

RESOLVING FINANCING PROBLEMS WITH RESTRUCTURING OF MURABAHAH FINANCING DURING THE COVID-19 PANDEMIC AT PT. SUMUT BANK (SHARIAH BUSINESS UNIT)

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Abstract: *This research aims to analyze how resolving problematic financing by restructuring murabahah financing during the Covid-19 pandemic at PT. Bank Sumut (Sharia Business Unit). This research uses a qualitative type of research with a case study approach using data collection techniques through observation and interviews with related parties from Bank Sumut. The results of the research show that the practice of restructuring murabahah financing at Bank Sumut is carried out as an effort to rescue problematic financing. When viewed from POJK, especially POJK 48, the implementation of restructuring shows several important points that banks must pay attention to. Bank Sumut has guidelines for determining debtors affected by COVID-19. Apart from that, the restructuring implementation takes into account the MUI DSN Fatwa No. 47,48,49, regarding the resolution of problematic murabahah financing, the absence of additional costs and contract conversion*

Keywords: *Problematic Financing, Restructuring, Murabahah Financing, Covid 19*

1. Introduction

Banks are financial institutions that have an important role in the flow of the economy in Indonesia. According to Law no. 10 of 1998 concerning Banking states: Banks are business entities that collect funds from the public in the form of savings and distribute them to the public in the form of credit and/or other forms in order to improve the standard of living of many people. In Indonesia, banking is divided into two systems, namely conventional and sharia. This system has been in place since the publication of Law No. 10 of 1998, amending Law No. 7 of 1992 concerning banking. This system was the first spearhead for the emergence of sharia banking in Indonesia (Albanjari, 2020)

Table.1
 Distribution of overall financing and murabahah financing

No	Year	PYD (Distributed Financing)	Murabaha Financing
1.	2018	293.5 T	53.23%
2.	2019	369.3 T	49.12%
3.	2020	365.1 T	49.95%
4.	2021	374.6 T	46.11%
5.	2022	380.1 T	55.12%
6.	2023	382.7 T	56.30%

Source: OJK, 2023

The contract that dominates sharia banking is the murabahah contract, because murabahah

financing carries fewer risks and is safer for shareholders.(Anugrah, 2020). Table 1 shows that currently murabahah contracts dominate financing in sharia banking from OJK data. Of the total financing disbursed, the largest financing is recorded using murabahah contracts, although every year the figure shows a decline. There are several factors that cause this number to decrease, one of which is the Covid-19 pandemic.

Table 2
 Gross NPF and Net NPF Levels Source:

No.	Year	NPF Gross	Net NPF
1.	2018	3.87%	2.13%
2.	2019	2.85%	1.74%
3.	2020	2.94%	1.88%
4.	2021	3.26%	2.43%
5.	2022	3.30%	2.52%
6.	2023	3.31%	2.54%

Source: OJK, 2023

Table 2 shows the Non Performing Financing Gross and Non Performing Financing Net values obtained from 2018 to 2023. It can be seen from the data above that the comparison of the amount of murabahah financing is problematic inPT. Bank Sumut (Sharia Business Unit) from 2018 to 2023 there will be ups and downs. In 2018 the NPF percentage for murabahah financing was 2.13% and then in 2019 the NPF percentage for murabahah financing decreased to 1.74% and then in the following year, namely at the end of 2020, the NPF percentage for murabahah financing increased slightly to 1.88%. In 2021, the NPF percentage for murabahah financing began to increase to 2.43% and then in the following year, namely in 2022, the NPF percentage for murabahah financing showed 2.52% and in 2023 it was 2.54%. So the problems that occur are the amount of problematic murabahah financing and the NPF percentagePT. Bank Sumut (Sharia Business Unit) experiences ups and downs and still causes financing problems, so if financing is problematic, especially in murabahah financingPT. Bank Sumut (Sharia Business Unit) If left alone it will continue to cause incomePT. Bank Sumut (Sharia Business Unit) reduced so that efforts are needed to handle problematic financing, namely by restructuring. NPF Gross describes the comparison of total financing at collectability levels 3-5 and total financing by the Bank, so special attention is needed. NPF Net is financing that includes substandard, doubtful and non-performing areas. A large NPF level in a sharia bank means that the quality of bank financing is unhealthy. NPF arises from problematic financing that occurs. There are several factors that make financing problematic. There are internal factors within the bank such as bank management errors. The next factor is the customer's condition, such as the result of the customer's inability to pay due to economic conditions or the customer's intention or character (moral hazard).(Asra, 2018).External factors can arise, such as disease outbreaks that are currently sweeping the world.

