



RESEARCH ARTICLE

Section: *Digital Humanities***Legal rules governing credit life insurance for bank borrowers in Jordanian law**Mohammad Alian Mafleh Al-Dahammsheh¹, Faisal Mousa Alhyari², Alaa Eid Awwad Al-Kaabneh³, Sana'a Mazin Suleiman Al-Ma'aitah⁴, Salem Suleiman Al-Jbour⁴ & Mohammad Hussein Kassab Al-Rawashdeh⁵¹Faculty of Law, Al-Ahliyya Amman University, Jordan²Faculty of Law, Isra University, Jordan³Faculty of Law, Al-Zaytoonah University, Jordan⁴Independent Researcher⁵Lawyers Training Institute Jordan Bar Association, Jordan*Correspondence: m.aldahammsheh@ammanu.edu.jo**ABSTRACT**

This study examines the legal rules governing credit life insurance for bank borrowers under Jordanian law. Credit life insurance has become an essential mechanism adopted by banks to mitigate the risk of loan default, particularly in cases where the borrower dies before repaying the outstanding debt. The study aims to clarify the legal nature of the borrower's life insurance contract, identify the parties involved in this contractual relationship, and analyze the legal effects arising from it. Using a descriptive-analytical approach, the study analyzes the relevant provisions of the Jordanian Civil Code and the Insurance Business Regulation Law, in addition to relevant judicial decisions and legal doctrine. The research focuses on the essential elements of the insurance contract in this context, including the insured risk, the premium, and the insurable interest. It also examines the reciprocal obligations of the insurer and the insured, as well as the legal status of the lending bank and the borrower within the insurance relationship. The study concludes that life insurance on borrowers in the context of bank lending should be legally characterized as indemnity insurance rather than personal insurance, since the insured interest relates to the financial loss suffered by the lending bank in the event of the borrower's death. The bank typically assumes the dual capacity of insured and beneficiary, while the borrower is the person whose life is insured. The research further emphasizes the need to prevent unjust enrichment by prohibiting the accumulation of compensation for the same loss.

Finally, the study recommends that the Jordanian legislator establish a specific regulatory framework governing life insurance on bank borrowers, based on mandatory and collective risk-sharing mechanisms, under the supervision of the Central Bank of Jordan. Such regulation would help achieve a fair balance between protecting banks from credit risk and safeguarding borrowers from excessive contractual control exercised by lending institutions.

KEYWORDS: credit life insurance, borrower insurance, banking law, insurance contract, insurable interest, loan default risk, Jordanian civil law, banking regulation, indemnity insurance, financial consumer protection

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Introduction

Credit insurance on bank loans is considered one of the most important issues in the banking sector in many countries around the world, including Jordan. This is mainly due to the problem of loan default and the negative consequences that result from the expansion of lending while some borrowers are unable to repay their outstanding loans to banks. This situation compels banks to adopt credit policies that aim to reduce the likelihood of default on their credit facilities.

In this regard banks have been keen to adopt a policy of transferring the risk of loan non-payment to insurance companies, which in turn undertake to pay the unpaid installments in exchange for insurance premiums paid to them (Salam et al 2007)

It is observed that one of the most significant risks faced by banks when granting loans to the public is the risk of default which may result in severe adverse effects on their financial position. Here the role of insurance emerges in maintaining the stability of the banking sector against this risk and in mitigating the severity of its consequences.

Significance of the Study

The significance of this study lies in clarifying the role of insurance in confronting the risks that banks may face when a borrower is unable to repay a loan due to death. In addition, the study seeks to identify the solutions and mechanisms that may contribute to addressing the consequences resulting from the occurrence of the insured risk in borrowers' life insurance contracts in a manner that achieves a balance between protecting the bank on the one hand and safeguarding the borrowing customer on the other.

Research Problem

The research problem arises from the pressing need to protect banks from the risk of loan non-repayment in the event of the borrower's death in a way that contributes to the stability of the banking sector and mitigates the severity of the consequences resulting from the materialization of this risk. In addition, there is a need to protect the borrowing customer from the control exercised by banks and lending institutions that require life insurance on the borrower as a prerequisite for obtaining a loan pursuant to insurance policies that are often prepared in coordination with approved insurance companies, where the bank ensures compliance with the conditions and monitors the payment of premiums.

