



Science Arena Publications
Specialty Journal of Politics and Law

ISSN: 2520-3282

Available online at www.sciarena.com

2019, Vol, 4 (4): 8-18

An Analysis of Dower Insurance in Iranian Legal System

Azadeh Azardar¹, Majid Doroudian^{2*}, Tahmineh Rahmani³

¹Department of Law, Faculty of Law, Electronic Tehran Branch, Islamic Azad University, Tehran, Iran.

² Assistant Professor, Law. Department of Law Payame Noor University (PNU), P.O. Box, 19395-3697, Tehran, Iran.

³Assistant Professor, Law. Department of Law, Faculty of Law, Electronic Tehran Branch, Islamic Azad University, Tehran, Iran.

*Corresponding Author

Abstract: *The present study aimed to determine the position of dower (Mahrieh) insurance in the Iranian legal system and to examine the conditions as well as the main advantages of dower insurance in the Iranian legal system. The research method was descriptive, documentary and analytical containing a qualitative analysis. Dower insurance is one type of insurances in Iran. The insurance conditions have been determined in such a way that it can cover just some dowers or part of them. In fact, dower insurance is considered as mixed life insurance whose purpose is to invest and save money in order to bail the wife out. In the dower insurance, the husband makes a long-term or short-term contract with the insurance company, and he pays a certain sum or sums of money monthly or annually, or even to pay all the money in cold cash to the insurance company. In return, the insurer is obliged to pay his wife's dower when the contract comes to a conclusion regarding the amount and size of the selected capital.*

Keywords: *Dower, Insurance, Dower insurance, Lien, Family Protection Law.*

INTRODUCTION

Dower (Mahrieh) is one of the women's financial rights in marriage in the Iranian family law system. Dower has some social functions such as giving a sense of security towards the future for the women (Tabataba'i & MohammadzadehYazd, 2011: 66). Dower is a mandatory payment, in the form of money or possessions paid by the groom, to the bride at the time of marriage that legally becomes her property which the husband is obliged to pay (Saber et al., 2017: 3). However, today, dower is often regarded as a tool for a rainy day, so that in recent years; there have been plenty of cases in Family courts where women demand their dower not only in time of divorce but also during married life. Consequently, in recent years, the increase in conflicts between wives and husbands has incremented the number of dower prisoners and has shaken up the foundations of families in Iran. In order to solve the problems related to the demands for dower, a proper solution has been presented namely "dower insurance" in the legal system of Iran. The purpose of this study was to investigate the position of the dower insurance in the Iranian legal system. It also examined the determination of the dower insurance conditions in Iranian law. The research method was a combination of descriptive, documentary and analytical methods that ended with a qualitative analysis.

Dower insurance was initiated by Iran Insurance Company in Iran in 2002, and the insurance policy is covered by the Insurance Law approved in 1937 and the general terms of the life insurance policy of the Supreme Council of Insurance, and it also consists of certain conditions (Hatami & YasiniNia, 2015: 172).

The main role of the insurance is to create financing that is the source of the psychological and economic effects. A policyholder is seeking to pre-compute and control his affairs under the insurance. Insurance can meet the policy holder's needs for financial security in his economic activities and also create a sense of trust in the future. Since the family is one of the most important components of the social system, it is very important to make a psychological security for its members. There are several programs such as dowry insurance, dower insurance and divorce insurance which can make arrangements to reduce the family's concerns for dowry, dower and the status of women after divorce (Tabataba'i & MohammadzadehYazd, 2011: 66).

Dower insurance is one kind of insurance and in order to explain the nature of this insurance, it is necessary to examine the insurance type along with the features of this contract. In fact, dower insurance is an institution which enhances the women's hope to achieve their dower and declines the number of dower debtors in the prison under a policy namely "decarceration" in the judicial system of Iran. Dower insurance policy is a sure guarantee to pay the entire or part of the dower and it is a proper financial support that couples can take advantage of it (Hatami & Yasiniyinia, 215: 163 & 171). Regarding the dower insurance conditions and since insurance can cover some dowers, women hope that their future economic security will be realized and they will not face any problems to get their dower (Tabataba'i & MohammadzadehYazd, 2011: 66). Dower insurance is mixed life insurance which has been attached by the accident insurance policy which adds up to the benefits of this insurance for the woman and covers the "life", "death" and "health" of the policyholder (husband) (Hatami & Yasini Nia, 2015: 172 and 173).

