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The Problem of Multiplicity of Insurance Contracts from the Fire to the Money of the Insured in the Jordanian Civil Law

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ABSTRACT

The insured, in some cases the conclusion of more than a decade of insurance against risk of fire to more than insurance companies, so as to increase the total amount of insurance cover for the value of the money of the insured, what is the extent of commitment by all insurance companies to pay compensation when the risk of fire? This study sheds light on the position of the Jordanian legislature to demonstrate the shortcomings and imperfections in the drawback of legislative texts the issue of multiple insurance contracts from the fire, and realized the need to restore the Jordanian legislature consideration of this legislative regulation in terms of the need to distinguish between the insurer and the good faith and bad faith in the case of multiple insurance contracts and their impact on the right to obtain compensation when the danger, and the provisions of the commitment of the insured to notify the insurance company in multiple insurance contracts

Keywords: Compensation, Insurance, Legislature.

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1. Introduction

The insured, sometimes insurance against fire in the capital in more than insurance companies, so that the total amount of insurance cover when collected more than the value of the money of the INSURED, it follows when fire risk as a result of the large degree of danger is the occurrence of an insured for compensation in excess of the amount of the damages and losses that befell him, which constitutes illegal enrichment at the expense of believers contracted. This result can reduce them based on the principle of the capacity to offset the damage insurance Fire insurance held, applying the principle of compensatory capacity will not get insured in all cases the compensation of more than the amount of the damage suffered as a result of investigating fire risk INSURER.

The so-called (the principle of participation) in the distribution of the value of the damages resulting from the Check fire risk insurer, where all believers in the coverage of the damage each one of them by the amount of insurance, the insurance contract was issued. The civil law systems and the question of the plurality of insurance contracts and its conditions, within the principle of participation

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came in Article (937): "must believe in something or interest of more than a believer to notify each other insurance and the value of each of the names of other believers. 2. It must not exceed the value of the insurance - if the multiplicity of believers - the value of the object or the INSURED interest", as stated in Article (938): "If the insurance of a thing or an interest in more than a believer in amounts totaling more than the value of the object or the INSURED interest was every believer is bound to pay a portion equivalent to the ratio between the sum insured and the value of the combined insurance without exceeding the total insured value of what is paid to him from the fire ". In light of this, it is necessary to determine when we are in the process of multiple insurance contracts, and what are the legal rules governing the risks to be insured to do in the direction of the insurance company in the case of multiple insurance contracts, and the amount of the obligation of the insurance company to pay the compensation in the case of multiple insurance contracts, The mechanism for the return of the insured, the believers, if The multiplicity of.

To answer the previous problems shall apportion out this to the research included two chapters. The first chapter dealt with the rise of the multiplicity of insurance contracts. This chapter included into two sections. The first section included the regulations required the multiplicity of insurance contracts, the second section included Forms of multiple insurance contracts.

The second chapter included into the amount of the obligation of the insurance company to pay the compensation in the case of multiple insurance contracts. This chapter included into two sections. The first section speaking. The relative distribution of the insurance amount of not exceeding the value of the damages caused to the INSURED Thing. The second section cannot tamper with import quota nor dictate the mechanism of the return of the insured, the insurers in the case of the multiplicity of claim in the amount of insurance.

2. The dealt with the rise of the multiplicity of insurance contracts

Have fictitious insured, often to the conclusion of more than a decade insurance on the same thing, and in more than insurance companies seeking to achieve one of the goals:

First: to get full compensation for the damage suffered as a result of investigating the insured risk, through access to insurance companies that had insured including inverse proportion with coverage of both what is the order of the risk of the results.

Second: get compensation more than the value of the damage caused by a combination of compensation to more than insurance company was contracted to danger, and the talk about the rise of the multiplicity of insurance contracts require us to search in the controls to be available the multiplicity of insurance contracts, which put him in The first section, and offer in the second section of the forms of the multiplicity of insurance contracts.

2.1 Controls required the multiplicity of insurance contracts

Is silent on the definition of the Jordanian legislature multiple contracts for the Secretary-general, leaving this doctrine did well in particular that the definition of the work of the legislator, jurisprudence and not He was known as Abdul al Razzaq al Sanhuri² mark multiple insurance contracts that: "the numerous believers one thing in the interest of one, and the danger of one, and that the insurance contracts on the one time and the level of"

The English jurist P.W.D Redmond³ sorts it: "Numerous insurance contracts to one thing and one risk insurance contracts must be about one time in one level"

Through EXTRAPOLATION of previous definitions and descriptions can be inferred to be available to say multiple insurance contracts.

