

## Legal measures for the employer and employee under the Labor Law of 1997 and social insurance «Comparative Fiqh View»

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### Abstract

Work has value and in Islam it is rooted through the words of the God Almighty, in this paper the researcher investigates specificity of the work on the Islamic legislation and the rooting of the multiple aspects of human and the pattern of evolution of life and urged us to follow the Quranic texts and Sunnah. And also dealt with the most important judgments and issues raised by human philosophy, which influenced the thinking and thought of intellectuals, legislators and human rights advocates. The Islamic legislation has established the relationship between the employer and the employee. This research paper is devoted to insurance and its legitimacy without riba (rate of interest). As well as the rights in terms of government insurance in pensions, social security and Cooperative Insurance.

The labor legislation is closely linked to the social and economic developments in many countries of the world in which they interact. They interact with them and respond to their data - labor legislation - dealing with matters that are at the heart of everyday life for large numbers of human beings who contribute to their implementation of development plans and access to the welfare of peoples and individuals, On the one hand, on the other hand, entrepreneurs, where they provide jobs, which in turn ensure a decent life for all job seekers.

Sudan's society has witnessed many social, economic and political developments since the Turkish, Egyptian, and English colonial era. Sudanese labor legislation has been linked to the emergence of the Sudanese working class as a social and political force and influential weight in order to improve their reality and improve their living and social conditions, and the optimal investment of the energies and human resources working in our country.

The importance of the subject: We wanted this research to combine the legal thought, and judicial applications based on the practical facts produced by labor disputes, which follow the approach of comparing the provisions of the Sudanese judiciary with the provisions of the comparative Arab judiciary.

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**Research hypotheses :**

- 1- Arab judicial applications are witnessing significant development in the field of work through the fairness of the employer and the employee.
- 2- The general principles of the Sudanese Labor Law of 1997 do not contradict the provisions and rules of the contract of employment in Islamic jurisprudence.
- 3- The roles are integrated between the provisions of the Sudanese judiciary and the rules of the Labor Law of 1997 in the conservation of financial rights of the employer.
- 4- Insurance contracts and their legitimacy in preserving the rights of the employer and the employee.

**Research Methodology:**

The researcher used the descriptive, analytical, historical, and deductive approaches.

**Previous studies :**

A number of previous studies have emerged, and every researcher makes his contribution to the logic of his conviction. Through this study I hope that it fills the need of the workers, scholars and researchers in this field in general and the labor legislation in particular, and the field remains wide for those concerned for further research and addition.

**The Structure Search:**

This section is divided into three requirements and contains the following:

**The first requirement:** meaning of work in language and technically.

**The second requirement:** sources of labor law.

**The third requirement:** Characteristics of labor law.

The first topic: **the concept of legitimate measures for the employer and the employee.**

It contains of three requirements:

**The first requirement:** the concept of legal measures and the law of work .

**The second requirement:** the concept of the employer and the employee technically and in language.

**The third requirement:** The concept of legal measures and labor law technically and in language.

The second topic: **general principles of labor law 1997.**

The third topic: **the impacts of the labor contract on both the employer and the employee.**

The fourth topic: **Definition and types of insurance.**

The fifth topic: **Insurance of injuries and its legal characteristics.**

**Conclusion:** The most important conclusions and recommendations reached by the researcher.

### The first topic

#### **General Principles of the Labor Law 1997**

The labor law is a set of rules governing the relations between workers and employers, and it is a relatively newly formed branch. The relationship between the employee and the employer was subject to the general rules of the Civil Code.

Consequently, the legislative movement in most of the country has been active in regulating the relationship between workers and employers in a manner that protects the public class, which in turn has led to the enactment of the Labor Code as an independent branch of private law.

#### First requirement

##### **Meaning of working in language**

The work is the action, and the collection in Arabic Language is works which means activities .

The provisions relating to the work are governed by five provisions:

The legislator describes it as a duty, and the employee shouldn't leave his work without getting a permission from the employer.

##### **Concept of work in the reform of jurisprudence:**

It is the act of the human being, the social activity that is not allowed by the human race to subjugate the nature to serve the needs of this sex, and this effort is muscular and mental which is used by man to create an economic or legal benefit of the existing ones and development), and more general work.

#### The second requirement

##### **Sources of labor law**

The labor law derives its rules from several sources, which can be divided into internal sources and international sources, and internal sources can be divided into official sources and sources of a literal nature.