Dower plays a significant role in marriage. According to Islamic laws, dower is a gift given by the husband to the wife at the time of marriage. Dower has a special status in the family legal system and as a woman's financial right in her marriage, but it has been less concerned from non-legal perspectives (Asadipour et al., 2012: 15). In spite of the fact that in the Islamic teachings, it has been recommended and emphasized on determining low dower while high dower has been detested, in recent years, the dower amount has increased significantly. Although the dower plays a fundamental role in the family legal system and it is one of the women's financial rights during the marriage, it has been less taken into account from non-legal perspectives (Saberri et al., 2017: 2). It should be noted that according to some experts, dower can compensate for the divorce problems in case of divorce. In Iran, women suffer more from the divorce rather than the men because they are less likely to be remarried than men. Besides, they usually do not have profitable financial resources, on the other hand, women do not have any social insurance. In these circumstances, paying the wife's dower, especially if it is a significant amount, can partly mitigate the problems after the divorce and the families' tendency for high dower may be due to this point (Asadipour et al., 2012: 18). Based on the existing models in the dower insurance, the husband makes a short-term or long-term contract with the insurance company to pay a certain sum or sums of the money monthly, annually or, all in cash. He pays to the insurance company and in return, the policyholder is obligated to pay the dower at the conclusion of the insurance contract according to the selected and determined capital. In case the duration of the contract has been determined, the insurance company returns the entire paid money along with its benefit to the wife. In case of the husband's death prior to the conclusion of the insurance contract, the principal capital of the insurance policy is paid to his wife, and if the husband dies in an accident, the insurer pays double of the principal of the insurance policy to the wife (Hatami & YasiniNia, 1394: 165). In Iranian law, the main advantage of the dower insurance is to make an individual assured to deal with the possible dangers that are referred to as insurance risks (Khatami Firouzabadi et al., 2011: 5). The contract of dower insurance is to pay the entire or part of a debt to the wife under the title of dower (Mahriya). It means that the husband attempts to pay off his debt through investing and saving. As the dower insurance is a kind of saving and investment, only an

unascertained dower is covered by this type of insurance, since the ascertained dower is possessed by the wife as soon as the marriage takes place and the husband is obliged to pay it (Hatami and Yasini Nia, 2015: 166). According to the abovementioned, it can be stated that the dower insurance in the legal system of Iran has various aspects and dimensions. Therefore, it is required to take these aspects and dimensions into account to obtain a wide knowledge of implementing them practically. Hence, this study examined the position of dower insurance in the legal system of Iran analytically.

Research Questions

1. What is the position of the dower insurance in the legal system of Iran?
2. What are the conditions of the dower insurance in the legal system of Iran?
3. What is the main advantage of the dower insurance in the legal system of Iran?

Definition of key terms

Dower (Mahr): It is a capital that the husband is required to give to his wife at the time of marriage. The requirement for the possession is based on the law and it is not contrary (Tavajohi & Malekshah, 2013: 43).

Mahrieh: It is an Arabic term that is more common among the people, while it is not mentioned in the holy Qur'an. Instead, other terms such as "Sedagh", "Nehlah", "Farizah" and "Ajr" are mentioned in Quran's verses for the term "dower". In Persian, the term "Kabin" is used for the dower. Kabin means "Sedagh" (honesty) which is a sign of the husband's honesty in love with his wife. Perhaps the best definition for the term dower is "a man's gift to a woman in order to make her satisfied for the marriage. As in verse 4 of Nessa surah, God says: "And give the women [upon marriage] their [bridal] gifts graciously"¹. The Arabic term "Nehlah" means a dower which is given to the woman graciously. Here, in the sense of sincere or merciful, is forgiveness paid from the satisfaction of the man to the woman (Abba and Naftati, 2013: 47).

Legal Nature of the Dower

In Islamic law, dower is regarded as the wife's financial right of the marriage contract which makes the husband obliged to pay it (Hatami and YasiniNia, 2015: 163). Thus, in the definition of dower, jurists have paid more attention to the issue of the wife's possession and said: "dower is a capital that the wife possesses prescribed by the marriage and the husband is obliged to pay it. Also, the dower is a capital that the man is obliged to pay to the woman on occasion of the marriage. The requirement to possess something is based on the law and not on the basis of the contract (Katouzian, 2009: 131).

Iranian legislators provided no definitions for the term dower, but they assigned numerous articles of civil law to the dower, its types, its decrees and its consequences. Following this codified procedure, the law writers have often sufficed from explaining and elaborating the aforementioned. However, some law writers defined dower as "a capital makes the man obliged to pay at the time of marriage contract". In other words, they consider it a certain and specific capital; "it is commonly given to the wife by the husband or he makes himself in debt in favor of his wife". Regarding the above definitions, in the first definition, the exclusiveness of the dower in the marriage contract has not been taken into account; and also in the next definition, the inclusion of the dower on the ascertained capital after the marriage contract has been also stipulated (Mohagheh Damad, 2011: 300).

