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IMPLEMENTATION OF HIBAH IN AIA TAKAFUL IN MALAYSIA: ISSUES AND CHALLENGES

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ABSTRACT

This study investigates the implementation of hibah within the Takaful operations of AIA Public Berhad in Malaysia, focusing on the issues and challenges encountered. Hibah, a voluntary transfer of wealth or benefits, is increasingly being integrated into Takaful (Islamic insurance) as a mechanism to distribute surplus funds among participants. However, its implementation within AIA Takaful presents numerous challenges, including navigating complex regulatory frameworks, aligning with Shariah principles, and addressing operational constraints. Employing a qualitative approach, this research draws on in-depth interviews with industry experts to gather insights into the practical application of hibah in AIA Takaful. The study examines the roles of Takaful operators, the perceptions and expectations of customers, and the broader implications of hibah for Islamic finance in Malaysia. It also highlights the societal impact of hibah, considering its potential to enhance social welfare and financial inclusion. The findings contribute to a deeper understanding of the critical issues that impede the effective implementation of hibah in AIA Takaful and offer recommendations to overcome these challenges. By shedding light on these obstacles, this research aims to facilitate the more widespread and effective use of hibah in the Takaful industry.

Keywords: *Hibah, AIA Public Berhad, takaful, Malaysia*

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Introduction

The voluntary distribution of a portion of the Takaful excess to participants as a gesture of goodwill is referred to as hibah. The obvious difference between a will and a hibah is, hibah is a gift from the giver (donor) to a recipient (donee) made on the basis of affection (Azhar, 2018). In principle, property owners can give their property as hibah to anyone they want. Hibah may be granted to heirs or non-beneficiaries. The transfer will take effect immediately during the grant or for a lifetime. Hibah application in Takaful practices aims to develop a spirit of collaboration and shared rewards among participants, in line with Islamic financial principles. The takaful industry has started making hibah as one of the tools in the distribution aspect takaful benefits or compensation (Daud et al., 2017; Billah, 2017).

However, lack of knowledge of hibah in takaful does not receive much attention from the Muslim community. Hibah cases in court are often connected to Hibah confirmation, Hibah extent or rate dispute, and Hibah withdrawal. Specific law governing hibah do not yet exist in Malaysia. There are several Muslim communities in Malaysians who are unfamiliar with the fundamentals of hibah and how to use them in parts of property management and as future use (Ismail & Mohamed Said, 2019). Thus, this study will explain the implementation of hibah in AIA Public Berhad.

The implementation of hibah in Takaful practice in Malaysia has various obstacles, preventing proper absorption into Takaful operations. These obstacles hinder the realization of the potential benefits that Hibah may provide to participants, as well as the general expansion of the Takaful business. To resolve these concerns, it is important to analyze and understand the issues and challenges implementation of Hibah in Takaful in Malaysia. By investigating these problems, viable ways to overcome them may be devised, providing a smoother integration of Hibah into Takaful practice, and maximizing its potential advantages for participants. Thus, the researcher will explain the concept of hibah in takaful in detailed in this study. Next, this study will discuss the implementation of hibah takaful in AIA Public Berhad and explain the issues and challenges in the implementation of hibah in takaful.

Literature Review

The finding of a study titled *“Position of Conditional Hibah in Takaful Products”* by Ismail and Noor Lizza Saidii (2017) found doubt and confusion in the principle of conditional hibah and the position of Hibah benefits in takaful. This finding implies that the conditional hibah implemented in takaful benefits and it described as an encouragement to the contributor to name the proposed hibah recipient. The comparison between this study and researcher study is this study only discusses conditional hibah benefits in takaful. However, my study will cover about implementation Hibah in takaful which will be more specific in AIA Public Takaful in Malaysia. The connection between this study is both studies discuss about the takaful.

A study on *“Hibah dalam Takaful: Konsep & Isu Pelaksanaan”* by Ahmad (2020) show in his objective whether the hibah is the same as a will. This is because the writer stated that the grant cannot be linked to the future, and it has denied the muqtada' that the transfer of ownership must be certain and take place immediately. The result because the donated property belongs to the participant and the grant of this property to the beneficiary is suspended upon the death of the participant himself, then there is no difference between the of a conditional grant and will. The comparison between both studies is this study the issue of grant implementation in takaful, especially related to the problem of distribution of life takaful benefits and takaful surplus sharing. The principles and basics of takaful are also analyzed in detail according to the perspective of fiqh while my study explains about concept of hibah, the rights of nominee for the hibah and implementation of hibah in takaful company.