First: Internal sources:

Legislation is the official source of the rules of labor law, as it is the first official source of legal rules in general. The Labor Code has become one of the most law-abiding branches of law.

In Egypt, the Supreme Advisory Council for Labor is considered one of the most important consultative bodies and consists of members representing the government, workers and employers. This council is competent to express its opinion in the labor laws prior to its spread , which is known as the Tripartite Commission At the local level.

**Second: Resources of a literal nature:**

A team of law-makers sees that the labor law is not entirely state-created, because there are rules of a literal origin that are established in isolation from the state, such as union decisions. The unions establish general rules that oblige all members of the union to respect them and have the right to impose penalties on those who violate them.

Such as separating the member from the syndicate when he violates the regulation or entering into joint contracts with the employers.

Third requirement: Labor law characteristics:

The Labor Law is characterized by a realistic nature, a special formulation and a peremptory standard that prevails in its rules, as well as a difference in the rules of its interpretation, and it is included in the rules governing the procedure of litigation for workers.

**First: Realistic nature:**

The factual nature of the most important characteristics of the labor law should be kept away from criminalization and generalization, and be adapted and varied in accordance with the specific circumstances of each case, to suit the nature of work, the conditions of the worker and the ability of the employer. The rules of labor law may differ depending on the circumstances of the worker or the working. This is what the Sudanese Labor Law of 1997 stated in Article 21. The legislator also distinguishes the rules that apply to employers because of the difference in their economic capabilities. They impose on the large enterprises burdens on behalf of the workers and exempt the small enterprises from them.

Thus, the legislator sets only the general rules, leaving the executive authority to determine by ministerial decisions the scope of application of these rules in proportion to the specific circumstances of each case, including the provisions of Article 81/ of the Sudanese Labor Law of 1997, stating: Regions and categories

Each of these offices shall have jurisdiction over their services (Article 9.1 of the same Act authorizing the Minister to allow any person to open an office for use or to engage in employment through employment agencies). And Article 15.2, which stipulates that «the Minister shall regulate by means of inspection methods and procedures and the cards of the inspection personnel.»

**Second: Specific drafting of the Labor Law:**

In the first, the labor contract is characterized by special provisions

that exclude it from the scope of contract theory in civil law, including the provisions on eligibility for health, the employer's estimated power to impose sanctions on the worker, The invalidity of the contract of employment also has only limited effects in comparison to the effects of the invalidity of other contracts. In the context of collective labor relations, special legal systems are characterized by the labor law as a joint labor contract which must be made in accordance with the provisions of individual employment contracts, , For example the responsibility of the employer for work injuries contrary to the provisions established in the jurisprudence of civil law.

**Third: the characteristics of the rules of labor law:**

The labor law aims to protect the worker and therefore the nature of his rules is considered one of the most important of its characteristics. In the absence of such a status, the employer - in an economic position different from the worker's center must impose the conditions of work as he wishes, and the employee has only to accept those conditions, even if they include derogation from the provisions of the law. Therefore, these rules have a special meaning intended to prohibit their violation of the situation in which the violation leads to prejudice According to Article 31 of the Sudanese Labor Code of 1997, «Any condition in any contract of employment which is contrary to the provisions of this law, even if it was previously employed, shall be considered null and void. Unless this condition is OK benefit to the worker and is entitled to claim full rights under this law).

The second topic

**Effects of contract of employment for the employer and employee**

This study will examine the effects of the work contract for the parties in three requirements as follows:

First requirement

**Commitment to pay wages in Islamic jurisprudence**

**First:** addressing the obligation to pay wages in the jurisprudence:

When the hirer himself surrenders to the lessor, he is entitled to a full wage for the period in which he keeps himself in order to perform the agreed work, whether he did or did not work, and that he has committed the obligation, and to indicate that in the doctrines as follows:

First: **Hanafi doctrine:**

The definition of a wage earner in the Hanafi school is: He who works temporarily and worth to pay when he finished the wok in the period, even

if he does not work as if he rented a month of service or months to graze sheep<sup>1</sup>.

**Second: Maliki`s doctrine:**

The Malikiyeh shall consider the private employee to be paid as soon as he surrenders himself to the employer, whether or not he has worked as long as the employer has done so<sup>2</sup>.