² Abo Razzaq Al Sanhoury or in the explanation of the Civil Law, vol. ii, decades, gambling and betting contracts and salary for life insurance, and Partk Publications al. halabi-lp, Beirut, Lebanon, 2000, p. 1613. The same meaning, Baha Bahij Shukri, insurance in the application, Law and Justice, the first edition publications dar althaqafa for Publishing and Distribution, Amman, 2007, p. 553, Musa Jamil hearts, general theory of insurance of civil liability, the first edition fo dar althaqafa for Publishing and Distribution, Amman, Jordan, 2006, p.204 the margin of No.(2), Nabil Mokhtar, insurance encyclopedia, publications, Alexandria University, Egypt, 2005.p21.

³ P,W,D Redmond, insurance. London.1970.p 179.

2.1.1 The first condition

The multiplicity of insurance contracts from the fire to the money of the insured, this is accomplished in the INSURED to him the conclusion of more than a decade to secure the money, in the same interest, the sense of the shop: the multiplicity of insurance contracts with the INSURED thing more than insurance companies, for example, home insurance against fire, to more than 197,300 different insurance companies, the purpose of these contracts to achieve personal interests which are in insurance things are often material⁴.

Thus, if the insurance of more than money or replace the insurance contract in these contracts cannot be in connection with the multiplicity of insurance contracts, and this was confirmed by the Jordanian legislature in article (937), which stated: "believe in something or interest of more than a believer.

2.1.2 The second condition: Each must cover the same peril giving rise to the loss

In the sense that the contracts cover one time period for all insurance contracts, for one year, for example, therefore, should not be varied in the form of multiculturalism⁵.

The question in this connection is the effect of the invalidity or dissolution of one of the insurance contracts when the danger will be here in connection with the multiplicity of insurance contracts? The answer is not devoid of two assumptions:

The first assumption: if the insured has concluded two decades later the invalidity or dissolution, one will not be in connection with the multiplicity of insurance contract, but one contract.

The second assumption: if the insured person has signed three contracts, for example, the hero or dissolution of the one we are in the process of multi-For the rest of the correct decades.⁶

In the former case is linked to the question that all such contracts in force when the insured risk of fire, if not only one contract in force when the danger does not be about the multiplicity of insurance contracts for the expiration of the commitment of believers who had their contracts extended into force when the risk of theft and keeps his back to the insured person, which is still the insurance contract concluded with him come into force⁷. Do say: to be in front of the state of the multiple insurance contracts the above conditions must be combined, but not more than the total value of the insurance amounts specified in multiple contracts for the value of the money of the insured, in application of Article 937-2) rulers of the Jordanian Civil law which stated:" it must not exceed the value of the insurance - if the multiplicity of believers - the value of the object or the INSURED interest".

2.1.3 The third requirement

That the multiplication of insurance contracts of damage in our insurance, the risk of fire⁷, the basic pillar of this insurance is as such compensatory time off, which is known as the right of the insurer to obtain compensation from the INSURER when the insured risk, equivalent to the amount of the

⁴ Nabil Mokhtar, *ibid.*, p. 51, Moussa hearts, *op.cit.*, p.241, Ahmed Sharaf al-Din, the insurance provisions in the law and the judiciary comparator study, Third Edition, the Judges Club, Cairo, 1991 p,266.Samir al-Sharqawi, danger in marine insurance, the National House for Publishing and Distribution, Cairo, 1966, p. 107, Mohamed Hossam Lotfy, General provisions for insurance, comparative study between Egyptian and French laws, Third Edition, Al nseral althabe printing, Cairo, 2001, p. 168 .

⁵ P,W,D Redmond, insurance, *op.cit.* p179.