Azhar (2018) in his study titled *“Praktis Hibah di Malaysia”*. The objective of this study is discussing the administration and property management system implemented in the country according to Islamic law by focusing on grants. The study also includes the article from Federal Constitution where the writer stated that hibah in under Islamic Law which Dewan Undangan Negeri has authority to enact the law related to the law and any dispute will hear in Syariah Court. According to Article 74(2) of the Federal Constitution, Dewan Undangan Negeri has the power to enact the law related to matters in The Ninth List. The comparison between both studies is this study explains about the state authority for the Islamic

Law that also govern hibah because hibah is under the Islamic Law so the civil court cannot interfere the matters that related to Syariah court while my study is about how hibah takaful is offered for the customers and the challenges that might be faced due the operation this matter is implemented and carried out.

The finding by Alias and Md Nor (2019) in the article titled *“Hibah in the Administration of Islamic Property: Ijtihadi Elements in Reality in Malaysia”*. The finding is about when the hibah rukun and requirements are fulfilled, and transferred and received (*al-Qabd*), then the property is owned by the hibah recipient (the donee). However, an important issue has been identified with regards to the aspect of withdrawal or cancellation of hibah. Generally, the requirement of the cancellation of hibah can be done in three instances granting of father to child or grandfather to grandchild, existence of resignation mutually between the donor and the donee or by the judge’s decision. However, if the property has been transferred from the hibah recipient (donee) to a third party through sales, wakaf or hibah, then the hibah cannot be withdrawn under any circumstances. The comparison between this study and researcher study is this study explain about the transfer of Hibah when the requirements are fulfilled while the researcher’s study is about the issue in implementation of Hibah in the takaful company.

A study on *“Jurisdictional Conflicts in Facing COVID 19 Pandemic: An analysis of Hibah cases in Negeri Sembilan Syariah Courts”* written by Azmi et al., (2020) investigates the impacts of the COVID-19 pandemic on the number of hibah cases brought before the Syariah Courts in the state of Negeri Sembilan. In 2018, the number of hibah cases registered was 30, with 25 cases registered as being resolved by the courts. Thus, 83% of the cases were successfully resolved by the courts. In the following year, 2019, the number of registered hibah cases increased to 51 cases, out of which, 43 cases were resolved by the courts. The comparison between this study and researcher study is this study explain about the total number of hibah cases has decreased in Syariah Court of Negeri Sembilan due to COVID-19 cases because it affected the court operation while the in this study stated about the issues in implementation of hibah which is hibah takaful benefits in the form of a conditional hibah or a wasiat.

Hendon et al., (2017) in article titled *“Hibah Dalam Perancangan Harta dan Takaful”* stated that the concept of hibah is very suitable to be applied in Malaysia, especially those who are Muslim. Property owners can plan to distribute his property that he owns to the desired party during his lifetime. Therefore, the owner of the property can make plans carefully and perfectly. Indirectly, the problem of frozen property and unclaimed property can be resolved. Through the concept of hibah, property owners have the right to grant to non-heirs such as adopted children and non-Muslim parents. Through the hibah takaful method, participants provide an emergency fund to the next of kin such as parents, wife, and children if the takaful participant dies. The distribution of takaful benefits can be managed easily without going through the faraid process. This study is about property management and hibah takaful where the person can decide for his or her family’s future and pleasure while in my study also include the benefits of hibah to participants.

A study on *“The Implementation of Hibah in Takaful Product: Fuqahas Perspectives”* by Ismail and Mohamed Said (2019). In 2003, approval for the use of conditional hibah in takaful products was granted by the Shariah Advisory Council of Bank Negara Malaysia. MPS BNM has decided the hibah status used in the takaful plan will not turn into a will because the contract is a conditional grant. This shows that conditional hibah is allowed in takaful plans. However, at that time some takaful operators were quite reluctant to exhibit the use of conditional grants even though they have implemented the concept.

The article titled *“Pengurusan Harta Dalam Islam: Perspektif Hibah Di Malaysia Pengurusan Harta Dalam Islam: Perspektif Hibah Di Malaysia”* by Alias et al., (2014). The tendency of society now is to try to find alternative methods the distribution of property through Hibah instruments has caused confusion in the division of Islamic inheritance. This problem arises due to several factors among them, first; there is no specific law related to Hibah. Therefore, there are named documentation terms *‘Hibah declaration’* and *‘Hibah trust’*. Next, community misunderstanding against the Hibah instrument in depth which resulted in happening grant of hibah without transfer of property or change of name in the right belong. After the death of the grantor, the heirs will start arguing the grant.