**Third: the doctrine of Shafei:**

Al-Shaafa`is see that a private wage earner, when he is imprisoned according to the contract agreed upon, is entitled to a wage or not<sup>3</sup>.

**Fourth: Hanbali doctrine:**

It is stated in the doctrine that a paid worker is entitled to pay by providing his benefits to the lessor by handing over himself during the agreed period of work or not<sup>4</sup>. It is not permissible to violate this because it is a breach of contract.

**Second: Obligation to pay wages in the law:**

The origin is that payment is the equivalent of work, which is an essential element of a contract of employment. There is no value to this contract without the obligation to pay the wage and work performance. The contract is considered as reciprocal arranged obligations in the interest of the two parties<sup>5</sup>.

According to the Egyptian Civil Code, the contract of work is the one in which a contractor undertakes to work in the service of other contractors under his administration or supervision in exchange for a wage pledged by the other contractor. The Sudanese legislator went into the Civil Transactions Act of 1984 that the contract of employment is one of the two parties for the benefit of the other under his supervision.

The wage is the equivalent of the work, but the worker is entitled to pay, even if he does not do the work if the reason is due to the employer.

The Islamic jurisprudence and the provisions of the law agree that the worker is entitled to pay and the basic element of the contract, once he is present to perform the work, even if he does not perform the work, as long as it is due to the employer<sup>6</sup>.

1- Dr Ismail Ghanim, Qanoon AL Amal1962,p 40.

2- Dr. Musa RzeigQanoon AL Amal, p 40.

3- Al mugazfiiGanoon AL Amalwa AL Tamnat AL Ejtimaiya2011.

4- IbnAabdeen Rad AL Muhtarala AL Durar AL Mukhtar p82.

5- Lughat AL Salikliarab al Masalik p 959.

6- AL Shirbeeni , AL Eqna`a, P 72.

## The second requirement

### **The work during the period in the jurisprudence and law**

This will be addressed through two points:

#### First: **Work actually during the specified period in the doctrine:**

The fuqaha viewed that the ijara is the sale of the benefits, so they set conditions to know the amount of conditions<sup>1</sup>.

#### First: **The Hanafis Doctrine**

In Rad AL Muhtarala AL Durar AL Mukhtar it is said that the benefit is known through the period in housing or agriculture, if the period is not mentioned in the contract, in this case it should be determined according to what is common and usual<sup>2</sup>.

#### Second: **Maliki`s doctrine:**

It was narrated in Fath al-Rahim (may Allaah be pleased with him) that the ijara is a reward and it is valid for the one who is entitled to sell, and he pays what is right to be paid in a work. And saying ownership of the benefits of something permissible for a period of information is indicative of commitment to work within the period and amount required.

#### Third: **the doctrine of Shafei:**

The benefit is determined by the duration and the statement of work and the time.), and this is a statement of importance determined by the period and the statement of work contracted during the said period<sup>3</sup>.

#### Fourth: **Hanbali doctrine:**

Sahib AL Mughni said that : «If he hired him for a certain job, the employee should be honest and spend all the time working».

#### **Second: Work during the specified period in the law:**

The law obligates the worker to act in accordance with what he signed and therefore may not perform any other work in his place without the consent of the employer. The employer may not, as a general rule, change the type of work agreed upon except with the consent of the worker, , Taking into account the interest of the employer and the preservation of the worker`s right.

It is the duty of the worker to carry out his specific work contract with his sincerity and integrity in accordance with the directing, supervision and management of the employer and in accordance with the provisions of the Labor Law, its regulations and collective contracts, since the authority of the employer in the administration is the basic aspect of the dependency link.

1- AL Bahooti, AL Rawd al Murbi 1966, p324.

2- IbnAabdeen Rad AL Muhtarala AL Durar AL Mukhtar p 9.

3- Previous Reference p7.

The Sudanese labor law of 1997 states: «A worker may not occupy himself at the time of work or anything other than the employer. Otherwise, the employer may terminate the contract or reduce the wage insofar as the worker fails to do so.

#### The third requirement

##### **keeping money on the hands of the worker in jurisprudence and law**

We will address two parts in this requirement: the maintenance and preservation of funds by the worker.

First: Keeping money on the hands of the worker in the jurisprudence:

The worker does his duty, but does so, and under his hands, money and property through which he works. He is entrusted with it. If the damage is under his hands, the private worker does not guarantee this unless the damage is caused by negligence<sup>1</sup>.