⁶ Ahmed Sharaf al-Din., *op.cit.* p. 168, footnote (2), Bahaa Eddin Hawairah, Master Thesis the implications of the holding of liability insurance, comparative study, master thesis, University of success, in Nablus, Palestine, the academic year 2008.p128. Bahaa Bahij Shukrik. *op.cit* , p. 555

⁷ Which reference is a mechanism that the Jordanian legislature has addressed the question of the plurality of insurance contracts in organized for fire insurance limited the application of the idea of the plurality of insurance contracts for this type of insurance, the insurance of the fire? Or whether it also includes all forms of insurance from damage both responded to the things or from civil liability? There is no doubt that the question of the plurality of insurance contracts apply to all photos of the damage, the insurance is not limited to the insurance of the fire, which the legislature veins for example and not to limit, on the one hand how to distribute the insurance amount in case of multiple insurance contracts is not limited to the insurance against fire, but includes all forms of insurance from damage. Add to this that the inadmissibility of compensation more than the amount of the damage to already aware of him is not consistent with the principle of compensatory character that governs the insurance contracts of damage, and therefore what is applied in the case of multiple insurance contracts fire applies to all insurance contract of damage .

losses and damage to it, including all the conditions does not exceed the amount of the agreed insurance.⁸

One of the most important consequences of the Inadmissibility of combining the amounts of insurance contracts, if the total amount of insurance cover more than the amount of the damage already aware, the aim of the fire insurance reparation already aware of him⁹, in the case of investigating the risk of fire in the former assumption will not get.

Insured, but compensation in the amount of his damage so that insurance is a way to enrich the insured, the insurance company account without reason.¹⁰

That the question of the plurality of insurance contracts do not depart from the following images, the first is the situation with regard to the fact that the total amount of insurance, and compensation would be insured, is equivalent to the value of the damage, the second garner the situation with regard to the multiplication of insurance contracts, including more than the real value for money by the insured against fire so as to get insured, for risk of fire on the amount of compensation of more than the amount of the actual damage to it, which put him in the second section which we devote to study the photos of the multiplicity of insurance contracts.

2.2 The multiplicity of insurance contracts

Talk about pictures of multiple insurance contracts linked to the amount of the total amount of insurance, contained in the insurance contracts compared to the value of the object of the insured, and the consequent amount of the amount of compensation paid to the insured, when the risk of fire, so that it is equal to the value of the damage and no more than the insured value of the object, or that the total of the amounts contained in the multiple insurance contracts plus the value of the thing insured, and being aware of getting compensation more than the value of the money of the insured in the case of all.

The following is a breakdown of these enclosed: the first photo: in the form of the multiplicity of insurance contracts, the aim of the insured seeks to obtain compensation to cover all the damage, where the total amount of insurance cover the Rose in multiple insurance contracts not exceeding the value of the object of the insured, where the combined to obtain full compensation for Damage, for example like someone who believes in his house against fire to more than insurance companies, the speculative to the first company in the amount of (15) thousand dinars, and conclude an insurance contract to another company for the same amount of money (10) thousands dinars note that the value of the home is (25) thousand dinars, when investigating the risk of a fire will get the amount of compensation from companies including inverse proportion with the insurance amount in case of total loss of the object of the INSURED caused by fire, and in the case of partial loss gets a percentage of the amount of insurance cover by the damage, with the value of the object of the insured¹¹.

In sum: that the multiplicity of insurance contracts in this case that the insurer determines its commitment to compensate the amount of the losses and damage to already aware by the total sums insured for the same thing.

This is the image of the multiplicity of insurance contracts in the so-called complementary insurance and image that the insured, the insurance company for compensation for damage to the insured thing, an object covering the insurance contract concluded with it, for example, (20) thousand dinars, and the other company., is the limits of their commitment by increasing the amount (i.e. over 20 thousand dinars, in this case, the insured will not be able to have the second company for

⁸ Thus, if the losses that were already aware of him as a result of investigating the insured risk to increase the amount of insurance, it will not happen in this case, but the insurance amount agreed upon, if the losses were less than the amount of insurance will not get compensation only to the extent of such damage .See: Mohamed Youssef al-Zohbi, insurance contract a comparative study between the positive law of Islamic jurisprudence, Phd Thesis, University of Cairo, the academic year 1983, p. 93. See: Khalil Mustafa, assessing the amount of compensation and the rights of the insured to pay, Dar Hamid for publishing and distribution, Amman, Jordan, 2000, p.32. Kamran Sabbagh, compensatory capacity in securing damages, Phd Thesis, University of Cairo, the academic year 1983, p. 57

⁹ See: Khalil Mustafak op.cit., p.32.

¹⁰ See: haitham masarweh, hand-picked in explaining the insurance contract, first edition, thraa for publishing and distribution, Oman, 2010, p. 78, kamran sabbaghk. op.cit, p. 57.