Under Article 1078 of the Civil Code, dower can be assigned for anything that has proprietary worth and it can be possessed. However, it is possible to define the dower as a capital that a husband pays for the marriage to a woman. However, the wife shall be entitled to half of the definite dower, if the marriage is dissolved before consummation by husband's action and if not he is obliged to pay the entire dower (Qayoum Zadeh & PourNemati ShamsAbad, 2018: 11-12). In fact, the Iranian legislators discussed a number of civil law provisions to the dower's types, decrees and consequences. The law writers have adequately elaborated and described these issues regarding the legislator's procedure.

¹ «وَأَتُوا النِّسَاءَ صَدَقَاتِهِنَّ نِحْلَهُ»¹

Anyway, the dower has an independent legal title in Iran law, and it is a part of the rights and duties of the husband and wife to each other. Thus, since women are inherited lower than man according to the Islamic law, and due to the absolute power of the husband in divorce, a man is obliged to pay a capital to the woman at the time of marriage. This definition of the dower is not a real definition, but a kind of the dower's philosophy of the religion. Apparently, the best and the most complete definition of the dower is a combination of Jafari Langroudi and Katouzian's definitions. Accordingly, the dower can be both *Inda Motalebe* (on demand) and *Inda Istita'a* (able to pay), and as the marriage contract takes place, the woman possesses this dower and husband is obliged to pay it. In other words, dower is an obligation and a debt for the man and he is obliged to pay his debt (Qayum Zadeh and PourNemati Shamsabad, 2018: 12).

The Concept of Dower Insurance

Dower insurance is an institution that enhances the women's hope to achieve their dower and declines the number of dower debtors in the person under a policy of "decarceration" in the judicial system of Iran. Dower insurance policy is a sure guarantee to pay the entire or part of the dower and it is proper financial support that couples can take advantage of it. Meanwhile, it is not a problem if the husband pays the dower to his wife prior during married life in order to appreciate her efforts in the family and to make a saving for her (Hatami & YasiniNia, 2015: 163).

Based on the existing models in the dower insurance, the husband makes a short-term or long-term contract with the insurance company to pay a certain sum or sums of money monthly, annually or, all in cash, to the insurance company and in return, at the conclusion of the contract, the insurer is obligated to pay his wife's dower according to the selected and determined capital. In case the duration of the contract has been determined, the insurance company returns the entire paid money along with its benefit to the wife. In case of the husband's death prior to the conclusion of the insurance, the principal capital of the insurance policy is paid to his wife, and if his death is due to the accident, the insurer pays double the principal of the insurance policy to the wife. However, the death of a policyholder (husband) or his disability during the duration of the contract results in his exemption from payment of the residual of the installment. In case they get divorced after six months of making the insurance contract and before the termination of the policy period, the saving of the insurance policy belongs to the woman until the date the man paid it (Hatami & YasiniNia, 2015: 165-166).

Dower Insurance Plan

Today, the insurance contract is accepted as an ascertained and independent contract. Dower insurance is an insurance that needs to be taken into account regarding its nature, features and type (Hatami and Yasini Nia, 2015: 171). Dower insurance policy is a reassuring guarantee given by the husband to the wife to pay the entire or part of the wife's dower. According to this insurance, as the marriage contract is registered, the husband is obliged to open a bank account titled "life expectancy insurance" for his wife, and he is supposed to pay 10% to 20% of the total amount of the dower at the outset, and then he is required to pay his wife's dower under the insurance policies (Tabataba'i and Mohammadzadeh Yazd, 2011: 74).

It is not necessary that the dower insurance policy be based on the definite dower in the marriage contract or its equivalent, but it can be less or even more than the amount of the dower. Besides, the dower insurance does not waive any obligation on the man to pay a woman's dower upon the woman's demand, unless the couples have agreed on it and recorded the agreement based on which the agreed amount can be subtracted from the original dower. Otherwise, if the woman is divorced or demands her dower, the man is obligated to pay all the dower. In this insurance policy, the policyholder needs to be the husband and the user is just the wife. However, the policyholder can be either the husband or his father or anyone who pays the premium. However, according to the insurer's obligations, at the conclusion of the contract, the insured's payment of the insurance belongs to the wife; in case the premiums have been paid completely (Tabatabaei & Mohammadzadeh Yazd, 2011: 74-75).