Research Questions

In this context several important questions arise most notably:

- What is the legal nature of the contract of life insurance on the borrower taken out by banks against the risk of non-payment due to death?
- What are the legal effects arising from the life insurance contract on the borrower against the risk of non-payment?
- Is it permissible for the lending bank to combine compensation arising from the borrower's life insurance contract against the risk of non-payment with compensation arising from civil liability insurance against the risk of recourse by the bank against the borrower in the event of breach of the obligation to repay the loan amount due?
- Who has the legal status of the beneficiary (insured party) in the life insurance contract on the borrower against the risk of non-payment due to death?
- What solutions and mechanisms can contribute to addressing the consequences resulting from the occurrence of the risk of non-payment of the loan due to death, while at the same time ensuring the protection of the borrowing customer from the control exercised by banks over the process of insuring his or her life?

Objectives of the Study

To clarify the position of the Jordanian legislator regarding the regulation of life insurance contracts on borrowers concluded by banks to address the consequences arising from the occurrence of the risk of non-payment due to death.

To determine the legal nature of the life insurance contract on the borrower against the risk of non-payment under Jordanian legislation in addition to identifying the parties to this contract and their legal status. To identify the legal effects arising from the life insurance contract on the borrower against the risk of non-payment.

To identify the solutions and mechanisms that may contribute to addressing the consequences resulting from the occurrence of the risk of loan non-payment due to death while at the same time ensuring the protection of the borrowing customer from the control exercised by banks over the process of insuring his or her life.

Methodology of the Study

In this study the researcher adopts the descriptive–analytical approach by analyzing the legal texts governing the subject matter of the study with the aim of identifying solutions that may contribute to reducing the consequences resulting from the occurrence of the risk of loan non-payment due to the borrower’s death in a manner that achieves a balance between protecting the bank on the one hand and safeguarding the borrowing customer on the other.

Study Plan

Chapter One: The Concept of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section One: Definition of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section Two: Parties to the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Chapter Two: Special Elements of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section One: The Insured Risk in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section Two: The Premium as an Element in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section Three: The Element of Insurable Interest in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Chapter Three: Effects of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section One: Obligations of the Insured Party in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Section Two: Obligations of the Insurer in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Chapter One: The Concept of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Determining the concept of the life insurance contract on the borrower requires clarifying the definition of the insurance contract in general as well as identifying the specific elements of this type of contract. Accordingly the researcher addresses the concept of life insurance on the borrower through two sections. In the first section the researcher examines the definition of the life insurance contract on the borrower while the second section addresses the parties to this contract.

Section One: Definition of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Defining the life insurance contract on the borrower requires reference to the definition of the insurance contract under the Jordanian Civil Code in addition to clarifying the risk of non-payment that constitutes the subject matter of this contract in order to arrive at a clear and concise definition of the life insurance contract on the borrower against the risk of non-payment. (Abu Baker et al., 2020)

Before addressing the definition of the life insurance contract on the borrower it is necessary to determine the proper legal characterization of this contract. It can be argued that this contract does not constitute personal insurance even though the insured object is the life of the borrower since the insurable interest in this type of insurance lies in the financial value that the insured or the beneficiary would lose upon the occurrence of the insured risk which would reduce their financial assets by the amount of damage resulting from the materialization of this risk (Al-Badrawi & Abdel-Monem 1981).

By reviewing life insurance policies on borrowers it becomes evident that this type of insurance is in fact a form of indemnity insurance (see Decision of the Court of Cassation Rights Case No. 373 of 2019 published on the Qararak website of the Jordanian Bar Association) where the principle of indemnity applies, such that the sum insured may not exceed the actual damage suffered by the insured as a result of the occurrence of the insured risk. This insurance compensates for the financial loss affecting the insured's assets therefore death in itself is not the insured risk but rather the risk insured against is the loss of the opportunity to repay the loan due to the death of the person whose life is insured. (Abdel Aleem, 2022)

It should be noted that among the legislations that have defined the insurance contract is the Jordanian Civil Code No. (43) of 1976 which provides in Article (920) that:

Insurance is a contract whereby the insurer undertakes to pay to the insured or to the beneficiary for whose benefit the insurance is stipulated a sum of money a periodic income or any other financial consideration in the event of the occurrence of the insured accident or the realization of the risk specified in the contract in return for a specified sum or periodic premiums paid by the insured to the insurer. (Bani Taha, 2021)

After defining the insurance contract and clarifying the legal nature of the life insurance contract on the borrower the researcher links these two aspects in order to arrive at a definition of the life insurance contract on the borrower. (Al-Wreikat & Qtaishat, 2024) The researcher proposes the following definition: it is a contract whereby the insurer undertakes to compensate the insured party (the lending bank) for the financial losses it incurs as a result of the occurrence of the risk of loan non-payment due to the death of the person whose life is insured (the borrower) in return for periodic premiums paid by the insured to the insurer. (Alrfoua et al., 2026) It is evident from this proposed definition that the reason motivating the bank to insure the borrower's life is the risk of non-payment of the loan due to the borrower's death rather than the risk of death in itself. (Awaisheh, 2025a)

Section Two: Parties to the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

The parties to the insurance contract are the insurer and the insured to whom the rights and obligations arising from the contract accrue (Abu Arabi Ghazi 2011) The wills of both parties meet in the insurance contract, which includes the legal effects that their mutual intention seeks to achieve. Accordingly the researcher addresses this section through two subsections as follows

First Subsection: The Insurer

The insurer is defined as: the entity or body that undertakes to pay the sum insured or the amount of compensation upon the occurrence of the insured risk (Abd Rabbo Ibrahim 2008). However the contractual relationship between the insurance company and the insured is not usually concluded directly between the company and customers; rather it is often mediated by intermediaries who are authorized to conclude contracts on behalf of the company such as authorized agents general representatives, and brokers (see Article 82 of the Insurance Business Regulation Law No. (12) of 2021).

Article (8) of the Jordanian Insurance Business Regulation Law No. (12) of 2021 provides: For an insurance company to be licensed, it must be a public shareholding company ...Accordingly the Jordanian legislator has restricted the entities authorized to conduct insurance activities to a single legal form namely public shareholding companies established and registered in accordance with the provisions of the Jordanian Companies Law No. (22) of 1997 published in the Official Gazette Issue No. 4204 p. 2038. (Rukba et al., 2025)

Second Subsection: The Insured

The Jordanian Insurance Business Regulation Law defines the insured in Article (2) as: The insured: the person who contracts in his own name with the insurance company for his own benefit, for the benefit of the insured person or for the benefit of the beneficiary. The same article defines the beneficiary as: the person designated in the insurance contract to whom the rights stipulated therein accrue. (Awaisheh, 2023)

In insurance contracts, particularly indemnity insurance, the insured usually combines three legal capacities. First he is the contracting party with the insurer and bears the contractual obligations arising from the insurance contract in which case he is referred to as the policyholder. (Al-Kasassbeh et al., 2024) Second he is the person exposed to the insured risk in which case he is referred to as the insured. Third he is the person entitled to receive the insurance compensation from the insurance company upon the occurrence of the insured loss in which case he is referred to as the beneficiary. Where these three capacities are combined in one person he is generally referred to as the insured (Al-Sanhuri Abd al-Razzaq n.d.).

The researcher observes that in life insurance contracts on borrowers, the lending bank (the creditor) insures the life of the borrowing customer (the debtor) so that the insurer pays the insurance amount to the lending bank in the event of the borrower's death. Accordingly the bank holds the legal status of both the insured and the beneficiary, while the borrower holds the status of the person whose life is insured. In practice when banks insure the life of borrowers against the risk of non-payment due to death the banks themselves pay the insurance premiums which are usually deducted as part of the total monthly loan installment or listed separately as part of the loan costs. (Alhasan & Awaisheh, 2024)

This conclusion is based on the fact that the insured is the person who concludes the insurance contract with the insurer and assumes the contractual obligations imposed by the contract, regardless of whether the insured also holds the status of the insured person or the beneficiary. (Awaisheh & Al-Dabbas, 2024)