A study on execution of Hibah Amanah as an instrument of Islamic property management in Malaysia by Halim (2017) explained Hibah Amanah is a form of gift made by the giver of trust during his lifetime which can still be used even after the grant of trust takes effect. Its formation is considered complete when the trustee (the owner of the trust property) appoints a trustee or in some circumstances, the trustee declares himself as the trustee who holds the property as a trust on behalf of the trustee. As a result, the trust property no longer belongs to the property of the trust maker which cannot be revoked unless there is a specific revocation power provision when making the trust.

Case analysis on the practice of conditional Hibah in Malaysia by Othman et al., (2018) stated about the opinions of hibah from four schools. The schools of Shafi'i, Maliki, Hanbali and Zufar think the Hibah contract with the condition of return is valid. The Maliki School considers the contract of grant with valid reply to conditions, either specifying the type of reply which needs to be fulfilled or not (Ibn Rushd 1996). The schools of Shafi'i, Hanbali and Zufar confirm this type of hibah agreement with specified conditions clearly the form of reply that is required to recipients of grants (al-Sharbini, 1994). But a contract of sorts this is punished as a contract of sale and purchase and is not counted as a grant. Therefore, the laws of buying and selling such as the right of shufa'ah, khiyar and damages are applying to grants with this return condition.

Methodology

In this study, the researcher applied a qualitative research method. Qualitative research method refers to a broad range of methodologies and methods for studying natural social life. The information or data gathered and analyzed is primarily (but not exclusively) nonquantitative in nature, consisting of textual materials such as interview transcripts, fieldnotes, and documents, as well as visual materials such as artefacts, photographs, video recordings, and internet sites, which document human experiences about others or oneself in social action and reflexive states (Johnny Saldana, 2011). For this study, a few previous research papers and several books have been chosen as a reference to understand the process and outcome. Others perspective also have been taken for this study so it will help to understand how to use content analysis to evaluate the data from case studies. The researcher also uses interview methods which include some questions that related to the study to collect the information.

Results and Findings

Concept of Hibah

Hibah is an Arabic word derived from the verb '*wahaba*' which means tabarru or gift without recompense. Ibn Manzur defines hibah as a gift that is not to get any return, that is, in other words, has any purpose (Ibn Manzur & Jamal al-Din Muhammad bin Mukram, 2003). In syarak hibah is a contract that contains a voluntary transfer of property rights by one person to another during his lifetime without compensation, and more specifically, hibah is a contract of giving property from one party to another without compensation (iwad) while living voluntarily, not expecting reward in the afterlife, and glorifying someone by using the words *ijab* and *qabul* or similar (Wan Ismail et al., 2021; Moh Nor, 2018; Muda, 2008). In the hadis Prophet (PBUH):

Translation: Abu Hurayra reported that the Prophet, may Allah bless him and grant him peace, said, "Give gifts and you will love one another".

(Hadith Al-Bukhari (594))(Imam Al-Bukhari & Abu Abdullah bin Ismail, 2014)

The act of giving and receiving gifts is highly recommended in Islam to foster love and affection as well as to strengthen human relations. (Azhar, 2018) recorded that Al Khatib al-Syarrbani stated that giving the ownership of an item without requiring any exchange or consideration during life is a voluntary gift. Hibah is that there is no specific limit rate. This is because hibah is considered a gift of the giver during his lifetime and the donated property is not included in the inheritance after the giver dies. Hibah is a wonderful notion in Islamic law that refers to voluntary, irreversible gifts made throughout one's lifetime. It is the unconditional and pure transfer of ownership of assets, such as a house, money, or land, to another individual. Consider it a generous hand reaching out with a gift, motivated not by any expectation of return, but by the joy of giving.

Hibah is more than simply financial possessions; it promotes familial bonds and deepens relationships with loved ones. Imagine giving your child a plot of land to build their future home as a token of your trust and devotion. It also promotes social welfare by allowing you to help the disadvantaged or support charity initiatives. Therefore, hibah is gift to someone to someone or anyone as an appreciation, in other word the transfer of ownership without any consideration is called a voluntary gift. The Almighty has said in Surah Al-baqarah verse 177:

Translation: Righteousness is not that you turn your faces toward the east or the west, but [true] righteousness is [in] one who believes in Allah , the Last Day, the angels, the Book, and the prophets and gives wealth, in spite of love for it, to relatives, orphans, the needy, the traveler, those who ask [for help], and for freeing slaves; [and who] establishes prayer and gives zakah; [those who] fulfill their promise when they promise; and [those who] are patient in poverty and hardship and during battle. Those are the ones who have been true, and it is those who are the righteous.