In this case, if a woman got divorced on demand of the husband or the court rules to divorce, due to the impossibility of married life, she is paid monthly regarding the amount of investment and approximately equal to the average salary of the employees. The man is also obliged to pay the residual to the woman's dower insurance account. However, if the woman insists on getting divorce, the man will be exempted from paying the residual of the dower. (Tabataba'i & Mohammadzadeh Yazd, 2011: 75).

The dower insurance plan is, in fact, strong backing for the women, though at first glance, it seems to be beneficial to the men. However, paying a certain sum or sums of money for the dower insurance makes the dower insured and the money is provided to the women. According to the statistics, most divorces happened in the first five years of the married life. To insure the wife's dower, the husband can count the value of the gold coins in cash and then go to the insurance company and make a contract to pay it in the installments every month. In fact, the dower insurance does not take into account the increase in price of the gold coins. In the contract for the dower insurance, for example, if the dower is supposed to pay 110 gold coins, the equivalent amount is determined on the day the contract is set up and then the installment is paid every month. During the period of paying the installment, the husband cannot terminate the contract. In fact, the man is just a policyholder and the woman has the right to terminate the contract and so on.

The dower insurance policy is an assuring guarantee to pay the entire or part of the dower and it is a proper financial support that the wife can take advantage of it as follows:

1. If the husband is alive at the conclusion of the insurance policy period, the principal capital of the insurance policy is paid to the wife all at once or permanently.
2. In case of a total permanent disability prior to the conclusion of the insurance contract, the policyholder will be exempted from paying the next installment premium until the end of the insurance period and the insured's obligations will be fulfilled in due time.
3. In case of the policy holder's death during the policy period, the main capital of the insurance policy will be paid to the wife.
4. In case of the policy holder's death due to the accident, the double amount will be paid to the wife.
5. In case they get divorced after six months of making the insurance contract and before the conclusion of the policy period, the saving of the insurance policy belongs to the woman until the date the man paid it

As soon as the wife has passed, at least 6 months from the date of commencement of the insurance and payment of the relevant premium by the insurer and prior to the conclusion of the insurance policy period, the savings will be paid to the insurer until the date of payment of the premium.

6. The wife contributes 85% to the benefits of insurance operations in this sector and she will be paid in case of forming such interests, the principal capital of the insurance policy in addition to the interest generated by the interest in the partnership belonging to her.
7. The wife may apply for a loan after at least two years from the commencement of the insurance and continuous payment of the premium and under the permission of the policyholder from the saving of the insurance policy.
8. In case of the wife's death when the insurance policy is valid (after at least 6 months from the date of commencement of the insurance policy and payment of the relevant insurance premium), the value of the redemption of the insurance policy will be paid to the policyholder.

Insurance Policy for Dower Insurance

The Dower insurance plan was first mentioned in 2010 and it was introduced by the political-cultural director of the Center of Women and Family Affairs in the Presidential Office. It was welcomed by other institutes and insurers. The dower insurance in addition to the realization of the women's rights, can also help the man live calmly and without any anxiety about the consequences of the dower. Dower insurance is, in fact, a kind of insurance policy in which the husband pays to the insurance company at the time of the contract regarding

the age, the value of Rial or Toman (Iran currency) and the duration of the policy (the duration of the insurance policy is 5, 10 and 15 years) in order to be able to pay a part or the entire of the dower. A policyholder (husband) can insure the entire or part of the dower and it does not have any obligations to pay for the entire dower mentioned in the contract. In this contract, the husband can pay the premiums every month, every three months, every six months and every year. The maximum of the dower insurance coverage is 20 million Tomans (about 2000 \$ in 2019). This means that if the value of the dower is more than 20 million Tomans, a part of the dower will be covered. The main risks in the dower insurance policy are the risk of death, death due to the accident, and disability, and divorce is not recognized as the main risks of this insurance policy because of the possibility of abusing this coverage. This means that the husband and wife are separated by collusion and after receiving the dower, they remarry. It should be noted that this type of insurance policy has a five year waiting period.

Although the dower insurance has been never practically performed, it has regained strength with the rising price of the gold coins and the inability of the men to pay the dower.

Along with the fluctuations in the price of the gold coin, different suggestions have been raised to pay the gold coin to the wife regarding the price of the contract time to the maximum payment of 50 coins in order to solve the problems. The dower insurance was presented as a solution by Deputy Head of Women's Affairs, while its operation is doubted by several experts.