It should be noted that in Jordan life insurance on borrowers is provided through loan-linked insurance policies covering death or total or partial disability whereby banks ensure the recovery of their funds through the insurance company's settlement of debts in the event of the borrower's death or disability. Life insurance thus constitutes a basic condition for obtaining a loan leaving the borrower with no real option but to accept it. This leads to variations in insurance coverage conditions among different lending institutions, including banks. (Al-Zubi et al., 2024)

Since life insurance on borrowers constitutes an essential component of the banking services system in Jordan the importance of establishing a special regulatory system for life insurance on borrowers under Jordanian legislation becomes evident. Such a system should be mandatory in nature and based on collective risk-sharing with respect to losses resulting from the occurrence of the risk of non-payment due to death in a manner that prevents banks and lending institutions from exercising excessive control over the insurance of borrowers' lives, and that achieves a fair balance between protecting banks on the one hand and safeguarding borrowers on the other under the supervision of the Central Bank of Jordan to ensure justice in this regard. (Awaisheh et al., 2025b)

Chapter Two: Special Elements of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

The insurance process is based on the existence of a set of essential elements, namely: the insured risk the premium that the insured is obliged to pay to the insurer and the existence of an insurable interest. Accordingly the researcher addresses this chapter through the following sections:

Section One: The Insured Risk in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Risk constitutes the fundamental element upon which insurance is based; without risk, there is no need for insurance (Jadidi Mi'raj 2007). It represents the subject matter of the insurance contract and must necessarily exist as the basis of the contract (Al-Hakim Jamal 1965).

Legal doctrine defines risk as: a possible event that does not depend solely on the will of either party particularly the insured (Al-Badrawi Abd al-Moneim 1963). Others define risk as: a potentially occurring event whose realization does not depend on the will of either party especially the insured such an event may be favorable, such as marriage or survival of the insured but is more often adverse, such as fire theft illness, or death (Al-Atir Abd al-Qader 2006).

For an insurance contract to be valid the insured risk must meet certain conditions: it must be contingent its occurrence must not depend solely on the will of either party—particularly the insured—and it must be lawful and not contrary to public order public morals or the law. (Al-Zubi et al., 2024).

First: The Risk Must Be Contingent (a Future Event Not Certain to Occur)

This condition requires that the risk not be certain to occur meaning that it may or may not occur in the future and that its occurrence is not impossible. The element of contingency exists in two situations:

First when the occurrence of the risk is uncertain as it may occur or may not such as insurance against fire or theft. (Abdelrahman et al., 2026)
Second when the occurrence of the risk is certain but the time of its occurrence is unknown as in life insurance in the case of death since death is inevitable but its timing is unknown (Abdullah Fathi 2001).

As for the requirement that the risk must not be impossible the risk must be capable of occurring; otherwise the subject matter of the insurance contract would be nonexistent, rendering the contract void. This is based on Article (159) of the Jordanian Civil Code, which provides: If the subject matter is inherently impossible at the time of contract the contract shall be void. Accordingly risk is contingent when its future occurrence is neither certain nor impossible and when it has not already occurred in the past (Al-Sanhuri Abd al-Razzaq n.d.).

It should be noted that the subject matter of life insurance on the borrower is the risk of non-payment of the loan due to death not death itself. The researcher considers this risk to be contingent as it may or may not occur in the future and it is not absolutely or relatively impossible. Therefore, the element of contingency is fulfilled in the insured risk in the life insurance contract on the borrower. (Awaisheh et al., 2024a)

Second: The Risk Must Be Non-Voluntary

If the occurrence of the risk depends solely on the will of either party the insurance contract is void. Insurance may not be concluded against risks whose occurrence depends entirely on the will of one of the parties, especially the insured because the element of contingency would be absent (Suleiman Ibrahim n.d.).

Likewise insurance against intentional fault is prohibited, since allowing insurance against deliberate acts would eliminate the element of risk that constitutes the basis of insurance (Faraj Tawfiq 1991).

Third: The Risk Must Be Lawful

The insured risk must not be contrary to law public order or public morals. Accordingly insurance may not be concluded to cover risks arising from drug trafficking or brothel operations (Abu al-Fadl Hani 2009) nor against intentional wrongdoing since this would encourage deliberate harm to obtain insurance compensation which violates public order and morality (Dawood Khalid 2001).