(Quran. Surah Al-Baqarah, 2:177)

Giving to the poor and those who don't need it is included in this verse. Giving to those in need is Sadaqah but giving to those who do not need it is hibah. Hibah is defined differently by different jurists(fuqaha'), (Lizza et al., 2012), according to the Hanafi school hibah is the donation of 'ayn property without remuneration. Hibah is defined by the Maliki school of thinking as the donation of property during life without reward. According to the Shafi'i , hibah is the voluntary surrender of property without remuneration. While the Hanbali school defines it as transferring ownership of a property throughout one's lifetime without voluntary recompense or contribution from a person who may manage his property by transferring ownership of known or unknown property.

The concept of hibah is a gift from the giver to the recipient without expecting anything in return while the giver is still alive. It differs from the contract of ariyah, dayn, will, zakat and kafarah where it is an obligation either in the situation of the giver or the recipient. The function of the grant is to glorify the giver and connect feelings of love and friendship between fellow human beings(N. M. Daud et al., 2021). Hibah is surrounded with formalities that assure clarity and enforcement. The donor, or wakif, declares their purpose (*ijab*), and the recipient, or maqboul, accepts the gift (*qabul*). This generates a legally enforceable contract that formalises the transfer of ownership. Importantly, hibah should not be utilised for fraudulent reasons or to get around inheritance restrictions. Hibah represents a profound sense of compassion and duty in Islamic civilization. It promotes charity, develops connections, and ensures that money is distributed fairly and responsibly.

There are generally three types of hibah in Islam, among which are absolute hibah, (*hibah mutlak*) conditional hibah (*hibah syarat*) and trust hibah (*hibah amanah*). Firstly, absolute hibah (*hibah mutlak*) is a hibah that is not accompanied by a condition where the giver gives the hibah directly to the recipient and the transfer of ownership of the giver to the recipient was completed immediately and during the giver's lifetime. For example, a parent who transfers ownership of a house to a child at the Land Office. Once the ownership transfer process is complete, the name on the grant changes to the child's name. The son as the new owner is free to do whatever he wants with the house because it belongs to him completely. However, what is the situation of the absolute grant if the recipient dies before the giver? For an absolute grant, if the recipient dies before the giver, then the donated property will become the property of the recipient's heirs.

Secondly, a conditional grant (*hibah syarat*) is a hibah that is bound by conditions. There are three types of hibah conditional (*hibah syarat*) that have been discussed by ulama' which are *hibah 'umra*, *hibah ruqba* and the hibah with a return condition. According to Nasrul Hisyam Nor Muhamad (Muhamad, 2012) *hibah 'umra* can be defined as a form of granting ownership rights against a property to someone by setting or limiting the period (*tawqit*) of his ownership is based on his death or the death of the recipient. Next *hibah ruqba* is comes from the Arabic words *ruqub* and *taraqqub* which mean wait. The hibah is made in the following way: "If you die before me, the house will be returned to me, if I die first, it will remain yours". In other words, the grant is given from the giver to the recipient and the grant will be returned to the surviving party after one party dies. Noor Liza stated in her study (Lizza et al., 2012) hibah with a return condition is giving a property on the condition of the recipient of the hibah to return

it with property or do something compensation or replacement. Lastly, trust hibah (*hibah amanah*) is a combination of trust principles contained in hibah products. The giver stipulates that the transfer of property to the recipient will only happen after his death. The method is that the giver does not immediately give the property to the recipient he wants, but he appoints an individual or a trust company as a trustee who receives the property to be given. When the giver is death, the trustee is responsible for handing over the property he received to the recipient.

How Hibah is Offered in AIA Public Takaful?

AIA Takaful incorporates the beautiful concept of Hibah into their insurance plans, allowing people to leave a legacy of love and security for your loved ones in a Shariah-compliant manner. Here's how it works, hibah takaful is **conditional hibah (*hibah syarat*)** where when people purchase an AIA Takaful plan, people can nominate beneficiaries to receive the payout upon the participants death. This acts as a conditional Hibah, meaning the ownership of the Takaful benefits is transferred to your beneficiaries only when the pre-determined condition (your death) occurs.