The "Dower Insurance" was first introduced by the Vice-President for Women and Family Affairs in 2011 under the name of the " Insurance of Women' dower" and according to this proposal, the husband saves gradually to pay his wife's dower according to his financial ability from the beginning of marriage. Thus, with the cooperation of insurance companies, the wife achieves her dower and the husband is not under the pressure to pay her dower which necessitates the negotiations with the insurance funds.

The political-cultural director of the Center of Women and Family Affairs of the Presidential Administration confirmed the favorable opinion of the authorities to operate the dower insurance. However, the main issue is the financing of dower insurance. After a while, no financial credential was provided and by changing the government in 2013, the dower insurance remained awkward. However, officials welcomed it as a solution, and even Iran Insurance made some suggestions on the dower insurance.

It is a long time that the issue of dower insurance has been raised but because of the increase in the price of the gold coins from June to September 2018, the Vice President for Women and Family Affairs once again referred to dower insurance as a solution to pay the women's dowers. Besides, the maximum of the dower was reduced from 110 to 50 gold coins as a solution to this problem.

Dower Insurance Issue

Dower insurance is a mutual obligation for the insurer and the insured (policyholder). According to Article 1 of the Insurance Law, anything merely considers the subject matter of the insurance, is the issue of the discussion.

According to the definition in Article 1 of the Insurance Law, insurance is a contract in which one party undertakes to indemnify the loss sustained by the other party caused by the occurrence of specific events, in consideration of receipt of a certain sum or sums of money from the other party. The undertaking party is named the Insurer, the other party the Insured, the money paid by the insured to the insurer is termed premium and the subject of insurance is termed interest.

The Insured

The insured is a person whose life, death, or the probability of risks' realization in the subject matter of the insurance policy lead to the conclusion of the insurance contract. Basically, the insured's age, health condition and occupation are regarded as the criteria to calculate the premium. So that, the insured is insured since everything can be insured, provided that it is valuable. In this regard, Article 4 of the Insurance Law stated: "The subject of insurance may be property of any kind, whether material or interest, or financial rights, or any type of legal liability as long as the insured has a bona fide interest in the subject insured. Also, the

insurance may be against an event or risk the occurrence of which would cause a loss to the insured." According to this definition, the insured person is the husband whose health or life is covered by the insurance and his life, disability or death causes the insurer's obligation. The insured can also have the title of the policyholder. The researcher believes that using the term "the insured" in this article has been neglected since a person's liability, or his property or capital is the subject matter.

The Insured Risk

Risk is a probable accident which occurs not under the control of one of the two parties to the contract, especially the policyholder. These features are available in property insurance, and the dower which is a definite property, the accident is probable and might happen in future. It may not occur, but the probability of a risk in other dower insurances during a lifetime or in a long period is justifiable. Sometimes the risk is a definite event, such as death, while the time of its occurrence is uncertain, but sometimes the occurrence of an incident like divorce is probable. In a dower that is a definite property, the occurrence of some risks such as fire, earthquake and theft is probable. Risks with no damages in a dower which is a definite property are various. The type of risk is determined in the insurance contract, and the policyholder insures its own property against any risk, other than the deliberate risk, which occurs by the policyholder himself. However, when the dower is a general property, risk is available in any obligation for the husband in both bad risks, such as death and divorce, and good risks such as the birth of a newborn child, the purchase of a house, marriage with the survival of the child until the expiry of a definite period and survival of the father for a definite period. The dower insurance is a personal insurance where the risk of the accident is welcomed (Yousefi Rad, 2009: 67). Basically and technically, the insurance contract is a definitive contract and its operation depends on the realization of the accident and the dependent risk. In fact, an incidence and risk occur as the suspensive conditions of making a contract.

Conditions of the insurer and the policyholder

Article 190 of the Civil Code stipulates that for the validity of a contract the following conditions are essential: 1. The intention and mutual consent of both parties to the contract 2. The competence of both parties. 3. There must be a definite thing which forms the subject-matter of the contract 4. The cause of the transaction must be lawful.

1. The intention and mutual consent of both parties to the contract: The parties to the contract, the insurer and the policyholder, must have the intention to insure, and their consent should not be disabled or defective. Here is a question may be raised about compulsory insurance, because in compulsory insurance, most of the insurers and sometimes the policyholder are not fully satisfied. This is the answer to this question that since the compulsory insurances work based on the interests of the society, the benefit of the society is prior to the insured's interest. In principle, according to Article 207 of the Civil Code, the obligation of a person to deal with a legal entity is not reluctant.
2. The competence of both parties; a) the insurer's competence is clear and unambiguous by law and in the form of public Iranian companies, b) The policy holder's legal capacity; Article 211 of the Civil Code states: " In order that a contract may be valid both parties to it must be of age, must be in their proper senses and must have reached puberty.." c) Article 212 of the Civil Code states: A transaction between people who are under the legal age or are not conscious nor mature is invalid because of their incompetence.