The Covid-19 pandemic or what we usually call the corona virus is an infectious disease that is known to cause respiratory tract infections in humans, including coughs and colds, and even more serious infections that can lead to death. Handling the COVID-19 pandemic has had a significant impact on the income of traditional market traders (. This virus was first detected in Wuhan, China, in December 2019 and has spread to almost all countries in the world, including Indonesia. Total confirmed cases of the Covid-19 pandemic in Indonesia as many as 3,774,155 people, including 3,247,715 recovered patients and 113,664 deaths (12 August 2021). Indonesia

is the country with the highest number of deaths due to the Covid-19 pandemic among other ASEAN countries.

The rapid spread of the corona virus putting people with weakened immune systems at risk of death, has led many countries and governments to adopt policies that have legal implications. The Large-Scale Social Restrictions (PSBB) policy with the implementation of social distancing, Work from Home (WFH), Distance Learning (PJJ), and so on, is an anticipation of the spread of the Covid-19 Pandemic. This condition has caused shocks not only in the health sector, but the economy has been affected. The paralysis of economic activity due to physical distancing to suppress the spread of the Corona virus has hampered economic growth, one of which is banking business activities.

One of those affected by the Covid-19 pandemic is MSME customers, which has an impact on the performance and ability to pay MSME customers' obligations to the Bank. According to the Assistant Deputy for Marketing at the Ministry of Cooperatives and SMEs, Destry Anna Sari, of all MSME business people, there are five types of business that are most affected by the Covid-19 pandemic, namely the first is the business of providing food and beverage accommodation. Second is wholesale and retail trade such as repairs, car and motorbike maintenance. Third is the processing industry and other service activities. Fifth is agriculture, forestry and fisheries businesses. This of course also has the effect of disrupting banking performance, both conventional banking and sharia banking.

Especially in the banking industry, due to physical distance restrictions, companies cannot operate normally, resulting in repayment difficulties for companies that have loans from banks. If not controlled, this will affect the level of credit recovery. At the same time, the health of a bank is greatly influenced by its poor creditworthiness. Bad credit is a situation where the customer is no longer able to pay part or all of the installments to the bank as agreed. Problematic credit will cause banks to face credit risks due to customers' inability to pay credit. Questionable credit and financing or non-performing financing (NPF) will have an impact on return on assets (ROA) or bank profitability. Based on OJK data, problem loans have continued to emerge since March 2020. Borrowers with arrears of at least 1-2 months (Col-2 Credit) increased by 27.3% year on year.

Questionable financing refers to a financing situation where there are significant payment irregularities resulting in late payments. The need for legal action, or the possibility of potential loss is suspected. If there is a delay in payment which causes financing problems, it will affect the level of economic growth (Ahmad Harun, et al., 2023). In the financing portfolio, problematic financing remains a major concern in its management, because risk factors and losses associated with decline in asset value (asset risk) affect the bank's health. If financing is classified as problematic financing, financing is below the current repayment capacity (financing that is classified as delinquent principal installments and is returned after 90 days), doubtful (classified as delinquent principal installments that exceed 180 days financing under special attention) and non-current (financing with principal installment arrears of more than 270 days). In order to deal with the impact of the spread of the Covid-19 Pandemic, OJK issued Financial Services Authority Regulation Number 11/POJK.03/2020 concerning National Economic Stimulus as a Countercyclical Policy for the Impact of the Spread of Coronavirus Disease 2019 (POJK Stimulus Impact of the Covid-19 Pandemic). Countercyclical is a policy that maintains economic stability during a recession (Covid-19 pandemic), by implementing expansionary policies in the form of fiscal and monetary easing. Not only conventional banks, countercyclical restructuring policies also apply to Islamic banks.

