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# The putative peril and how to report it by insurance in the maritime insurance

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**Abstract**
The aim of this study is to ascertain the situation of Jordanian legislature from putative peril insurance in maritime law. It also found out the obligations of the insured in the early declaration in putative peril. Insurance is required to investigate any dangers that might surround voyage before signing a contract with the marine insurance. It analyzes how to report it based on the marine insurance contract. The subject has a significant importance in determining the obligations of the insured and the scope of compensation that the insured deserves. In conclusion, when specific conditions avail, the legislature allows the putative peril in maritime insurance which will extend this provision to others. Here, other types of insurance were prohibited. The study recommend Jordanian legislature to make some modification in maritime and civil laws.

**Keywords:** substituted Li ferrite, magnetostatic and spin waves, microstrip array antenna, X-band frequency range

## 1. Introduction
Marine insurance is one of the most important contracts of maritime commerce in different countries. This insurance is provided to the owners of ships and cargo to safeguard and compensate them when the ship or the insured goods may suffer damage. This will help to avoid heavy losses. Hardly are goods or ship sailing in the sea not insured under insurance contracts.
Consequently, marine insurance contract provides a distinct privacy which is different from the rest of the other contracts. This privacy is the element of peril which is what makes insurance contract belong to a potential contract. However, this is likely to happen in the future or not.
Within the various maritime insurance contract provisions, we have chosen to look at the putative peril and on how to report it by the insured in the marine insurance contract. This is considered as the subject of importance in determining the obligations of the insured and the scope of compensation that the insured deserves.
What is the putative peril and what are the obligations of the insured in the early declaration in putative peril? Are the insured required to investigate any dangers that might surround voyage before signing a contract with the marine insurance? What is the time it will be due? What is the impact of good or bad faith on the insured obligation and does putative peril obligation extends to insurance agent? What is multiple putative peril insurance and what are the consequences of the damages in accordance with Jordanian legislation. Therefore, the above questions will be the corner of the study and its goal.

## 2. The Scope of the Study
The scope of this study is to clarify putative peril and relevance to declaration in maritime insurance peril data as an essential and important element of peril in maritime insurance contract. Furthermore, it aims to describe the relationship of peril insured obligation which involves presumptive declaration of hazard data regarding Jordanian laws and jurisprudence.

### 2.1 Dividing the Study
This study was divided into two (2) main parts. Here, the concept of putative peril will be taken in the first part, and how putative peril is reported by insured with danger will be taken in the second part.

## 3. Concept of Putative Peril
As an entrance to putative peril, we will define marine insurance and peril of the seas. Thus, a contract of marine insurance is an agreement whereby the insurer undertakes to indemnify the insured. This is done in the manner and to the extent where it is agreed upon. In addition, this is against transit losses.
Subsequently, incidental to transit (Marine insurance, module 4
http://www.nios.ac.in/media/documents/VocInsServices/m4-2f.pdf) with regards to the above definition, a marine insurance include:

A. Cargo insurance which provides insurance cover with respect to loss or damage of goods during transit by rail, road, sea, or air. Thus, cargo insurance involves the following:
1. Export and import shipments by ocean-going vessels of all types;
2. Coastal shipments by steamers, sailing vessels, Mechanized boats, etc.;
3. Shipments by inland vessels or country craft; and
4. Consignments by rail, road or air, and articles sent by post.

B. Hull insurance which is concerned with the insurance of ships (hull, machinery, etc.) (ibid).

Here, perils of the seas means there is a loss or damage due to heavy weather, standing, collision, sinking, contact with

seawater, etc. (ibid).

The term "Putative" is commonly regarded as: reputed, supposed (http://www.dictionary.com/browse/putative), while "Peril" means serious and immediate danger (https://en.oxforddictionaries.com/definition/peril).

Putative peril means danger that was made or is still at the time of the contract, but no contractors or at least one is so ignorant (Shatanawi, 2014) [10].

Another definition is that it is an unknown danger for insurance contract parties that happened or that still trail before signing insurance contract (Aleddwan, 1999) [4]. In addition, it can be defined as the moral hazard that exists in the mind of only contractors without requiring physical presence (Alsharqawi, 1966).

Therefore, the danger is presumptive realistically achieved without knowing any party of the insurance contract. The danger is potentially in their minds only, and not actual. This danger occurs if one or both is contracting at least delusional for the probability of future risk, while it actually ended in the past**.** For example, the insured vessel or goods insurance might already have been lost or has arrived safely before signing the contract (Mansour M).