A definite thing for the subject-matter: The subject matter of the insurance contract must be definite, that is, the parties must specify exactly obligations that they assume to each other. Thus, it should not be ambiguous except in special cases where a general knowledge of the matter would be sufficient (Qasemi, 2013: 31).

The Liabilities and Limitations of the Insurer

According to the definitions, the insurer is responsible for the compensation of the entire or part of the damages caused by the accident. Therefore, the limitations and liabilities of the insurer are limited to two

factors as follows: first, the responsibility and obligations assumed under the contract; second, in accordance with the insurance regulations and the customary of the insurance policy, even if not included in the contract. Regarding that part of the liability of the insurer, which is mentioned in the contract clearly, the issue is completely clear and indemnified for the compensation, and it may be carried out through one of the following ways, provided that it is not explicitly contravened by the law (YousefiRad, 2009: 68-69) :

- A. In this case, the insurer shall repair or replace the subject insured in the minimum time customarily taken by the necessary repair or replacement. The liability of the insurer shall not exceed the sum insured (derived from Article 19 of the Insurance Law).
- B. To pay in cash to the policyholder. But, if the limits of the liability of the insurer, according to what is stated in the insurance contract, are not explicit, in such a case, the principle is that the insurer shall be liable to compensate all or part of the damage caused by the accident, except in the following cases:
 - 1) In case the insured, by his own action, increases the risk insured or alters the type or circumstances of the risk (Article 16 of the Insurance Law).
 - 2) In case the insured intentionally withholds information, or makes false statements, and the information withheld be of such a nature that it alters the risks or decreases its importance from the point of view of the insurer, the insurance contract ensuring thereon shall be void even if the above-mentioned alterations do not affect the occurrence of the event insured against. In such cases, the premium paid shall not be returnable, and the insurer shall have the right to claim the unpaid installments due up to the date of the discovery of the discrepancy. (Article 12 of the Insurance Law).
 - 3) In the case of the unintentional withholding of information or false statements, the policy shall not be void. In the case of the occurrence of the event insured against the insurer shall have the right to continue the policy after receipt of the extra premium agreed to by the insured, or cancel the policy. In case of cancellation, the insurer shall notify the insured in writing through a letter or statement sent by registered post obtaining a receipt of delivery. The cancellation shall be effective 10 days after the receipt of the letter by the insured, and the insurer shall return the unearned premium from the date of cancellation. (Article 13 of the Insurance Law) .
 - 4) In case of the death of the insured or transfer of the ownership of the subject of insurance, if the heir or transferee continues to fulfill all the obligations on the insured towards the insurer, the insurance contract shall continue in favor of the heir or transferee. Nevertheless, the insurer or heir or transferee shall have the right to cancel the policy. The insurer may cancel the policy within a period of 3 months from the date on which the transferee applies for the transfer of the policy to his name, but shall not be liable for any installments due after the date of intimation to the insurer (Article 17 Insurance law).
 - 5) If it appears that the event insured against, had occurred prior to the conclusion of the insurance contract, the insurance contract shall be deemed to be null and void. In this case, the insurer shall return to the insured any premium received after deducting 9% as expenses (Article 18 of the insurance law).
 - 6) In case any property be under-Insured, the insurer shall be liable for only that proportion of the loss which the certain sum or sums of money insured bears to the actual value of the property insured (Article 10 of the insurance law).
 - 7) When the insurer has insufficiently completed the actions taken to prevent the occurrence of the accident in full after the incident, the insurer shall not be liable for an incident.
 - 8) In case of the proximity of the hazard or occurrence of loss, the insured shall take the necessary precautions to prevent or decrease the loss and shall notify the insurer at the earliest but not later than five days.