POJK asks banks to take rescue action through restructuring. This policy is also agreed by the real and banking sectors. Financing restructuring is a bank's steps and strategies to restore financing through rearrangement, correction, restructuring, etc., improving the financing status and financial status of customer companies, thereby saving financing. The criteria for appointing customers are those affected by the Covid-19 pandemic, with a focus on industries affected by the Covid-19 pandemic. Based on data as of May 26 2020, 96 conventional/shariah commercial banks with 5.33 million customers have received credit/financing restructuring worth IDR 517.2 T and 4.55 million MSME customers have been given credit/financing restructuring worth IDR 250, 65 T. Not only in the banking sector but in the non-bank financial industry as well. Data as of April 26 2020 shows that as many as 253,185 financing contracts were approved for restructuring with a nominal financing contract of IDR 13.2 T. There are 13 sharia commercial banks that have carried out restructuring financing for customers affected by the Covid-19 Pandemic.

According to the OJK, Indonesia's financial condition has been maintained thanks to several policies implemented in the financial sector, including providing credit restructuring in the banking industry. The stability of the financial sector due to the implementation of several policies is considered to have proven to be stable, so the OJK has extended the banking credit restructuring policy for 1 year longer from March 2021 to March 2022. The extension of this restructuring policy is expected to help customers more easily fulfill their obligations during the Covid-19 pandemic. 19. Customers who experience a decline in income and sales are expected to be able to continue their business so that the Indonesian economy continues to run normally.

The COVID-19 pandemic has had a major impact on micro, small and medium business activities. Many businesses are directly and indirectly affected. When government policies limit direct social activities, it paralyzes important economic sectors, such as MSME financing customers experiencing difficulties in fulfilling their obligations, this results in an increase in the NPF level or problematic financing, one of which is the Sharia Business Unit of Bank North Sumatra. Based on the description above, the impact of the Covid-19 Pandemic is very visible in the banking sector so that financing restructuring is used as a strategy to deal with problematic financing problems, therefore the author was encouraged to conduct this research to test how effective the implementation of financing restructuring is in dealing with problematic financing. So the author is interested in conducting research with the title "Settlement of Problematic Financing with Restructuring in Murabahah Financing in the Covid-19 Pandemic at PT. Bank Sumut (Sharia Business Unit)". The problem formulation in this research is how to resolve problematic financing which is carried out by restructuring in Murabahah financing during the Covid-19 pandemic at PT Bank Sumut (Sharia Business Unit)?

2. Literature Review

Problematic Financing

Sharia bank financing is defined as financing carried out through a description of the procurement of real assets based on several aspects of the transaction, namely the profit sharing aspect, the leasing aspect, the buying and selling aspect, the principles of lending and borrowing and the conditions of use aspect. Transactions in sharia banking are transactions that are protected from usury, gharar, maysir and vanity. (Haryanto, 2018).

Financing begins based on an agreement or agreement through a Sharia Bank with UUS or other parties, forcing the party financed and/or the financing agreement to return the funds

according to the time specified and permitted in exchange for Ujrah. without compensation. or profit sharing(Hasbi, 2016). Before distributing financing to customers, sharia banks are required to carry out an analysis based on the 5c principles, namely:

- a. *Characters*, which means the bank carries out an analysis by looking at the ethics and personality of the customer who will be given the loan.
- b. *Capacity*, Islamic banks assess customers' ability to conduct business and repay loans taken
- c. *Capital*, namely the amount of capital required by the borrower.
- d. *Collateral*, which means that sharia banks assess the collateral they have for customers to guarantee to sharia banks as a condition for obtaining financing.
- e. *Condition*, which means that Islamic banks assess the business conditions and conditions of prospective customers or not in the future in fulfilling their obligations as financing customers.(Liaanjani, 2021)

The 5C principle, sometimes coupled with 1C, is that restrictions mean that obstacles can damage business processes. For Islamic banks, a simple 5C analysis is not enough. Therefore, it is necessary to pay attention to the concepts of reliability, honesty and trust of each customer.(Nurjannah, 2016)After the analysis process and in carrying out financing, sharia banking must monitor and control the financing, because within the financing time limit it is not possible to rule out the possibility that financial problems will arise for several reasons. Sharia banking must continue to analyze the root causes of financial problems in an effort to restore financial quality.

