, transparency, and participant empowerment. Surplus-sharing mechanisms, standardized disclosure formats, and the clear demarcation of *tabarru'* and operational funds should be implemented across the industry. These reforms are in line with recommendations from AAOIFI and IFSB, which emphasize that ethical clarity and contractual transparency are non-negotiable in Islamic financial instruments.

In addition, the *maqasid* framework should be institutionalized within regulatory assessment tools. The integration of ethical audits, *maqasid*-based performance metrics, and Shariah review boards with real enforcement power can significantly enhance compliance. As previous studies ([Aini et al., 2025](#); [Alhammadi, 2023](#); [Haroun & Yusoff, 2019](#); [Ibrahim & Markom, 2024](#)) note, the broader role of *takaful* in promoting financial inclusion and economic resilience can only be realized when the ethical foundation is genuinely respected.

### **Implications for Policy**

The findings of this study carry significant implications for regulators, product designers, and Shariah scholars. Regulators must reconsider the scope and enforcement of fatwa guidelines to close loopholes that permit ethical violations. Product designers must be more accountable in embedding *maqasid* principles into both the design and implementation of IULI products. For scholars, this study opens pathways to develop integrated evaluative frameworks that combine legal compliance with ethical performance indicators.

## **CONCLUSION**

This study critically assessed the operationalization of Islamic unit-linked insurance (IULI) in Indonesia through the ethical framework of *maqasid shariah*, particularly as conceptualized by Abu Zahrah. The research revealed a substantial disconnect between the formal Shariah compliance of contractual structures and the ethical deficiencies in their real-world implementation. Specifically, while contracts were legally framed using *wakalah bil ujah*, *tabarru'*, and *mudharabah* models, operational practices—such as excessive acquisition costs, ambiguous fund classifications, and non-transparent disclosures—undermined the principles of justice, equity, and public welfare that lie at the heart of Islamic finance.

The findings underscore that structural Shariah compliance alone is insufficient for achieving the *maqasid* goals. Inflated cost structures disproportionately harm policyholders, contradicting the Islamic imperative to protect wealth (*hifz al-mal*) and avoid exploitation (*zulm*). Moreover, regulatory ambiguities—such as the open-ended clause in DSN-MUI Fatwa No. 52—have enabled ethically questionable practices to persist under a veneer of legitimacy. These insights contribute meaningfully to the growing discourse that calls for Islamic finance to transition from legalistic minimalism to ethical maximalism.

By bridging the gap between jurisprudential legality and maqasid ethics, this study contributes a novel evaluative framework that can be applied to other Islamic financial products. It also highlights the importance of aligning institutional operations with the spiritual and social aspirations of Islamic law. The significance of this study lies in its ability to reveal how operational inefficiencies and ethical oversights in IULI not only erode consumer trust but also jeopardize the broader legitimacy of Islamic finance. This work therefore supports calls for regulatory reform, ethical audits, and governance models that prioritize justice, transparency, and participant empowerment.

### **Limitation of the Study**

While this study offers a normative and ethically grounded evaluation of IULI operations, several limitations should be acknowledged. First, the research relied on publicly available policy documents and secondary regulatory texts. The absence of proprietary internal documents from the insurance companies limited the depth of institutional analysis, particularly in understanding internal decision-making processes and cost justification mechanisms.

Second, the study employed a qualitative-normative approach without incorporating quantitative financial performance metrics or consumer satisfaction data. While suitable for evaluating ethical alignment, this methodology does not provide empirical validation of the financial consequences experienced by policyholders. Furthermore, the focus on four Indonesian insurance providers, though relevant, restricts the generalizability of the findings to broader regional or global contexts.

Lastly, the research was anchored in Abu Zahrah's maqasid framework, which, while rich and holistic, does not encompass all possible interpretations of maqasid shariah found in other scholarly traditions. Future research may benefit from engaging multiple maqasid frameworks to allow for broader theoretical triangulation.

### **Recommendations for Future Research**

Future research should aim to extend the normative findings of this study through empirical methodologies. Surveys and in-depth interviews with policyholders, insurance agents, and Shariah board members would provide rich insights into the lived experience and practical challenges faced by stakeholders in the IULI ecosystem. Such qualitative data would complement the normative analysis and validate the ethical gaps identified in this study.

Moreover, comparative cross-jurisdictional research is needed to assess how different regulatory frameworks influence ethical compliance in Islamic insurance. For instance, comparing Indonesia's decentralized model with Malaysia's more centralized Shariah governance may reveal institutional best practices for embedding maqasid principles in product design and supervision.

In addition, the development of maqasid-based performance metrics could provide standardized benchmarks for evaluating Islamic financial products. Integrating such metrics into regulatory evaluations would move the industry closer to achieving



not only legal sufficiency but also ethical excellence. Scholars could also explore the role of digital technologies in enhancing transparency and participant engagement within IULI, thus strengthening its ethical and operational integrity.

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Conceptualization	N.K.	Resources	N.K.
Data curation	N.K.	Software	N.K.
Formal analysis	N.K.	Supervision	N.K.
Funding acquisition	N.K.	Validation	N.K.
Investigation	N.K.	Visualization	N.K.
Methodology	N.K.	Writing – original draft	N.K.
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Author has read and agreed to the published version of the manuscript.

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### Informed Consent Statement

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### Data Availability Statement

The data presented in this study are available on request from the corresponding author.

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### Conflicts of Interest

The authors declare no conflicts of interest.

### Declaration of Generative AI and AI-Assisted Technologies in the Writing Process

During the preparation of this work, the author used ChatGPT to improve the clarity of language and readability of the article. After using this tool, the author reviews and edits the content as needed and takes full responsibility for the content of the published article.

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