Article (921) of the Jordanian Civil Code provides: Insurance may not cover what is contrary to the official religion of the State or public order. Therefore if the subject matter of the insurance contract is unlawful the contract shall be void. (Awaisheh et al., 2025d)

Section Two: The Premium as an Element in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

The premium is defined as: the amount paid by the insured in return for the insurer's coverage of the insured risk throughout the duration of the contract (Al-Jamal Mustafa, n.d.). It is also defined as: the financial consideration paid by the insured to the insurer in exchange for the latter's undertaking to bear the insured risk (Al-Badrawi, Abd al-Moneim, 1993).

The amount of the premium must be proportionate to the risk at the time the contract is concluded. The insurer assesses the probability of the risk based on statistical analysis and determines the appropriate premium after considering other elements such as the sum insured and the duration of coverage (Mansour Muhammad n.d.). Risk is the most significant factor in determining the premium the higher the probability of the risk the higher the premium reflecting a direct relationship between premium value and risk probability (Al-Hakim, Abd al-Hadi, 2003).

Section Three: Insurable Interest in the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Insurable interest is the benefit that accrues to the insured from the non-occurrence of the insured risk and from maintaining the agreed condition intact (Yahya Abd al-Wadoud 1963) In indemnity insurance, insurable

interest is measured by the financial value that the insured or beneficiary would lose upon the occurrence of the risk thereby reducing their assets by the amount of damage caused (see Court of Cassation Decision No. 1524/2001 dated 31/7/2001).

In personal insurance insurable interest consists in the benefit that the insured derives from the survival of the insured person or the loss suffered due to harm befalling that person (Ibrahim, Jalal, 1994).

In life insurance on the borrower the lending bank's interest lies in the borrower's survival, limited to the value of the loan (Sharaf al-Din Ahmad, 1978). Such interest must exist at the time of concluding the contract and must continue throughout its duration. If it does not exist at the time of conclusion the contract is void and if it ceases during the contract, the insurance terminates upon the disappearance of interest (Sharaf al-Din Ahmad, 1978).

Chapter Three: Effects of the Life Insurance Contract on the Borrower Against the Risk of Non-Payment

Article (920) of the Jordanian Civil Code indicates that the insurance contract is bilateral in nature imposing reciprocal obligations on both the insurer and the insured. The insurer undertakes to compensate the insured or the beneficiary upon the occurrence of the insured event in exchange for the insured's obligation to pay premiums. (Awaishah et al., 2024b)

Accordingly the insurance contract on the borrower's life creates mutual obligations which are addressed as follows

Section One: Obligations of the Insured

Article (927) of the Jordanian Civil Code provides that the insured must:

1. Pay the agreed amounts at the specified times
2. Disclose all material information necessary for assessing the risk
3. Notify the insurer of any circumstances during the contract period that increase the risk.

First Subsection: Duty of Disclosure

The insured must disclose all material facts necessary for the insurer to assess the risk and determine the premium. Legal doctrine requires three conditions for such disclosure:

- The information must affect the risk
- It must be known to the insured
- It must be unknown to the insurer (Al-Hindiani et al 1999).

Disclosure includes objective data related to the risk itself and personal data related to the insured's behavior and prior insurance history (Abu Arabi Ghazi, 2011).

The insured must also notify the insurer of any aggravation of risk during the contract period (Khuwayrah Baha al-Din2008).

Sanctions differ based on good or bad faith. In bad faith, the insurer may rescind the contract and retain premiums. In good faith the insurer must return unearned premiums (Article 28/2 Jordanian Civil Code).

Section Two: Obligation to Pay the Premium

Article (927/1) requires timely payment of premiums. Failure to pay allows the insurer to seek enforcement or rescission under general civil law principles (Court of Cassation Rights No. 317/2009).

Some scholars permit suspension of coverage until payment is made based on the defense of non-performance (Al-Kilani Mahmoud, 2006).

Section Three: Obligation to Notify the Occurrence of the Risk

The insured must promptly notify the insurer upon occurrence of the insured event. Failure may result in forfeiture of insurance benefits if stipulated by contract (Al-Awaidi Ahmad 1999).

Section Two: Obligations of the Insurer

Article (929) obliges the insurer to pay compensation or the sum insured upon occurrence of the insured risk or maturity of the term.