In order to consider putative peril, both contractors don't have to be aware of the risk achievement or missed the time of signing their contract. Otherwise, the contract will be void (Badee S.).

Besides, there is presumptive and intended damage. This damage occurs when the insured goods are sold for less than its true value as a result of fear of being damaged due to maritime disaster. On the other hand, when it has not suffered any damage from the procedure, this type of damage is not covered by insurance (Aleddwan, 1999) [4].

Putative peril is an exception to the General rules. It requires the element of risk — as we pointed out before — to be unverified falling in real terms. It also requires it in the future. If the threat has already been made or the contract is yet to be signed, the contract is considered to be void.

Whereas if it is still putative without any impact connected to the contractors, then it fits the risk to be subject to insurance. Therefore, this agrees with the opinion that talks about the inadmissibility of the insurance contract in case of absence of possibility that the danger actually occurred in the past (Sharaf al-Din, 1987).

Furthermore, the question that arises is; how is the Jordanian legislature situation different from putative peril?

The answer is different whether maritime insurance or general insurance. This is described as follow:

### 3.1 General Insurance

Jordanian civil law did not explicitly allow or prohibit putative risk insurance, while Egypt civil law decided to void putative risk in general insurance in article 984/2.

Since there is no explicit article in Jordan civil law from putative risk insurance, we must find out the Jordanian law situation by taking general rules in civil law. The general rules emphasize that risk is an objective element of insurance contract which is based on potential in the future. Therefore, the contract will be void if this element is missing. As a result, we believe that Jordanian legislature considered as putative risk in general insurance is void.

Consequently, what supported our viewpoint was article 157 from civil law, which states that: "Every contract must contain and be based on an object." Article 163 paragraphs 1: The object is required to be capable of ruling contract. Also, the article 159 states: "If the contract was impossible at the signing time, the contract will be void." So if the peril was gone, then it will be impossible to consider that the contract is void.

The Jordan cassation court emphasize this result in many decisions; for instance, decision number 86/1978 (The insurance contract signed to ensure future probably accident if the contract signed after an insured risk happen, then the contract is void).

Secondly, decision number 426/1986 (Insurance contracts are signed to guarantee future peril that the insurance contract is signed after the peril, and that the contract signed is void for lack of object).

Finally, decision number 447/1999 (General rules on the insurance peril being insured is a probabilistic one but is an uncertain or a detective).

Therefore, we conclude that although the Jordanian Civil Code did not explicitly decide the invalidity insurance of peril, we can see presumptive invalidity of this contract in pursuant to the General rules. In addition, this was confirmed by Jordanian Court decisions.

### 3.2 Marine Insurance

Article (321) of the Jordanian maritime law enacts: Each contract was signed after the loss of the insured objects or after their arrival was null, and if the loss or access news have reached either the location of the insured prior to release and either place of signing the contract.

Regarding previous text to vitiate the contract if the insurer or the insured was a loss, the insured arrives at an intact ground time for insurance. Also, the concept of irregularity conclude that the contract is held if the insured is known or if the insured was not aware of the impossibility to occur as a result of Jordan's legislature which allows a putative peril insurance**.**

The motive of this direction that Jordanian legislature adapted might be a continuously different peril during sea cruise.

However, this was same direction headed by the Egyptian and English legislatures in article 210, 211, 212 of the Egypt maritime law and article 6 of English maritime law number 17/1906.

Recently, a viewpoint went against prior direction where it is based on developmental means of communications. Therefore, this enables the insured to follow up happening of the cruise and all surrounded perils through contacts with the ship's captain (Utair, 1999) [12].

With regards to former opinion, we see it as a lack of opinion regarding to the provision of law.

Returning to the text of the article (321) of Jordanian Maritime Law, we note that defendant has to prove invalidity of personal knowledge for the other loss for the insured or to the insurer. This will help to pass the difficulty of proving that the legislator has made the presumption easy to claim invalidity prove without need to prove personal knowledge when it enacts. Being null if the loss or access news have reached either the location of the insured prior to release it and either place before the signature of the contract signed by the

insured. However, the cassation court went in the same direction in decision number 629/1986.