The Sunnah referred to the duty of the worker to keep what he is entrusted with. The Prophet (peace and blessings of Allaah be upon him) said: «you are all responsible for your people»<sup>2</sup>.

And the worker in the Sharia is an important element of society, and has a clear impact on the safety and stability of society, says our master Omar ibn al-Khattab<sup>3</sup> (may Allah be pleased with him): I removed myself away from Muslims' money, may Allah be pleased with him that he will make an effort to save the Muslims and care for them. he will put it away from him<sup>4</sup>.

##### **Raising the intellectual level of people:**

As for raising the level of the people intellectually: according to that Omar said: I did not send them - governors - only to teach people in their religion<sup>5</sup>.

As for raising the level of living of people: Omar said: I will behave rationally concerning your rights in the field of your level of living<sup>6</sup> and I will increase your livelihood, God willing : God told me to help the widows of Iraq and they do not need anyone after me<sup>7</sup>.

It was not permissible to take anything from the money of the nation except for what is necessary, he once said: this money should be treated in three aspects: to be consumed in the right, and is paid in the right, and prevented

1- AL Babirti, AL Enaya Fii Sharh AL Hidayap 62.

2- Mohammed Ibn Ahmad, Fath AL Raheem, Fagih Imam Malik p167.

3- AL Mutiai , AL Majmoa Sharh AL Muhadhdhab p 255.

4- Majalat al Ahkam AL Adliya.

5- Omar Ibn AL Khattab, the second Khaqlif, ALa`alamp 33.

6- Mawsuat Fiqh Omar, Dr Mohammed Rawasi p 109.

7- Sirat Omar Ibn AL Khattab.

from falsehood.

I did not realize it at home, and the people suffered a year - intensity - what he ate in that year and not poisoned to revive - the most fertile - people.

Al-Nawawi said in AL Majmoathat Umar used to eat bread with oil in the year of al-Ramadah,

Imam Malik in al-Mawatta from Yahya ibn Sa`eed narrated that Omar ate bread with fat.

The policy of the middle, which does not compromise the severity of the nation: Omar usually follows the midst once he said to Abu Musa al-Ash`ari when he was appointed to be the governor of Basra: you should be firm and kind. Do not exhaust the army: because the exhaustion of the army leads to a decline in the morale and combat efficiency in it, in which the reasons for the failure, and because it leads to poor confidence in the ruler.

### **Second: Keeping money on the hands of a worker in law:**

The law requires the worker to take care of the means of production under his responsibility and to carry out all necessary procedures for their preservation and maintenance. The law in the Arab Republic of Egypt states that the worker must be careful to keep the things delivered to him to perform his duties. Article 54 of the Unified Labor Law However, mentioned that if a worker causes loss, damage or destruction of work equipments, machinery or products owned by the employer, arising out of the worker`s fault, he shall bear the necessary amount for that.

The Civil Transactions Act of 1984 states: «The worker shall guarantee that any deficient, damaged or lost due to his carelessness must compensate the owner and paid money compensation to cover the lost<sup>1</sup>.

The third topic

## **Definition of insurance and its types**

The first requirement

### **Definition of insurance in Language and terminology**

Insurance in Language: (AslahaAmmana) of self-confidence and the disappearance of fear and in the Koran (and with security against fear [of danger])and Allah (swt) said: (He said: «Shall I trust you with him with any result other than when I trusted you with his brother aforetime? But Allah is the best to take care [of him], and He is the Most Merciful of those who show

1- Previous reference.

mercy!»)<sup>1</sup>.

The technical definition of the term Insurance : It is worth in the introduction of the insurance contract to point out that there is a difference between the insurance system as an idea of economic and social impact based on general theory and technical rules and the insurance contract as a legal act creates rights between two contracting parties. The legal definition, as stated in Article (75) of the Sudanese Civil Transactions Act of 1984, is an insurance contract to which the insured is liable to lead to the insured or to the beneficiary for whom the insurance stipulated a sum of money or salary or any other consideration for example when car accident takes place a certain amount of money should be paid .

It is clear from this definition that the insurance contract between two parties, one of which is the insured and the second is the policy insurance holder, the first is obliged to pay specific sum of money in terms of compensation to the second. This is what the legislator mentioned in the Social Insurance Law of 1990 which has been amended in 2004<sup>2</sup>.