- 9) The insurer shall not be liable for any damage due to any inherent vice of the subject of insurance unless specifically stipulated otherwise in the policy (Article 20 of the Insurance Law).
- 10) In case the insured, by his own action, increases the risk insured or alters the type or circumstances of the risk in such a way that, if the new circumstances had existed prior to the conclusion of the present insurance contract, the insurer would not have accepted the risk or at least not on the conditions mentioned in the contract, the insured shall notify the insurer at once. In case the increase or alteration in the circumstances be not due to an act of insured, he shall notify the insurer in writing within 10 days of the date which he becomes aware of the same. In both the above-mentioned cases, the insurer shall have the right to propose an extra premium to the insured, and in case the insured does not agree to pay the extra premium, the insurer may cancel the policy, and if the increase in risk be a result of an act of the insured, the insurer may demand through the court (Article 16 of the Insurance Law).
- 11) The insurer shall not be liable for claims arising out of war or revolution unless an agreement to the contrary has been stipulated in the policy (Article 28 of the Insurance Law).

Dower Insurance Features

Dower insurance is a contract to make a capital to pay the woman's dower and recently some Iranian insurance companies have published various booklets under the title of *Mahr* (dower) insurance which contains the following features:

1. It is a financial contract due to the fact that the insurer and the policyholder both agree on the exchange of financial capital and financial value and this agreement is financially valid.
2. This contract is a pledge to the insurer because he pledges to pay the capital, but it is sometimes possessory and sometimes contractual.
3. The contract is permissible to the investor (policyholder) and it is essential to the insurance company (the insurer) because the policyholder does not have to invest. However, the insurer must comply with its obligations and it does not have the right to terminate the insurance contract. However, the dower insurance contract is essential to both the insurer and the policyholder as it is required on both sides of the contract.
4. This is a contract of adhesion; in which, one party has substantially more power than the other in creating the contract. For a contract of adhesion to exist, the offeror must supply a customer with standard terms and conditions that are identical to those offered to other customers. Those terms and conditions are not negotiable.

The investment contracts to pay the dower were initiated by the insurance companies and they determined the terms and conditions of the contract and the policyholder signs a predetermined contract. Although central insurance in Iran (Bimeh Markazi) company supervises the insurance companies and determines the general terms and conditions of the insurance contracts, due to the poor role of the policyholder in contracting, the insurance contract is adhesion which sometimes imposes unwanted and unreasonable conditions on the policyholders.

5. The contract is reciprocal. A reciprocal contract is a contract in which the parties enter into agreements mutually, thus making the obligation of one party correlative to the obligation of the other. In a reciprocal contract, each party promises to pay the premium and stand the risk which is always fixed either it takes place or not, while the reciprocal contract is probable not definite.
6. A contract of dower insurance is a contract not upon the utmost good faith since some insurance companies consider it as a life insurance and saving (Iran Insurance), and the amount of the insured is determined in the insurance policy and, it is not due to an accident like loss insurance. Thus, the amount of insurance is not important and the policyholder can insure whatever he can afford. According to some experts, the multiple insurances are not forbidden either, and one person can buy

several life insurance policies from one or more insurers in Iran. But, the insurers should prevent any certain problems and accurately estimate the risk, and declare a policyholder's multiple insurances in the new contract.

7. Insurance is a reciprocal contract. The insurance contract and its terms and conditions must be written down and the said document shall be called an Insurance Policy (in accordance with Article 2 of the Insurance Law). Some have considered insurance contracts as a ceremonial contract. Because according to Article 2 of the Iran Insurance Law, the insurance contract and its terms should be in a written document which is called insurance policy. According to some legislators, this article necessitates setting the insurance policy. Therefore, if the agreement between the parties is not reflected in a written document, the insurance contract is not formed. Nevertheless, it seems that the insurance contract is reciprocal and it is carried out under the agreement of the two sides, but it is hard to prove it.

Necessity or License of the Dower Insurance

An irrevocable contract cannot be altered, withdrawn or terminated. The irrevocable nature of the contract allows each party to advance under assumptions. However, the policyholder can prevent the continuation of the contract at any time by not paying premium installments which results in the cancellation of the contract. The authors of the insurance law do not regard paying premium in the life insurance compulsory. The dower insurance is required by the insurance company and, except in special cases determined in the law, such as the disclosure of the company to the wrongfulness of the insurer's statements before the risk occurrence, the parties are not allowed to terminate the contract. Therefore, the dower insurance is permissible by the policyholder and it is essential by the insurer, as it is permissible to enter into a mortgage and bail out by one of the parties and impermissible for the other. If the husband pledged to his wife in a separate contract that he would pay her the entire or part of her dower through the dower insurance, the dower should be paid by the policyholder to the insurance company. If the husband refused to pay the installment premium prior to the conclusion of the insurance period, his wife can take action for it.