In personal insurance compensation is payable regardless of proof of damage (Article 941 Jordanian Civil Code). In indemnity insurance compensation is limited to actual loss (Articles 933 937/2 938).

Since life insurance on the borrower constitutes indemnity insurance compensation may not exceed actual financial loss. If both creditor and debtor obtain insurance double compensation is prohibited.

Conclusion

Upon reaching the end of this study which examined the legal rules governing the life insurance contract on borrowers concluded by banks under Jordanian law the researcher has arrived at a set of findings and recommendations as follows:

Findings

1. The primary reason that motivates banks to insure the borrower's life is the risk of non-payment of the loan amount due to the borrower's death, rather than the risk of death per se. Accordingly the life insurance contract on the borrower does not constitute personal insurance even though the insured object is the borrower's life.
2. Life insurance on the borrower against the risk of non-payment may be defined as a contract whereby the insurer undertakes to compensate the insured party (the lending bank) for the financial losses it incurs as a result of the occurrence of the risk of non-payment of the loan due to the death of the person whose life is insured (the borrower) in return for periodic premiums paid by the insured to the insurer.
3. The insurable interest in the life insurance contract on the borrower lies in the financial value that the insured party or the beneficiary would lose upon the occurrence of the insured risk, thereby diminishing their financial assets by the amount of damage resulting from the realization of that risk.
4. The existence of insurable interest requires that the insured party (the lending bank) have a legitimate interest in the survival of the insured person in order to ensure repayment of the loan at the time the contract is concluded, and that such interest must continue throughout the duration of the contract.
5. In the life insurance contract on the borrower the bank holds the status of both the insured and the beneficiary while the borrowing customer holds the status of the person whose life is insured. The insured is the party who concludes the insurance contract with the insurer and assumes the contractual obligations arising therefrom whether or not the insured also holds the status of the insured person or the beneficiary.
6. The bank may not combine compensation arising from the borrower's death under the life insurance contract against the risk of non-payment with compensation arising from a civil liability insurance contract concluded by the borrower against the risk of the bank's recourse in the event of breach of the contractual obligation to repay the loan amount due. This is because indemnity insurance does not permit the aggregation of two compensations for the same loss; the purpose is to compensate for damage only not to unjustly enrich the lending bank.

Recommendations

The researcher recommends that the Jordanian legislator establish a special regulatory framework for life insurance on bank borrowers under Jordanian legislation characterized by a mandatory and collective risk-sharing nature with respect to losses resulting from the occurrence of the risk of non-payment due to death. Such a framework should prevent banks and lending institutions from exercising excessive control over the insurance of borrowers' lives and should achieve a fair balance between protecting banks on the one hand and safeguarding borrowers on the other under the supervision of the Central Bank of Jordan to ensure fairness in this regard.