The second requirement

### **The foundation of the insurance system and its types**

It is known that the French Revolution, which took place in the late 18th century in 1789, was open the door wide to the foundation of the individual doctrine which calls for the individualism which had an impact on the foundation of the capitalist system which was based on the freed economic activity and the foundation of the principles of power of will and the subsequent freedom of contract.

The world witnessed the foundation of the industrial revolution in Europe during the nineteenth century and its spread. This revolution revealed the disadvantages of the individualism and capitalist system, especially with regard to workers' rights and the increase of risks, and the credit of the development and growth of social insurance is regarded in respect to the European countries Germany, France, (But this system had been developed by the Islamic Sharia and its primary principles by increasing the value of social solidarity, and to prove some rights to workers to care and protect them and provide the necessities).

### **Types of insurance:**

Insurance in terms of form is divided into two main parts:

First: **Social or mutual insurance.**

1- Suraqt Yousuf verse No 64.

2- Musannaf Abdul Raziq 104/ 11.

## Second: **Commercial insurance.**

### **Cooperative Insurance:**

It is a group of persons who are threatened by one risk in the form of participation to compensate those who are harmed or at risk, and the idea is that the cooperative insurance associations are not aimed at profit, but cooperation to redress the danger and damage to one member by distributing it between them all<sup>1</sup>.

### **Commercial Insurance:**

(Insurance is often called commercial because the companies and institutions that they only mean profit by selling insurance to people and in this type insured persons pay a sum of money to the insurance holder insurer (insurance company to bear the compensation of the damage), the basic idea in this system is that the insurance companies or institutions that have no group relation with all of the policy holders, in fact they have limited individual relations, and the philosophy of these companies is to sell security to people for profit.

#### Third requirement

### **Insurance in terms of subject**

Insurance in terms of subject matter is divided into several divisions, including: Damage insurance, person insurance, individual insurance and social insurance.

#### First: **Damage Insurance:**

This includes marine, river and air insurance and is meant to insure the risks happen to ships and aircraft and the cargo they carry. It also includes land insurance, which is insurance against general accidents, liability insurance.

#### Second: Insurance of persons:

The subject of this insurance is the insured person as insurance is made against the risks that threaten the person in his safety, this insurance takes place in three cases namely:

**Age insurance:** in which the insured pays the amount of the beneficiary insurance for the death of the policy holder for his life and it is a life insurance that remains throughout his lifetime, the insurance amount is paid to the beneficiary if the policy holder person dies within a certain period. If he does not die during the specified period, the insurance money will be retained. Mixed insurance is a contract under which the insured is committed to pay the amount of insurance in terms of capital or salary income to the beneficiary, if the insurance policy holder dies within a certain period<sup>2</sup>.

1- Sunan AL Buheigy.107/ 10.

2- Labour Contract in Arabic Countries , DrHishamRifaat.p 155.

#### The fourth subject

### **Insurance of injuries and its legal characteristics**

A contract under which the insured pays the amount of insurance if the policy holder injuries, such as death in a sudden accident or injury in his body and became disable to work permanent or temporary.

#### The first requirement

### **Insurance in general and in particular is divided into individual and social insurance**

#### First: **Individual insurance:**

In which the insured is a direct party of the contract where he takes the contract directly to insure himself against a particular risk to his personal interest which is the request of safety of a company of insurance companies which are commercial companies aiming to gain profit under the insurance system.

#### Second: **Social Insurance:**

Which aims at providing a group of individuals, who rely on their hands to gain some of the risks they may face such as sickness, old age, unemployment and disability, providing them with insurance. It aims to cover social dangers and aims to improve the level of living of the general population.

#### **Individual and Social Insurance Features:**

It is a system limited to certain categories to protect certain group of people if they fail to earn while individual insurance is not defined by a particular category. It is a license that is permissible for every person in society, while social is compulsory for a class. It is also characterized by the idea of social solidarity, while the insurance installments in the social system are not paid by the worker alone, but also by the employer, while in the individual insurance the insured is responsible for paying the installments alone<sup>1</sup>.

#### The second requirement

### **Insurance contract in the light of Islamic law**

The insurance system was introduced in the sixteenth century and began in the field of maritime insurance because of the risks that were exposed to the ships and the cargo of goods was initially a system among the merchants of Venice in Italy and then expanded to include many aspects of life, and the insurance companies emerged and dominated the insurance market and imposed exploitative policies in the form of payment of heavy fees and frees themselves from payments and compensations of insurance in

1- Summary in labor laws, Dr. Ibrahim Ahmed Mohamed Al-Sadig Al-Karouri, P.111.

case of war.