¹¹ See, eabd alqadir eatari. op.cit, p. 350, haitham masarweh, op.cit., p.200sidelines No.(1) Ahmed Sharaf al-Din, . op.cit, p.

compensation, except in one case, the fact that the amount of the damage as a result of investigating the damage of more than (20) thousand dinars¹².

This situation is what is stated in the second paragraph of article (937) of the Jordanian Civil law which stated: " 2: we must not exceed the value of the insurance - if the multiplicity of believers - the value of the object or the insured interest ".

As falling within this situation is called jurisprudence is intended "collateral": Insurance a percentage of more than insurance companies as percentages of the value of the money of the insured against the risk of fire so that all.

Insurance companies cover part of the damage or one sixth or five of its value when the insured risk, in this case will not get insured, compensation for damage to a whole not more than the insured value of the object when the danger, even if it amounts to more than the value of the insured thing until insurance is not a source of enrichment for no reason. In short: the insured, not the insurance companies have the amount become the more than the value of the insured thing a time of danger.¹³

The second picture: the multiplicity of insurance contracts exceeded the value of the object of the insured at the time of the fire, this situation obliges the INSURER to sign several insurance contracts The value of insurance for the value of the sums insured thing a time fire risk insurer, pictures of securing overemphasized, through the multiplicity of Oud insurance, which was called the collective insurance jurisprudence¹⁴ and Al Qaeda here the inadmissibility of the conclusion of more than a decade to secure more than the insured value of the object, and that the insured, would not get compensation more than the value of the thing insured, and obtain compensation for more than the value of the money, which is enriching for no reason. Called¹⁵ jurisprudence on these pictures (the principle of participation): It is meant to be the distribution of damages and losses resulting from the Check fire risk, the subject of the Insurance, among believers, each one of them by the insurance amount contained in the insurance document issued by them¹⁶.

This hypothesis raises the problem of determining the amount of the obligation of the insurance company for compensation in the case of multiple insurance contracts The Synchronised distress more than the value of the money of the insured against fire, which put him on the second chapter.

3. The amount of the obligation of the insurance company to pay the compensation in the case of multiple insurance contracts

Tells us that the amount of the obligation of the insurance company to pay the compensation in the case of multiple insurance contracts talk about the amount of the obligation of the insurance company when the insured risk, the true value of the object specified by the insured person at the time of investigating the insured risk, in addition to the value of the total damage caused by, and the obligation of the insurance company for compensation for the least in value between them .In the case of multiple insurance contracts will not get insured, the compensation not commensurate with the value of the damages caused to the insured money attic of some of the total insurance amounts agreed upon in the insurance contracts be replaced with money insured of the fire, and different way back insured, the insurance company insurance claim amount.

The Jordanian legislature has devoted the principle of participation in Article(937-2) which stated: 2. and must not exceed the value of the insurance - if the multiplicity of believers - the value of the object or the insured interest",

¹² Jalal Mohammed Ibrahim, Insurance, comparative study, 1994, p. 320, bahaauddin khuweirehk. op.cit, p., 128, Mustafa al Jamal, the mediator in private insurance in accordance with the law of the Civil Transactions of UAE University Publications, the United Arab Emirates, the academic year 1997-1998, p. 450..

¹³ Mustafa al Jamal. op.cit p 450

¹⁴ Mohammad Kamel Mursi, explaining the new civil law contracts called, part III, the insurance contract, Impfimre al e alami , Cairo, 1952, p. 245, haitham masarweh, p. 199, footnote.(1)

¹⁵ Unlike the insurance contract to persons so as such compensatory time off, it can be a passport to combine the amounts of insurance in the aunt of the multiplicity of insurance contracts some of the total. See: kamran sabbagh. op.cit, p. 111, Muhammad al-Zohbik. op.cit., p. 165

¹⁶ Bahaa Bahij Shukrikk. op.cit., p. 554.

As stated in Article (938): "If the insurance of a thing or an interest in more than a believer in amounts totaling more than the value of the object or the INSURED interest was every believer is bound to pay a portion equivalent to the ratio between the sum insured and the value of the combined insurance without exceeding the total insured value of what is paid to him from the fire."

In the light of the foregoing shall apportion out this tells us that he desires to deal with The first section: Not to be exceeded what the INSURED, the amount of compensation from the believers what the damage, either the second section: cannot tamper with import quota nor dictate the mechanism of the return of the insured, the insurers in the case of claim in the amount of insurance.