Problematic financing cannot be separated from financing or credit risk, where financing risk is the biggest problem according to any financial body. This risk is caused by the fact that the customer cannot fulfill its obligations under the contract.(Nasution, 2021)In general, problematic financing is financing that is transferred to sharia banking for customers, but there are problems with the customer when making payment of obligations equivalent to the agreement agreed at the beginning between the sharia bank and the customer. There are several factors that cause financing problems, including the following:

- a. *Adversity*.Changes in the business cycle (Business Cycle) outside the control of banks and customers, such as: natural disasters, illness and death.
- b. *Mismanagement*.The inability of customers to manage their business activities and maintain their financial condition in accordance with healthy day-to-day business activities.
- c. *Fraud*.The debtor's dishonesty in providing information and reports regarding his business activities, financial position, debts, inventories and so on.

Restructurisation

Financing restructuring is a form of relief in paying obligations at the bank or leasing. According to the Financial Services Authority or OJK, financing restructuring is not a form of debt elimination but rather relief in paying debt installments. Financing Restructuring according to Bank Indonesia Regulation No. 10/18/PBI/2008 concerning Financing Restructuring for Sharia Banks and Sharia Business Units article 1 paragraph 7 states that financing restructuring is an effort carried out by banks in order to help customers complete their obligations.

With the restructuring of out by sharia banks, they can help customers in completing their obligations so that financing problems do not occur. Financing restructuring in sharia banks has a legal position that can be found in (Nurjannah, 2016):

- 1) Al-Qur'an Surah al-Baqarah verse 280 means facilitating the responsibility of people

who are in debt:

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ

"Because (the debtor) has a problem, give him a break until he is able to pay it. And giving charity (with some or all of the debt) is better for you if you know. (QS Surah AlBaqarah verse: 280)"

2) DSN Fatwa (National Sharia Council)

DSN Fatwa No. 48/DSN-MUI/II/2005 Regarding Rescheduling Murabahah bills regulate financing restructuring.

Furthermore, the principles of financing restructuring in Islamic banks can be found in article 2 paragraph 1 PBI No. 10/18/PBI/2008 states that banks can carry out financing restructuring based on the precautionary principle. Then in article 1 point 1 number 4 BI Circular No. 10/34/DPbS of 2008 stated that in carrying out financing restructuring, BPRS must apply prudential principles and sharia principles as well as applicable accounting principles (Ubaidullah, 2020). Further on Law no. 21 of 2008 concerning Sharia Banking article 2 states that Sharia banking in carrying out its business activities is based on sharia principles, economic democracy and the principle of prudence. First, Bank Indonesia Regulation no. 18/10/PBI/2008 concerning Financing for the Restructuring of Sharia Banks and Sharia Business Entities as follows:

- a. Rescheduling means updating the customer's installment payment schedule and time period;
- b. Reconditioning requirements are a partial and/or complete transformation of financial requirements, including transformation of the deposit plan, deposit amount, time period, as long as it does not add to the customer's remaining installments to the bank.
- c. Restructuring is changing financial provisions, not limited to restructuring or renovation.

In Bank Indonesia Regulation no. 10/18/PBI/2008 article 4, article 5, article 6, article 7, article 9, article 10, article 18 as amended by Bank Indonesia Regulation no. 13/9/PBI/2011 requires financing restructuring as follows:

- b. Financing restructuring can only be carried out on the basis of a written request from the customer.
- c. Financing restructuring can only be carried out for customers who meet the following criteria:
 - 1) Customers experience a decrease in payment ability.
 - 2) The customer has good business prospects and is able to fulfill obligations after restructuring.
- d. Restructuring for consumer financing can only be carried out for customers who meet the following criteria:

financing carried Customers experience a decrease in payment ability.

 - 1) There is a clear source of installment payments from customers and is able to fulfill obligations after restructuring.
- e. Restructuring for financing with current quality or special attention can only be carried out once and if more than once, it is classified as substandard at the highest. Including the meaning of one-time restructuring is that if a restructuring has been carried out on financing with current quality, then restructuring cannot be carried out again on the financing which has been reduced to special attention or vice versa. (Wahyudi, 2011).