Conclusion

Dower is one of the women's financial rights in marriage in the family law system. It is a gift given by the husband to the wife at the time of marriage. It is a sign of the husband's honesty in love towards his wife and it is addressed in the Holy Quran with the term "Nehle". Dower insurance is an institution that enhances the women's hope to achieve their dower and declines the number of dower debtors in the prison which is a policy of "decarceration" in the judicial system of Iran. Dower insurance policy is an assuring guarantee to pay the entire or part of the dower and it is a proper financial support that couples can take advantage of it. Meanwhile, it is not a problem if the husband pays the dower to his wife in order to appreciate her efforts in the family and to make a saving for her since this property belongs to the woman as the contract is concluded and she can ask for it and her husband is obliged to pay it. Based on the existing models in the dower insurance, husband makes a short-term or long-term contract with the insurance company to pay a certain sum or sums of money monthly, annually or, all in cash, to the insurance company and in return, at the end of the contract, the insurer is obligated to pay his wife's dower according to the selected capital. In case the duration of the contract has been determined, the insurance company returns the entire paid money along with its benefit to the wife. In case of the husband's death during the period of paying insurance, the principal capital of the insurance policy is paid to his wife, and if his death is due to the accident, the insurer pays double the principal of the insurance policy to the wife. If a woman gets divorced on demand of the husband or the court rules to divorce, due to the impossibility of married life, she is paid monthly regarding the amount of

investment and approximately equal to the average salary of the employees. The man is also obliged to pay the residual to the woman's dower insurance account.

Dower is a debt and obligation on the husband who can appreciate his wife efforts in the family by paying her dower making saving for her since this capital belongs to the woman as soon as the contract is concluded and she can ask for it and her husband is obliged to pay it.

However, unfortunately today, paying the wife's dower is limited to two situations; first, when the couple is getting divorce and due to the inability of the husband to pay the dower, in the most optimistic possible case, the court rules on installment of the dower. Second, when the husband is dead and the wife's dower is extracted from the dead's property which may not fully cover his debt. Regarding the prisoners who are in debt of paying their wives' dowers, the consequences of this problem is an increasing growth in the number of dower debtor in the prison, the husband's disappointment to his wife, and a dark and ambiguous future waiting for the children of such people that lead to the destruction of the family which is the most significant foundation of a society.

References

1. Aba, F. & Nezafati, M.R. (2013). In a conversation with Dr. Mohammad Reza Nezafati, he said "Cash Dower" is the best solution, *Shahr-e-Ghanun*, No. 8.
2. Asadi Pour, S., Haghghatian, M. & Arsalani Moghaddam, E. (2012). An investigation of socioeconomic factors related to the implementation of dower of newly married women in Shahrekord city in 2010, *Women and Family Studies*, No. 1.
3. Ghasemi, F.Z. (2013). An Investigation of Conflict Settlement in Insurance Contracts, Law Faculty, Master's Theses, Islamic Azad University, Shahroud Branch, Faculty of Literature & Humanities
4. Ghayumzadeh, M.; PourNemati Shamsabad, T. (2018). Guarantee for Dower Installment, *Legal, Jurisprudential and Ethical Intercession, Ethical Research*, No. 31.
5. Hatami, A.A. & Yasini Nia, H. (2015). Dower Insurance, *Iranian Journal of Insurance Studies*, No. 118.
6. Katouzian, N. (2009). *Family Rights, Volume I*, Tehran, Enteshar Company.
7. Khatami Firoozabadi, A. & Mobin, M.S. & AbbasNejad, S. (2011). Priority of life insurance sub-portfolios based on a multi-criteria decision-making modeling approach (A Case Study of Tosee Insurance Company), *Iranian Journal of Insurance Studies*, No. 102.
8. Mohaghegh Damamd, S.M. (2011). *General Theory of Contracts and Obligations in Islamic Law*, Tehran, Center for the Publishing of Islamic Sciences, No.2.
9. Saberi, S., Afradi, A.M. & Ghaderi, F. (2017). Jurisprudential and legal review of dower variability of, *Journal of Political Studies, law and jurisprudence*, No. 1.
10. Tabataba'i, S.M.S& MohammadzadehYazd, A. (2011). *A Study of Supportive Family Insurance, Literature and Humanity (Shahrekord University)*, No. 20 & 21.
11. Tavajohi, A.A. & Abdolali & Malekshah, A. (2013). The position of high dower in religious teachings based on jurists' opinions and related laws, *Women's Research*, No. 1.
12. YousefiRad, Z. (2009). *Dower Insurance from the Perspective of Jurisprudence and Law*, Master thesis on Law, Islamic Law, Payame Noor University, Faculty of Theology and Islamic Sciences, Department of Theology.