3.1 The inadmissibility of the exceeded what the INSURED, the amount of compensation from the believers what the damage

That the problem of determining the amount of compensation would be insured, at risk with the availability of multiple insurance contracts be raised in the event that the combination of these compensations to more than a company, including more than the value of the insured thing, as is the case in the collective insurance Collateral insurance including more than the value of the thing insured, in the case of multiple insurance contracts.¹⁷

The Jordanian legislature has necessitated the insured, in the case of multiple contracts so notified the Insurance Company¹⁸ that the work of the countervailing principle of capacity in the insurance contract from the fire to require the insurer to inform the insurance company the situation with regard to the plurality of insurance contracts concluded, regardless of the value of the total insurance amounts whether equal to or more than the value of the insured thing¹⁹ In the article (937/1) of the Jordanian Civil law: "a must believe in something or interest of more than a believer to notify each other insurance and the value of each of the names of other believers".

It should be recalled that the Jordanian legislature certain must be respected in the health of these risks may be mediated by the messenger, or through the writer The administration of justice, or by letter, in order to avoid any controversy on the question of whether or not the proof of the dangers may arise between the insurer and the insured, I see that the text should follow certain formal which must be taken into account, and the recorded message is guaranteed access²⁰.

An insured must also notify the insurance company details insurance contracts concluded with the INSURED thing, where the names of insurance companies, insurance, Installment amount, regardless of the number of insurance contracts concluded is the obligation to notify, the mere

¹⁷ Thus, this problem does not arise in the case of supplementary insurance to more of the insurance company so that there is an element of the bad faith and unjust enrichment at the expense of believers, where effective proportionality between the amount of compensation with the amount of damage and loss caused to the already aware of him, as well as in the case of Collateral insurance certain percentages to the Bam insurance companies no more than the insured value of the object.

¹⁸ The importance of communication show multiple insurance contracts from the following aspects: First: insurance company accounts of profit and loss is linked to the determination of the amount of the premium which abides by the Pycnocline INSURED, which is linked to the amount of insurance, therefore if the insurance company has learned from the presence of more than an insurance contract, it would have increased the value of the premium. Secondly: The insured access to compensation in the insurance of the fire, not more than the value of the damage caused by what is known as the compensatory capacity in the insurance of damages, which enjoins the inadmissibility of insured, compensation more than the value of the damages, and therefore in the case of multi-insurance contracts, including moer than the value of the thing insured to for profit and enrichment without cause at the expense of the insured persnon. Abdullah Khalil Mustafak. op.cit., p. 158.

¹⁹ Mustafa al Jamal, . op.cit., p. 451.

²⁰ Have been made to the insurance company that the question of the existence of more than a decade to be in the form of a question directed to the INSURED when the insurance application where: the existence of other insurance covering the same risk, and the amount of insurance, installment. See; eabd alqadir eatari, . op.cit., p. 352, haitham masarweh, ibid., p. 199, footnote (1) .the sense that this commitment is located within the obligations of the INSURER to make information on the danger in good faith. Although the mute insured, the insurance request the question of the plurality of insurance contracts within the applications of Article (928), which says: " If the mute insured, bad faith or provided a statement is incorrect to reduce the importance of the insured risk or lead to a change in the theme or if breached the fraud to fulfill its promise to the insured was asked to annul the contract with the provision to the premiums due before this request. 2. If the distinction has no fraud or bad faith, the insured must upon request annulment should respond to the premiums paid by the insured person or received as much in the interview did not bear the risk. It is not the work of the presence of special text on the subject of the multiplicity of insurance contracts and solutions, the text of the article (938) of the civil law.

existence of multiculturalism should²¹ The Jordanian legislature was silent about the reference to the essential point the timing of communication, which can be said here that the time and the time of the communication is tied to the science of the insured, the existence of a plurality of insurance contracts The mere science is located is reported, and the imposition of the non-signed a contract on the money of the insured risk fire without the knowledge of the insurer, the mere knowledge of the insured, it must inform the insurance company to do so²².

The question in this regard: SANCTION in the case of a breach of the insured, the previous commitment?

She replied to this article (938) of the civil law which stated: "If the insurance of a thing or an interest in more than a believer in amounts totaling more than the value of the object or the INSURED interest was every believer is bound to pay a portion equivalent to the ratio between the sum insured, the value of the combined insurance without exceeding the total insured value of what is paid to him from the fire."