Hibah takaful is a voluntary gift of takaful benefits by a participant to a third party. The interviewee (Atiqah Ahmad, 2023) said AIA Takaful Public Berhad offers various plans of hibah takaful that provide different levels of protection and benefits to the participants and their beneficiaries. Here are some of the features of hibah takaful offered by AIA Takaful Public Berhad: Firstly, amount of hibah takaful is RM50,000 and the maximum is RM2 million, depending on the plan chosen. There have 2 plans of hibah which are hibah premium (A Legasi Beyond) and non-premium (A Life Kasih Famili) hibah, for the non-premium plan (A Life Kasih Famili) is amount of hibah starts from RM5000 to RM30000 and for premium plan (A Legasi Beyond) hibah starts from RM 350000 to RM 2000000. Next, the participant can nominate anyone as the beneficiary of the hibah takaful, regardless of their relationship.

Next, the basic benefits of the AIA hibah is in case of death, hibah in case of disability or permanent disability, waiver contribution benefit and maturity benefit. For non-premium plan. If the participant dies due to illness, then the hibah beneficiary will receive 100% in full and if the participant dies due to an accident, then the grant amount received is 200%. Next, AIA Takaful Public offers different rates of compensation depending on the cause of death of the participant. For the premium plan, it is different from the non-premium plan. The hibah beneficiary will receive 100% of the takaful benefits for normal death, 200% for accidental death and death during hajj, 300% for death while using public transportation, and 600% for death due to natural disaster. Other than that, the hibah takaful will be paid to the beneficiary without going through the process of faraid (Islamic inheritance law) or will (*wasiah*), which can save time and hassle. The period that hibah cover is until the participant attain 70 years old if the participant died first and not attain until 70 years old so the beneficiary will get the hibah. For maturity period, if death happens to the participant in the period less than four months, the beneficiary cannot claim the hibah except for normal disease. There is also other situation where the participant death due to critical illness such as, cancer, heart disease, stroke, and others. The AIA Public Berhad will investigate whether the participant has a critical illness before he or she gets the policy or after getting a policy. If critical illness exists after taking the policy, then the takaful nominee can claim the hibah. The maturity period of policy can only be taken by people who are in good health. The next situation is sudden death where the participant just taken out the policy and suddenly less than four months later the participant dies due to an accident, disaster or death that does not involve illness. So here the beneficiary can get to the hibah quickly where the AIA Public Berhad will cover in 24 hours.

Issues and Challenges in Implementation of Hibah in AIA Public Takaful

The issue has arisen regarding the hibah takaful which the first issue is the validity and enforceability of hibah in the civil courts. This means that if there is a conflict or dispute between the hibah beneficiary and the other heirs or creditors of the deceased participant, the civil courts may not recognize or uphold the hibah agreement. This could result in the hibah beneficiary losing their rights to the takaful benefits or having to share them with others. This could also cause legal complications and delays in the distribution of the takaful benefits. Some people argue that hibah is only valid if it is executed during the lifetime of the donor and not after death, as it may contradict the Islamic law of inheritance, which gives priority to the rights of the heirs and creditors.

The second issue is the compatibility and compliance of hibah with the Shari'ah principles and objectives. This means that hibah should not violate or undermine the moral and ethical values of Islam, such as justice, fairness, and charity. Some contend that hibah should not be used to avoid the Shari'ah rules of inheritance, which aim to ensure justice and fairness among the heirs. For example, hibah should not favor one heir over another without a valid reason or deprive the rights of the poor and needy relatives.

The third issue is the lack of awareness and understanding of the concept and application of hibah among the takaful participants and operators, as well as the legal and regulatory authorities. This means that hibah should be clearly explained and communicated to the relevant parties, so that they can appreciate its benefits and implications. Some suggest that there should be more education and promotion of hibah as a financial instrument that can benefit the participants and their families, as well as the society at large. For example, hibah can help to reduce the payment inheritance management, avoid the probate process, and enhance the social welfare and solidarity among the Muslims.