References

- Abd Rabbo, Ibrahim Ali Ibrahim. 2008a. *Risk and Insurance: Theoretical Principles and Practical Applications*. Alexandria: Dar Al-Matbouat Al-Jami'iyya.
- Abdel Aleem, Bilal Saleh. 2022. "The Impact of Bank Tawarruq Financing on Saudi Banks." *Al-Zaytoonah University of Jordan Journal for Legal Studies*, 3(1). <https://doi.org/10.15849/ZUJLS.220330.03>
- Abdelrahman, A., Awaisheh, S. M., Awaisheh, S. M., et al. 2026. "Speaking—and Silencing—The Constitution: A Semiotic Analysis of Jordan's Constitutional Court Judgments." *International Journal for the Semiotics of Law*. <https://doi.org/10.1007/s11196-026-10462-5>
- Abdullah, Fathi. 2001. *Insurance: Technical Foundations and General Principles of the Insurance Contract*. Alexandria: Mansha'at Al-Ma'aref.
- Abu Al-Fadl, Hani. 2009. *Insurance: Contemporary Types*. Damascus: Dar Al-Asma'.
- Abu Arabi, Ghazi Khaled. 2011. *Insurance Law: A Comparative Study*. Amman: Dar Wael.
- Abu Baker, Mohammed Khalil, Sara Mohammed Al-Arasi, and Mohammed Fahmi Al-Ghazwi. 2020. "Provisions Regulating Commercial Distribution Contract in Jordanian Law." *Hamdard Islamicus*, 43(2), 705-718.
- Al-Atir, Abdel-Qader. 2006. *Marine Insurance in Legislation*. Amman: Dar Al-Thaqafa.
- Al-Badrawi, Abdel-Moneim. 1981. *Insurance*. Cairo: Al-Taqwa Printing Press.
- Al-Hakim, Abd Al-Hadi Al-Sayyid Mohamed Taqi. 2003. *The Insurance Contract: Its Nature and Legitimacy (A Comparative Study)*. Beirut: Al-Halabi Legal Publications.
- Al-Hakim, Jamal. 1965. *Insurance Contracts from Insurance and Legal Perspectives*. Cairo: Dar Al-Ma'aref.
- Al-Hindiani, Khaled, and Jaber Mahjoub. 1999. *Insurance Law in Kuwaiti Legislation with Comparison to Egyptian and French Law*. Kuwait: Kuwait University.
- Alhrerat, K. A., Alnsour, T. M. Q., Almasarweh, S. I. M., Alqudah, A. M.-A., Awaisheh, S. M. A., & Awaisheh, S. M. 2025. "Safeguarding Electronic Signatures in Jordan: Legal Foundations and Enforcement Challenges." *Indian Journal of Information Sources and Services*, 15(4), 302-308. <https://doi.org/10.51983/ijiss-2025.IJISS.15.4.34>
- Al-Jamal, Mostafa Mohamed. n.d. *Private Insurance under the Egyptian Civil Code*.
- Al-Kasassbeh, F. Y., Awaisheh, S. M., & Odeibat, M. A. 2024. "Digital Human Rights in Jordanian Legislation and International Agreement." *International Journal of Cyber Criminology*. <https://doi.org/10.5281/zenodo.4766803>
- Al-Kilani, Mahmoud. 2006. *Commercial and Banking Encyclopedia: Insurance Contract from a Legal Perspective*. Vol. 6. Amman: Dar Al-Thaqafa.
- Al-Owaidi, Ahmad. 1999. *Legal Protection of the Adhering Party in Insurance Contracts*. Master's thesis, University of Jordan.
- Alrfoua, A. Y., Awaisheh, S. M. A., Al-Wreikat, E. I., Al-Khraisat, W. M. M., Awaisheh, S. M., & Abdelrahman, A. 2026. "The Role of Administrative Regulatory Authorities in Protecting the Environmental Sustainability of Natural Resources." *Scientific Culture*, 12(1-1), 1-9. <https://doi.org/10.5281/zenodo.11425133>
- Al-Sanhuri, Abdelrazzaq Ahmad. n.d. *Al-Wasit in Commentary on the New Civil Code*. Vol. 2. Beirut: Al-Halabi Legal Publications.
- Al-Wreikat, Eman Ibrahim Qasim, and Ali Khaled Ali Qtaishat. 2024. "Legal Regulation of Raising the Interest Rate on the Financial Consumer." *Al-Zaytoonah University of Jordan Journal for Legal Studies*, 5(1). <https://doi.org/10.15849/ZJLS.240330.01>
- Al-Zubi, J. K., Maaqqbeh, M., Awaisheh, S. M., & Mofleh. 2024. "Progress and Challenges in the Legal Framework of Women's Rights in Jordan." *International Journal of Criminal Justice Sciences*. <https://doi.org/10.5281/zenodo.19128>
- Amer, Hussein Amer Abdelrahim. 1979. *Tort and Contractual Civil Liability*. Cairo: Dar Al-Ma'aref.
- Awaisheh, S. M. 2023. "Digital Justice in Jordan: The Role of Virtual Arbitration Sessions in Modernizing the Legal System." *International Journal of Cyber Criminology*. <https://doi.org/10.5281/zenodo.4766609>
- Awaisheh, S. M. 2025a. "From Paper to Pixels: The Legal Status and Challenges of Electronic Writing in Administrative Contracts." *Electronic Government*. <https://doi.org/10.1504/EG.2025.144726>
- Awaisheh, S. M., & Al-Dabbas, N. A. 2024. "The Dichotomy of Interests: A Comparative Analysis of Civil and Administrative Lawsuits in the Jordanian Legal System." *International Journal of Criminal Justice*