The term insurance in respect to Muslim jurists is attributed to the Muhammad IbnAbidin (may Allaah have mercy on him) when he described the insurance contract and called it the (Sukra). Some foreign commercial agents enter Diyar AL Islam. He says: (When the traders rented a boat they pay the insurer a certain amount of money if the boat burned, sank or whatever the damage. Thus, the insurance system progressed gradually until it emerged in its contemporary form<sup>1</sup>.

The opinion of jurists in the insurance contract can be summarized as follows:

**1- The insurance contract is violated of all kinds:**

And this group goes to the inviolability of the insurance contract and it is not permissible to take compensation from the insurer: every contract in which one of the contractors subject to loss without compensation, the last winner must pay the compensation

**2- It is permissible if it is free from Riba:**

Mustafa Zarqa and he denied what the Manioon( those who reject the concept) reported, an evidenced that the insurance contract can be attached to the contract AL Muwalah, which is like the guarantee of the risk of the road according to Hanafia Such as saying to someone who goes through a certain path: if you face any risk I am the guarantor.

The fuqaha agreed in principle to accept the idea of insurance based on cooperation between the insurer and the policy holder, which forms the common basis for insurance of all types. The insurance is one of the most urgent modern needs, and they agreed that the insurance contract is currently an innovative contract and differed in its attribution to legitimate contracts such as (al Kafa'a- AL Mudaraba- AL Muwalah). The fuqaha agreed on two types of insurance, namely, cooperative insurance and government insurance, in two forms: contract, pension, Social insurance.

**In terms of cooperative insurance:**

This kind achieves many interests, which is enjoined by sharee`ah, because it achieves cooperation. Allaah has commanded us to say: «Help ye one another in righteousness and piety, but help ye not one another in sin and rancor: Fear Allah: For Allah is strict in punishment.»<sup>2</sup> and says<sup>3</sup>: (When ye pass [Congregational] prayers, celebrate Allah`s praises, standing, sitting

1- Previous Reference P 54.

2- Surat AL Maida verse No 3.

3- Surat AL Nisa`a verse No 103.

down, or lying down on your sides; but when ye are free from danger, set up Regular Prayers: For such prayers are enjoined on believers at stated times.) is prescribed by sharee`ah according to the rule of «no harm and no damage.

In terms of government insurance (in the form of pensions and social insurance), it is a compulsory treatment based on cooperation and belongs to a certain category and includes compensation. The Islamic Jurisprudence Complex agreed with the Council of Senior Scholars in the Kingdom of Saudi Arabia No. (51) dated 41397/4/ on Insurance in all its forms and forms<sup>1</sup>.

### Conclusion

It includes:

#### First: **Main results:**

1. Work in Islam has its value, and the Quranic texts and the noble hadiths raise the importance of work the workers.
2. Work has been linked to human life and its civilized development since ancient times, because of its direct impact on the movement of life and its growth, some economic systems have relied on the contract of work as the main element of production.
3. The labor relations and related provisions are among the most important issues raised by human philosophy and have continued to influence the opinion of intellectuals, legislators and human rights advocates, which in turn led to a revolution in regulating the relationship between the employer and the employee.
4. Insurance is permissible according to Islamic Sharee`ah if it is free from not Riba and Gharar.
5. Government insurance of pension and social security is permissible.
6. The most permissible types of insurance is the (Takaful) Cooperative Insurance.

#### Second: **Recommendations:**

1. As the law is concerned with the rights of the worker, attention should be paid to the rights of the employer and precautionary measures should be taken to protect both parties and to consider the employee as the weakest party opens a wide area in judicial proceedings against the employer, which costs a lot, which in turn helps to destroy national capital.
2. I recommend reviewing the insurance contracts because there is compensation taken from the insurer and not taken from the policy holder, in this case one of the contractors is subject to loss.

1- Previous Reference P 54.

3. Insurance contracts are a type of sales Gharar, which is forbidden by Islamic law is the sale of things that do not know the possibility of the punishment of whether or not to get.
4. The insurance contract also involves the interest of usury, which is to eat people`s money without right. In case of disaster, the insured is entitled to the premium without doing any work in return.

### No References List