The surface of the EXTRAPOLATION of the previous article that the Jordanian legislature does not distinguish between good and bad faith on the part of the insured, where the amount of the insured will get a compensation in the event that the insured risk of fire, when multiple insurance contracts to no more than the amount of the losses and damage²³ to the insured thing because of the fire, the value of the object of the insured with the insurance amount compared to the total insurance amounts to no more than what will happen to the amount of the damage .While going part of the jurisprudence to say: In the case of bad faith, any failure of the insured to notify the insurance company of the existence of more than a decade to be bad faith, seeks compensation for more than the value of the thing insured, and Profit at the expense of the insured person have to enrich, meaning availability of cheating and swindling, here, the insured²⁴ has the right to invoke the invalidity of the rest of the contracts, with the right to retain in the premiums paid, which would be met by the end of the insurance year. Which is considered as a compensation for the damages suffered by the company in accordance with the general rules of civil liability, and that he will not get any INSURED, the compensation of any fall of the right to social security in the case of fire to achieve the insured since the compensatory capacity in the insurance of the fire of the general system of the agreement may not derogate from its provisions, in case the INADMISSIBILITY of the insurance of the insured to the insurance company, including more than the insured value the truth of the object.²⁵

There is no doubt that determining the amount of the obligation of the insurance company to pay the insurance amount when the insured risk is not limited to the amount of damage to the already aware of him, or the insurance amount agreed upon in the insurance document.

But there is another element added to them of great importance, the value of the insured thing²⁶. I think that it is not consistent with the text of article (937/2) of the Jordanian Civil La, which remained silent about the distinction between cases of fraud, fraud any element of the bad faith of the multiplicity of insurance contracts until access to insurance more than the value of the damage being the security of the amounts listed insurance companies including more than the value of the money of the insurance Which require the intervention of the Jordanian legislature and this issue is discrimination in penalty between good and bad faith on the part of the insured, when multiple insurance contracts so that in the case of reported the insurance company multiple insurance contracts apply the provisions of Article (937) of the civil law in the case of not informing the consequences of invalidity insurance

²¹ Abdul Razzaq Al Senhoury, op.cit., p. 1612. eabd alqadir eatari. op.cit., p. 352, haitham masarweh, . op.cit., p. 199, footnote (1) .the sense that this commitment is located within the commitments of the INSURED to make information on the danger in good faith.

²² Abdul Razzaq Al Senhoury, . op.cit., p. 1616

²³ bahaauddin Khawailah op.cit., p. 130, Ahmed Sharaf al-Din, ibid., p. 250, Mustafa Abdullah, op.cit., p. 153, Nabil Mokhtar, ibid., p.51, Moussa hearts., op.cit., p. 241

²⁴ see eabd alqadir eatari. op.cit., p. 184, 352

²⁵ It should be recalled in this connection that the Jordanian legislature did not mention explicitly to the text as such compensatory time off in insurance damage but this does not mean not introduced, especially as it related to public order the universal norm in insurance coverage in the insurance documents. See: Saadoun Al Zunaibat, insured solutions replace insured, in reference to the non-responsible for damage, Master thesis, Mutah University, Karak, the academic year, 2005, p. 15 and beyond, Khalil Mustafa. op.cit, p. 42.

²⁶ Bahaauddin Khuweireh, . op.cit., p. 138. Alaa Abdul Hafiz Muhairat op.cit., p. 142.

contracts with the retention of the premiums paid to the insurance company which will pay the insurance during the year during the piece with the fall of the right of the insurer to obtain the guarantee that incident.

If check multiple insurance contracts what are the means by which an insured can refer to the believers for compensation what will allocate to study the second requirement. The second section of the mechanism by which an insured can refer to the believers, for compensation to achieve the risk of fire²⁷.

3.2 The mechanism by which an insured can refer to the believers, for compensation to achieve the risk of fire

Of article (937/2) of the civil law that the lawmaker select the method by which the insured back to the believers, the multi-stakeholder dialog and the risk of fire INSURER The insurer of the as follows:
- the INSURER to refer to each of the contracted insurance companies for the amount worth in danger rebuffed when the amount of its share of the insurance amount of an application of the rule of relative reduction therefore, any of the faithful not binding to fulfill the completeness Amount of insurance, but the limits of its commitment by its pro rata share²⁸.

In the sense that the back is the distribution of the insured, the compensation insurance by the insured amount to each company to the total sums insured.²⁹

In the sense that the insurance contracts in the case of multiple nationality be shared, is the responsibility of all insurance companies, the obligation to pay compensation by the amount of insurance for each insurance company under the insurance contract concluded with each of them³⁰.