From our point of view, the presumption created by the Jordanian legislator is a minor scale drafting. It is a nullity when proving that the news of the loss was based on the location of the insured before the knowledge of insurance. Also, nullity is resulting only upon proven knowledge access which is insured before the signing of the contract.

In addition, the result of the case also proved that the news access reached the place insured before the signing of the contract. As a result of inadequate evidence to place only contract concluded, in this case, it requires proving the insured's personal knowledge. Also, it would be the most appropriate if the legislator provides invalidity of the contract in case of proven news access. This access is either to the location of the insured or the insured or insurance lucidity before signing the contract. The Egyptian legislator in the first paragraph of article (350) from Egyptian maritime law number (8) Act (1990) states that: "invalid insurance contract concluded after the loss of the insured or upon arrival if the news of the loss or access before the contract amounted to a place of signing the contract or to the place where it is insured." However, we hope Jordanian legislature adopts this article.

Jordan maritime law permits in paragraph number (2) of article (321) that for the contractors to exclude the putative /presumption from the contract, a proof must be established in accordance with the General rules and that is what is called "the insurance provided good news or bad." This, however, states: If the insurance is placed on good news or bad, this item may not only be securing the ship equipped. Don't cancel the contract unless it proofs that the insured was aware of the loss of the ship or the insured was aware of its arrival before signing the contract.

With regards to the above article, if the contract provided good or bad news, it must prove the nullity by insurer before the signing of the contract. However, this is unlike the insured which must adhere to the invalidity to ensure that the insured ship arrives safely before signing the contract.

Although the legislature stipulated knowledge description prove here, we can say that knowledge is required to prove the person of the contractors. Thus, this is as long as the presumption is an excluded criterion personally and not substantive.

Subsequently, the position of the Jordanian legislature is very similar with the direction which the English legislator went in article (9) of English maritime law.

In summary, the putative peril is covered in maritime insurance if:

- The insurance contract is concluded without the risk of intentional presumptive itself. Where a contract is concluded to cover risk and prove that dangerous assumption – happened before signing of the contract – this insurance remains valid unless a pretense of the presumption of invalidity is provided for in article (321) Jordanian maritime law.
- Insurance contract on good or bad news, where potential contractors as already achieved or its removal, remains valid unless it is pretended upon by other party's personal knowledge invalidity, with regards to paragraph number (2) of article (321) Jordanian maritime law.

Therefore, we would like to point out that the last paragraph of article (321) Jordanian maritime law subjected a sanction which arises from the insured or the insured's bad faith insurance. This was concluded upon despite the knowledge of loss or access. The sanction is to pay double of insurance fees. Also, if the contract was signed by an agent, it is governed by same rules.

## 4. Putative Peril Reporting by the Insured with Hazard Data

It turns out that the putative peril is an exception to the General rules which requires to be an unverified threat falling upon the signing of insurance. However, it differs from other hazards held by insurance contracts. This pushes legislator to decide on special provisions only on marine insurance contracts. Therefore, the question arises on how to inform the insured about putative peril. Also, is there a connection between him and the Declaration of the insured risk data apprentice?

The Jordanian maritime law did not include any provision concerning the obligation of the insured peril data apprentice Declaration, except the article (300) which States: "any false statement or keeping information by the insured, while creating the contract, any difference between the insurance contract and transfer papers that would minimize the peril of insurance revokes idea even in the absence of fraudulent intent."

By extrapolation of the Jordanian Civil Code provisions governing insurance contract, specifically texts which are relevant to our study, we find the second paragraph of article (927) which states that: "based on the insured to the time of the contract, all the Intel matter insured his knowledge of peril assessment that takes it upon himself."

Furthermore, organized article (928) sanctions arose from keeping information in bad faith such as avoidance and compensation.

Based on extrapolating article (927) of the Jordanian Civil Code and article (300) of maritime law, it is clear that the law requires the insured at the time of contracting to disclose all data that matters. This is based on his knowledge of peril assessment to be undertaken when remaining silent about such statements or declaration. This, however, incorrectly displays the sanctions mentioned in the article above.

Furthermore, important data can be defined as circumstances or facts that would affect the idea of peril and affect the insurer's decision to accept it or not, or those that affects the value of the agreed premium. While other data comes out from under that concept, the insured is not required to be disclosed (Yahia, 2005).

Data that enables the insurer to assess the peril is divided into two types; personal data and substantive data.