- Sciences. <https://doi.org/10.5281/zenodo.19108>
- Awaisheh, S. M., Awaisheh, S. M., Abdelrahman, A., & Al-Thnaibat, O. H. A. 2025b. "Environmental Governance and Administrative Judiciary in Jordan and France." *International Journal of Sustainable Development and Planning*, 20(12), 5491-5501. <https://doi.org/10.18280/ijstdp.201238>
- Awaisheh, S. M., Alkhamaiseh, M. A., Al-Maagbeh, M. M., & Khalaileh, L. 2024. "Artificial Intelligence and Its Impact on Administrative Decision-Making." *Journal of Human Security*. <https://doi.org/10.12924/johs2024.20114>
- Awaisheh, S. M., Alsarairih, N., Alkawasbeh, A. A. M., & Odeibat, M. A. 2025c. "Recourse to Arbitration in Procurement Contract Disputes." *Journal of Human Security*. <https://doi.org/10.12924/johs2025.210103>
- Awaisheh, S. M. A., Al-Abbadi, H. S., Al-Dabbas, N. A., Hmaidan, R., Al-Khalaileh, L., & Al-Tarawneh, A. S. 2025d. "New Claims and Causes of Action before the Court of Appeal in Jordanian Civil Procedure." *Journal of Human Security*. <https://doi.org/10.12924/johs2025.210108>
- Awaisheh, S., Al-Hassan, T., & Mansour, A. 2024. "The Status of Digital Evidence in Administrative Litigation." *Al-Balqa Journal for Research and Studies*, 27(3), 42-55. <https://doi.org/10.35875/pgdx2798>
- Bani Taha, Othman Ibrahim Mahmoud. 2021. "Legal Regulation of Credit Reporting Companies According to the Jordanian Credit Information Law No. 15 of 2010." *Al-Zaytoonah University of Jordan Journal for Legal Studies*, 2(1). <https://doi.org/10.15849/ZUJLS.210330.05>
- Dawood, Khaled Saad Al-Din. 2001. *The Element of Risk and the Obligations and Sanctions Resulting from Its Breach in Insurance Contracts*. Amman: Al-Ghadir Printing Press.
- Faraj, Tawfiq Hassan. 1991. *Rules of Guarantee in Lebanese Law*. Alexandria: University Press.
- Hadidi, Mi'raj. 2007. *Lectures on Algerian Insurance Law*. Algeria.
- Ibrahim, Jalal Mohamed. 1994a. *Insurance: A Comparative Study*. Cairo: Dar Al-Nahda Al-Arabiya.
- Ibrahim, Jalal Mohamed. 1994b. *Insurance: A Comparative Study between Egyptian, Kuwaiti, and French Law*. Cairo: Dar Al-Nahda Al-Arabiya.
- Khuwayda, Baha' Al-Din Masoud. 2008. *Legal Effects of the Insurance Contract*. Master's thesis, An-Najah National University.
- Mansour, Mohamed Hussein. n.d. *Provisions of Insurance Law*. Alexandria.
- Rukba, R. O. A., Awaisheh, S. M. A., Al-Hobabseh, W. I., Al-Khalaileh, L., Hmaidan, R. M., Althunibat, A. O., Awaisheh, S. M., & Abdelrahman, A. 2025. "Balancing Efficiency and Ethics in Public Administration." *Research Journal in Advanced Humanities*, 6(4). <https://doi.org/10.58256/ktbmht44>
- Salam, Osama Azmi, & Mousa, Shuqairi Nour. 2007. *Risk Management and Insurance*. Amman: Dar Al-Hamid.
- Sharaf Al-Din, Ahmad Al-Saeed. 1978. *Insurance Law in Legislation and Judiciary: A Comparative Study*.
- Sorour, Mohamed Shokry. 1975. *Special Sanctions in Insurance Contracts*. PhD dissertation, Cairo University.
- Suleiman, Ibrahim. n.d. *Insurance and Its Legal Rules*. Beirut: Dar Ibn Hazm.
- Yahya, Abdel-Wadoud. 1963. *Reinsurance*. Cairo: Cairo Modern Library.