It should be recalled in this regard that an agreement could be reached on what is contrary to how to refer in the text of article (937/2) of the Jordanian Civil Law, while maintaining the basic rule that the total will get it insured, not more than the value of the damages caused to him, the sense of proportion of each company to pay compensation including inverse proportion with the insurance amount agreed with each and therefore adhere to the insurance amount would be insured and the insurance companies handcuffs:

First limitation: the amount of the losses and damage suffered as a result of the Check the risk of fire.

The second limitation: the amount of the agreed insurance to all insurance companies³¹.

Manaa not therefore agree on the existence of a condition of solidarity among insurance companies for the insurance amount of the receivable, meaning that due to any of the insurance companies to claim the insurance amount owed or refer to each company to an end .It can also agreed that the reference to each company to withdraw the date of conclusion of the contract and not smell sense refer to the Oldest to Newest³².

4. Conclusion

The study dealt with the problem of multiplicity of insurance contracts from the fire on the same INSURED, in the Jordanian Civil Law, this study has reached a set of conclusions and recommendations are as follows:

4.1 Results

The legislative regulation of the problems involved are the multiplicity of insurance contracts within the rules for the holding of fire insurance.

²⁷ Jalal Ibrahim, . op.cit., 335, Ahmed Sharaf al-Din, . op.cit., p. 169.

²⁸ See a part of the jurisprudence that the solution in this case by reference for compensation to the former insured in the history of the conclusion of the insurance contract with him, the subsequent insurance companies in terms of the date of conclusion of the contract is limited their role in supplementing the amount of compensation, including more than the amount of the insurance in the decade football in history(the first decade). Mahmoud Jamal eddin Zaki, civil problems, purveyors agreements regarding liability, part II, Impfimre University Cairo, Egypt, 1990, p. 292.

²⁹ Ahmed Sharaf al-Din. op.cit. , p 169

³⁰ Mahmoud Jamal eddin Zaki, . op.cit., p. 292.

³¹ See Ahmed Sharaf al-Din, . op.cit., p. 170.

³² Samir al-Sharqawi, . op.cit., p110 et.

Secondly: the weakening of the legal texts set out how the access of INSURED, the insurance amount if the risk of fire, multiple insurance contracts many of the deficiencies and shortcomings are the following:

1: the requirement for the Jordanian legislature of the insured to notify the insurance company of the contractor with the presence of more than fire insurance contract the insured capital, but Lawmaker was silent on the identification of specific form in this notification, it did not indicate the time and the time at which notification should be located.

The work of the countervailing principle of capacity in the insurance contract from the fire to require an insured to notify the insurance company the situation with regard to the plurality of insurance contracts concluded, regardless of the value of the total insurance amounts whether equal to or more than the value of the thing insured.

2: whether signed notification from the insured or is not the result would be one which each believer bound to pay a portion equivalent to the ratio between the sum insured, the value of the combined insurance without exceeding the total insured value of the pay for damage suffered as a result of investigating fire risk INSURER.

In the sense that the question of the good or bad faith on the part of the insured, associated with the notification to the insurance company of the existence of multiple insurance contracts do not have any effect on the Rights of the insured person to receive compensation, a bug that requires a review of the need to distinguish between good and bad faith on the part of the insured, so that in the event of proven bad faith insured dropping the right to obtain compensation although check the insured risk and all insurance premiums to which would have been the end of the financial year of the right of the insurer with the invalidity insurance contract .In the case of good faith and the insurer to notify the insured person multiple insurance contracts, the obligation on insurers to pay compensation to the insured is commensurate with the amount of insurance for each of them that the total compensation including not more than The amount of damage to the already aware of him available to achieve the risk of fire.

4.2 Recommendations

In the light of the passion of the results, we recommend the Jordanian legislature to reconsider the rules governing the issue of multiple insurance contracts from the fire we propose the following texts:

First: a must believe in one thing or interest and one to the danger of more than a believer should notify the incoming former believers within fifteen days of the maximum, this includes notification of the names of other believers and the amount of insurance installment and in each of these contracts and committed to this notification some consideration for the value of this insurance.

Secondly: Should be this notification for all believers the book recorded the knowledge access.

Third: If the INSURED did not commitment to danger or delay without legitimate Sorry, the contract is located.

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