### 4.1 Personal Data

This refers to the data concerning the insured person in terms of manners and his past, such as: court decisions against the insured, his financial status, if he had already concluded insurance with another company or not, and its security risk. In addition, this data is included if there are insurers on the same peril insured, whether or not he requested for insurance

from another company and they refused his request. Also, this type of data affects the decision by accepting the insurance contract of the insured or not, as he deems appropriate.

**4.2 Substantive Data**

This is the data related to the insured peril. Thus, the insured was able to adapt a precise adjustment peril. It knows what is surrounding the circumstances; however, these data differ based on the type of insurance that we are up against (Alsanhouri, 1987).

Examples of substantive data which the insured must indicate in case we are on marine insurance on the ship are: ship's name, grade, and nationality. Whether it is a Clipper ship, it goes with a motor mechanic, a boatload, and an old hardtop. Also, if the damages have already happen to the ship and it is not fixed or repaired, the damage would change the idea of risk insured, type of ship's navigation, and the flight date of the ship. Furthermore, due to the marine insurance on goods, the insured must indicate the nature of the goods to secure them.

This commitment which extends under the insured also discloses all data to his client who is subject to the same sanctions suffered by the insured during the breach of the obligation (Utair, 1999) [12].

The case of a dispute between the insured and the insurer revolts about the importance of a particular statement was not insured by declaring. However, it falls to the insurer due to the burden of proving the importance of data that have not been made public and its impact on the notion of peril has been configured (Sharaf al-Din, 1987).

The event proved the credibility of the insured in the statements made in the insurance policy. However, he dropped his right to compensation which was confirmed by the Court of Cassation in decision No 2006/2007.

It is not enough to be an important condition only to oblige the insured, but when an addition is required to be insured, a conclusion is drawn based on a mail with that data at the time of the insurance (Abu Orabi, 2011) [2]. This condition seems fair and reasonable for the insured. Also, how he could commit to disclose information is basically unknown to him. Thus, this solution for the insured may not seem so to the insured based on his interest to be informed about all the circumstances. This, therefore, we enable him to assess the peril assumed. If some circumstances are unknown to him, his content count is defective in the mistake. Also, it doesn't change the fact that the insured is ignorant of the data. Thus, he responds to this by saying that the insurer's commitment by announcing hazard data involves selecting the law scope and sanctions arising from its breach. Therefore, there is no room here to apply the General rules concerning the theory of mistake (Yahia A).

However, this was in compliance with the statement understood by the insured. It does not necessarily require actual knowledge of the insured. This means data that knows or those able to know will empower the insured of peril assessment which takes it upon himself. In addition, it follows that the insured must make reasonable care to know the peril he believes. His knowledge of fundamental risk-related incident does not exempt him from compliance with the announcement unless it was reasonable to be ignorant (AlSanhouri A). However, we believe that the judge determine that this is based on a standard normal man.

Furthermore, an opinion (ibid) should distinguish between the insured's ignorance of reality regarding the peril as the previous statement and the insured's good faith. However, good faith means the insured knowledge statement on peril. It is therefore obliged for it to be announced, but not because he is unaware of the importance of that statement without any intention to cheat the insurer or cause damages. Therefore, there is the need to be subject to fewer sanctions in case of purpose. Consequently, our support to previous opinion could be proven to be practically impossible.

If by knowing the insured uncertain statement, there have been rumors about a certain fact that this knowledge about the statement is revealed, the insured must provide the knowledge of news that has not been confirmed to the insurer (Yahia A).

As data and information is determined to be disclosed, the time of contracting do not extend to that which he had to know or he could have known (Sharafeldeen & Ahwani, 1975) [3].

With the support based on this opinion, we disagree in this case due to his assumption in information and an adequate knowledge. In this case, we see that the provision extends the stuffiness to that information.

Since the primary purpose of the obligation of the insured is to notify the insurer's peril data declaration statements and facts surrounding peril, risk assessment can be undertaken. It is logical that the insured does not need a statement because the information is well known to the insured. Silent insured or incorrect statement of danger does not invalidate the contract as long as the insured knowledge gave fact to that statement. Furthermore, data that can be investigated and can be identified by himself (Taha M).