Financial Services Authority Regulation Number: 48/POJK.03/2020

Credit or financing restructuring can be carried out on all credit or financing provided to debtors affected by the spread of the 2019 corona virus disease (COVID-19), including micro, small and medium enterprise debtors without ceiling limits. Banks in implementing restructuring regulations must continue to review the implementation of risk management in accordance with OJK regulations regarding the implementation of Bank risk management. Risk management, among others (Zulfikri, 2019):

- a. The Bank has a reference in determining the lowest debtors affected by COVID-19, including:
 - 1) Criteria for debtors determined to be affected by COVID-19
 - 2) Parts affected by COVID-19
- b. Carry out evaluations for debtors who are still surviving COVID-19 and have business prospects so they can restructure their financing in accordance with POJK
- c. Prepare reserves for debtors who cannot afford it after credit restructuring in accordance with POJK
- d. Considering capital resilience and additional reserve creation to anticipate a decline in the quality of financing undergoing restructuring, the bank will distribute dividends
- e. Carrying out resilience tests each period for declines in the quality of financing undergoing restructuring and the impact on the Bank's liquidity and capital.

Murabaha Financing

According to the language, murabahah originates from the word ar-ribh which means profit in business. The term fuqaha' murabahah refers to the sale of goods at the original price (purchase price) plus a known profit (Nasution, 2021) In relation to sharia banks, Murabahah is defined as an agreement between the sharia bank and the customer where the sharia bank offers the provider to the customer for the purchase of commodities or other working capital required by the customer, which is paid by the customer. Customers comply with the terms agreed between Sharia Bank and customers. (Zulfikri, 2019). Murabahah is also part of a contract in buying and selling, which in terms of its application, in fiqh is said to be bai' al-murabahah. Bai' al-murabahah is the sale and purchase of goods at an initial price plus an agreed margin difference. Meanwhile, Imam Syafi'i in the book al Umm says transactions like this are called al-'amr bisy-syira. (Zulfikri, 2019) Murabaha payments can be made in cash or in cash. Deferred payments are payments that are not made after delivery of the goods to the buyer, but are payments made in installments or all at once at a predetermined time. The legal basis for murabahah financing:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَن تَرَاحٍ مِّنْكُمْ ۗ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۗ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

It means: "O you who believe! Do not consume each other's wealth in a false way, except in trade that is based on mutual consent between you. And don't kill yourself. Indeed, Allah is Most Merciful to you."

3. Research Methods

This research uses descriptive qualitative research methods. Qualitative research is a type of research whose findings are not obtained through quantification procedures, statistical calculations, or other forms of methods that use numerical measurements. Qualitative research

is presented descriptively. The aim of this research is to find out how problematic financing was resolved through restructuring through Murabahah financing during the Covid-19 pandemic at PT. Bank Sumut (Sharia Business Unit). The data used in this research is primary data obtained directly from the research location of the PT Bank Sumut Sharia Business Unit and secondary data collection techniques carried out through observation and document study. This research also collects raw data in the form of secondary data such as evidence, historical documents or reports, documents, archives, both published and not, in order to answer problems that arise. Data analysis techniques use data reduction by summarizing, selecting the main things, focusing on important things, looking for themes and patterns and discarding unnecessary ones, presenting data in the form of short descriptions, charts, category relationships, flowcharts and the like, as well as drawing conclusions/verification.

4. Results And Discussion

Non Performing Financing (NPF) Value in the Sharia Business Unit PT. North Sumatra Bank During the Pandemic

Non Performing Financing is an indicator of the health condition of banking. The COVID-19 pandemic has certainly had an influence on the increase in the NPF value at Bank Sumut. During the period of COVID-19, Mr Susanto as business manager stated that there was no significant increase in the NPF value. He said that only 1% of the previous COVID-19 pandemic occurred. Based on the results of interviews, informants stated that the NPF value during the pandemic did not increase too significantly because it could be overcome from the start by taking preventive action by getting ready to see the financing be restructured from the start. With an assessment of customers, if customers are immediately affected by COVID, they are advised to immediately apply for restructuring. The North Sumatra bank has made several efforts which have been carried out by various banks. Starting from providing restructuring, selling collateral, taking over, some even being written off. This write-off process is carried out by deleting the balance sheet of Bank Sumut. Such financing is not shown on the balance sheet but is still recorded by the bank so that the customer still has obligations. The bank will continue to bill customers until their obligations are paid off (Haryanto, 2018).