Lastly, the fourth issue is the absence of knowledge and terms about what position they are in hibah contract which is takaful nominee or beneficiary absolute owner or trustee? If the takaful nominee or beneficiary is the absolute owner the hibah belongs to him but if he is only the trustee, the hibah is only held by him and should be divided according to faraid (Islamic inheritance law). Based on the interview that have been carried out, (Unais, 2023) said the hibah is 100% and fully belongs to the takaful nominee if the participant named and state the hibah only for the takaful nominee. 50% or half from hibah will be divided follow by the faraid if the takaful nominee died first and the participant also died afterwards because the nominee's name was not changed. If the takaful nominee dead so the participant must change to another immediately. It is crucial to note that the terms and circumstances governing nominations and the administration of takaful benefits may differ based on the takaful plan and AIA Public Takaful rules. Participants should carefully read the policy papers and communicate with AIA Public Takaful for further information on nominee appointments and takaful benefit administration.

There are also some challenges faced in the implementation of this hibah takaful, among which the operational problem that arises is customer misconduct. Usually, the issue of customer misconduct involves the customer's failure to pay the contribution. This is likely to happen because they do not manage money well and some people overlook this. This action is seen to have denied the intention and purpose of takaful implementers to expand this takaful grant. In this regard it is seen that if this issue continues, it will affect the development of the Malaysian hibah industry. So, to deal with it, takaful parties need to always be careful and vigilant in issuing any dubious customer claims to prevent this issue from continuing.

Next, miss information between operator and client which when you may not know when the policy owner dies or when the policy owner does not decide or does not inform the family about the hibah given. Hibah should not be kept quiet or unannounced. The policy owner should tell the hibah to family members or the closest people so that if anything happens to the policy owner, the grant can be given to the right person and the takaful agent or the person managing the hibah can manage it more easily.

Benefits of Hibah Takaful

Hibah takaful permits participants to name the hibah beneficiary, who will receive absolute takaful compensation money without being recorded as inheritance by following Islamic inheritance. This implies that the beneficiary does not have to wait for the property administration procedure, which can be time-consuming and inconvenient. Hibah takaful further assures that the beneficiary of the hibah is not required to pay the dead participant's debt since the takaful compensation money is not subject to debt. Other benefits of takaful donations include, firstly, hibah takaful can provide as a source of income for hibah beneficiaries who rely on participation, such as spouses, wives, or children. Hibah takaful can assist grantees in meeting their living and financial requirements following the death of a participant.

Next, hibah takaful gives immediate financial support by helping to pay out the obligations of dead participants, such as mortgages, auto loans, credit cards, and personal loans. Hibah takaful can protect grant beneficiaries from being sued by the government or their creditors. Hibah takaful names the grant winner through a simple and quick process. Participants merely need to fill out and submit the grantee

nomination form given by the takaful. Participants can also alter the receivers of their hibah at any moment while the takaful policy is still in place.

Hibah takaful is not required to hire a lawyer to supervise the payment of takaful compensation to award beneficiaries. This can save the recipient money and time, as well as prevent any disagreements or misunderstandings among family members or heirs. Hibah takaful can be used to subsidize the education of children of hibah beneficiaries. Hibah takaful can let children of hibah grantees continue their education without having to worry about money. Hibah takaful can also assist the children of hibah recipients in achieving their goals and desires. Hibah Takaful helps with conflict prevention between family members this is because disputes around inheritance are widespread. Hibah helps reduce them by clarifying the intentions with a well drafted hibah contract eliminates any doubt regarding asset allocation.

Summary and Conclusion

Hibah instruments help reduce the problem of property freezing that occurs among Malaysian society. Choosing the concept of hibah does not mean rejecting the method of will and faraid (Islamic inheritance). However, it helps the community to plan and manage property which is more efficient and compatible with the passage of time. Society should understand the difference of each financial instrument because the implementation is different. Hibah understanding basically needs to be understood first to ensure that this instrument can be implemented perfectly. Every financial instrument in Malaysia has advantages and differences in terms of implementation. The community can choose instruments that can help them manage property and finances efficiently. Takaful can educate the community to help each other when disaster strikes. A certain amount of compensation will be handed over to families who have been hit by trials and misfortunes death, accident, and critical illness.

Hibah concept applied in industry takaful helps the community to manage their finances better and more efficiently. Apart from the scope of risk management, hibah takaful gives advantages to the community property management. Hibah takaful can help the community provide flow assets instant cash. However, the explanation of the concept of hibah must be further expanded to give awareness to the community. This is because some people do not have a clear understanding of how hibah can help to complete distribution property promotion of hibah should be actively carried out by parties involved in the field property management. Indirectly, the hibah application can be further expanded in among the Malaysian community especially those who are Muslim. This study also aimed that the company of hibah takaful will integrate technology to improve operational efficiency so that it can facilitate in dealing between the company and the policy owner's family members.

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