Implementation of Restructuring at Bank Sumut

With problematic financing, banks must try to overcome it, one of which is by providing restructuring. Bank Sumut has carried out restructuring activities before and after the COVID-19 pandemic. The bank will look at the customer's capabilities first. Mr. Rachmat as Account Officer said that restructuring must go through an assessment process first. Customers will fill out a self-assessment form as recommended by the OJK in the POJK for extending the restructuring period. After the assessment, there will be a grouping of categories of customers who apply for restructuring. There are two categories, namely consumer financing and productive financing. Productive financing will be analyzed further based on sales and income, then the differences between the two will be seen before and after COVID-19. For consumer financing, you can refer to pay slips and other support.

Bank Sumut will first carry out a self-assessment for its customers who apply for restructuring. If, after conducting an assessment, it is not found that the business or income has been impacted by COVID-19, the bank will provide normal restructuring to its customers. This also relates to reporting to the OJK, because if the restructuring does not have an impact from

COVID-19, special labeling will not be given. As is the case in POJK regarding the extension of restructuring no. 48 restructuring reports affected by COVID must be specially labeled. At Bank Sumut in particular, there is no special portion regarding providing normal restructuring portions and also restructuring or relaxation during the pandemic. Bank Sumut also does not have targets regarding the implementation of restructuring that are different from other places. Depending on the customer's condition, not all customers are productive for restructuring. Returning to the customer business segmentation, if it is affected by COVID-19 it can be included in the criteria (Nasution, 2021).

The files or documents that must be prepared by customers can be differentiated based on the type of financing. For consumer financing, the average source of income is fixed or salary. Therefore, the bank will ask for the last pay slip. From the pay slip you will see whether there is a reduction in salary, because in this pandemic situation many companies have reduced working hours and this has had an impact on customer income. Apart from that, there is a letter from the office which states that there will be a reduction in salary if there is a reduction. After filling in the assessment form and collecting salary slips, the bank will verify the data which will then be analyzed. If based on the results of the bank's analysis it is approved, then there will be an addendum to the contract. Productive financing has slight differences with the files that must be attached (Haryanto, 2018).

Customers are required to attach their financial reports both before and after the pandemic. If after analysis the customer experiences a decline in sales caused by COVID-19, the customer's financing can be processed by the bank. In carrying out restructuring practices, Bank Sumut refers to the Decree (SK) issued by the central Directors of Bank Sumut. The Decree contains provisions for restructuring, reconditioning and rescheduling, but not specifically during the pandemic. It regulates SOPs (Standard Operating Procedures) which regulate restructuring, reconditioning and rescheduling. The Decree (SK) cannot be mentioned because it relates to bank confidentiality.

After the customer receives restructuring, of course the bank must continue to monitor the customer regularly. This is also one of the things underlined in the POJK. Banks must continue to monitor their customers regularly. Ensure that the customer is still capable and still has the will to pay his obligations (Hasbi, 2016). Bank SUMUT monitors its customers every month, the data held by Bank Sumut will always be monitored every month. If there is a delay, the bank will immediately remind the customer to pay the installments.

The obstacle felt by Bank Sumut was during the data verification process. Under normal conditions, the bank will meet customers directly because of COVID-19, the bank's space for movement is limited. Because of WFH, customers sometimes have difficulty requesting supporting data from the office. Apart from that, dishonesty from customers can also be an obstacle in implementing restructuring. Most customers do not provide correct data. If the data does not support restructuring, it will be difficult to restructure and will be a burden for the bank. There are no obstacles felt by the customer in this restructuring practice, but there are things that the customer feels are burdensome, because there is an addition to the contract, where the term is added (Hasbi, 2016). So insurance costs are added over the additional period. The customer must prepare additional costs to pay for insurance.

Restructuring at Bank Sumut Based on POJK No. 48/POJK.03/2020

The impact felt by the implementation of POJK on Bank Sumut is that the bank can withstand downgrades. By allowing restructuring or relaxation, customers will certainly be able

to pay according to schedule, so that the collectability status of the customer itself is smooth.(Liaanjani, 2021). If customer financing runs smoothly, the bank does not need to issue CKPN (Reserve for Impairment Losses)(Hasbi, 2016). If a bank issues CKPN, it can erode the bank's profits. With the relaxation, the CKPN value at Bank Sumut still did not increase. Relaxation with CKPN is related, every time there is new financing there will definitely be the formation of CKPN. However, relaxation does not increase CKPN if customer collectibility is still the same. Apart from CKPN, of course relaxation has an influence on the bank's own profits. The impact of relaxation certainly causes bank profits to decline. Because initially the installment schedule consists of principal and profit sharing or margin, after restructuring the bank will of course create a new installment schedule and pattern.

If the change becomes smaller, the bank's income or profit will automatically decrease. Therefore, relaxation or restructuring has a significant impact on the bank's profits. With the relaxation of financing, there is no change to the initial contract, only changes to the time period and amount of installment repayments. The total number of customers who received relaxation was 3 customers in the productive segmentation with an outstanding value of 7 billion. After carrying out the assessment, these three customers were classified as having received financing relaxation because their businesses were affected by COVID-19. When the COVID-19 restructuring application is approved, the customer's collectibility status returns to category 1 (current). With the customer's status returning to normal, of course it will benefit the customer because his good name at BI Checking will become smooth again(Hasbi, 2016).

In implementing risk management, Bank Sumut even before the policy in POJK No. 48 regarding risk management points has carried out risk management. At Bank Sumut there is a risk management section or division(Liaanjani, 2021). Any problematic financing will continue to be monitored. Even for the action plan, the next few months are related to the risks that will arise in the financing. Banks must always carry out regular stress tests related to the potential quality of restructured financing. If customers experience problems with payments, they must immediately find a solution. For example, by selling collateral or selling together or auction. Risk management is not an integral part of restructuring.

Restructuring Based on the MUI DSN Fatwa

In implementing restructuring, the Bank must refer to the fatwa issued by the National Sharia Council. The fatwa is:(Liaanjani, 2021)

1. Regarding settlement of murabahah receivables for customers who are unable to pay, DSN Fatwa No. 47/DSN-MUI/II/2005. In its implementation, Bank Sumut will make a restructuring offer first. After granting restructuring, customers still experience objections. Customers are advised to sell the murabahah object or collateral. Customers can sell it themselves or through LKS. Customers are required to pay off their debts from the proceeds from the sale of the object. If after the sale there is still a shortage of the remaining debt, the customer is still required to pay the remaining debt. The average sales proceeds from these objects still have a shortfall from the remaining debt owed.
2. DSN Fatwa No. 48/DSN-MUI/II/2005 regarding rescheduling of murabahah bills. Based on the results of research at Bank Sumut, there was no addition to the remaining outstanding bills. There is only an increase in insurance costs as the customer's term increases. Extension of the payment period is also based on the agreement of both parties. Costs may only be charged for real costs or direct costs that are clearly incurred as a result of a breach of contract. Based on the MUI DSN Fatwa regarding ta'dwidh, LKS and

customers are allowed to agree that if the customer is late in paying and results in real losses to LKS, then LKS has the right to ask for compensation for costs resulting from the customer's delay in paying his obligations. (Liaanjani, 2021).

DSN Fatwa No.49/DSN-MUI/II/2005 concerning conversion of murabahah contracts. Concerning conversion of murabahah contracts. In implementing restructuring, North Sumatra banks refer to the DSN MUI fatwas. Because every activity at Bank Sumut is supervised by DPS. Not only restructuring, but all products owned by North Sumatra banks are also based on the MUI DSN Fatwa.

5. Conclusion

The research results show that the practice of restructuring murabahah financing at Bank Sumut is carried out as an effort to rescue problematic financing. Restructuring was carried out before and after the pandemic. By adhering to the POJK and the decree issued by the Board of Directors, Bank Sumut has guidelines for providing restructuring. Apart from that, there is monitoring carried out by Bank Sumut to avoid financing problems again. When viewed from POJK, especially POJK 48, the implementation of restructuring shows several important points that banks must pay attention to. Bank Sumut has guidelines for determining debtors affected by COVID-19, carrying out assessments of debtors, establishing reserves for debtors deemed incapable, considering capital resilience, and periodically testing resilience. Apart from that, the implementation of restructuring takes into account the DSN MUI fatwa No. 47,48,49. In its implementation, Bank Sumut will make a restructuring offer first. After the restructuring is granted, if the customer still has objections, the customer is advised to sell the murabahah object or collateral. The customer can sell it himself or through LKS. Customers are required to pay off their debts from the proceeds from the sale of the object, there are no additional contract costs for extending the term.

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