In addition to that, the insurer cannot claim null of insurance contract, unless the insured didn't make statements previously in insurance policy. This can be seen as well in the case of the insured security on the goods sent to a country at war. This is because in this circumstance, it is presumably known of all including the insurer. Also, they are no longer silent of the insured not to mention mortgages on the ship. This is based on the fact that the insurer can know the data through by keeping record of it. This is exceptional unless particular insurance contract refers to the need to declare those mortgages (ibid).

In case of multiple peril insurance, agreement which locked at the circle was named. This forces known and insured were reaching for this insurance peril conditions before the rest of the other insured. Subsequently, it takes this judgment also if insurance contract is unlocked and he shared other insured on the same peril. In other cases, a knowledge of each insured in its sleeve which inform somebody to be known does not apply to the others. In addition, the insured must declare all insured in an important and influential circumstance, especially if someone knew that it could not invoke it in front of the others (Yahia A).

Insurer informed judgment takes the circumstances affecting the awareness of insurance broker and entrusted insurer authority to conclude contracts on behalf of him. Therefore, if the insurance broker knows that data of such knowledge is replaced by the insurer's declaration, the insured is relieved. If a task is only insurance broker insurance brokerage -mediator

to sign only and doesn't know about these circumstances, the insured remains obliged to describe those circumstance in this case (Abdel Aal M, 2001; Sharaf al-Din A) [1].

In conclusion, the foregoing that the insured is not obliged to declare the information affecting risk is general. As a result, everyone presumably knew them. Also, neither was the data known to the insurance broker and was authorized by the insurance contracts for competences. The information affecting the risk of personal or substantive nature will be insured to the insurer or insurance broker to be able to assess the dangers that will secure them.

Furthermore, the insured shall declare hazard data during the period between the date of submission of the request of the insurer and the insurance before the moment it accepts the insured on peril coverage to be secured. This is done either by answering questions received from the insurer, or by an automatic disclosure by the insured with important data. In both ways, the insured will no longer keep his commitment to just answering questions. This is based on the fact that it is impossible to exhaust these questions. All hazard data and various risk conditions can count so that the insured can make statements that did not answer the question of the insured as long as they were important and influential.

After viewing Putative peril reporting by the insured with hazard data, question arises as on how this obligation can be informed.

After viewing the obligation of insured by reporting apprentice of hazard data, question arises as to how this obligation can inform the insurer to insure for putative peril.

However, the fact is that it is an important and essential data for the insurer depending on his knowledge — as we pointed out earlier – either it accept or reject the insurance that was concluded by insured. If the insured knows reality check during the period between the submission request insurance prior to the insurer's decision to accept it or not, insurance can be considered as a putative peril announcement. This is considered to be a part of the declaration apprentice on hazard data. Here, the insured must make a insured of reality check Danger. If this statement is silent or is not declared, the insurer will later found out that the insured was aware of the incident and couldn't prove the presumption set forth in article/321 of the Jordanian Maritime Law. Also, it couldn't prove personal knowledge, it cannot apply the sanctions provided for in that article, and could prove only unplanned. Therefore, it applies to penalties for a breach of fundamental statement in insurance. Here, the insured has bad faith because he can't imagine goodwill in not announcing this. Also, the insured is not required to check if the fact statement shows that it was a disaster that occurs.

What if the insured most likely knew about the peril that comes true? Is it a declaration that the insurer is a part of his announcement novice data*?*

Due to the fact that no text in Jordanian legislation addresses this situation, some commentators believed that the knowledge of the insured is an uncertain fact that is related to peril. This, however, can be considered to be public knowledge. As a result, the insured is obliged to describe those (rumors) that have not confirmed the insurer. Thus, this can be measured if the insured about reality check is an uncertain danger, and if he thought it most likely insured that risk has come true before conclusion of insurance or before it reaches its chief rumors. The sinking of the ship to be insured or the loss of the goods, for example, can be considered as a beginner peril data. In addition, it shall be binding on the statement made by the insured to the insurer to decide if the latter accepts the risk or not (Yahia A)*.*

Therefore, we can confirm the above by saying: the insurance contract provided good or bad news. This requires starting to becoming contractors taking it as a probability check. Then it is good news and bad clause in the contract. As a result, the expectation for probability check danger are either based on rumors which reached their knowledge about reality check; or at least, they most likely have one contractors as the insured. For example, that danger could hasten to give information to the insurer, and the insurer accepts the peril. This declaration by the insured is an advertising newbie on hazard data. It is arranged either to accept insured for concluding insurance under certain conditions as good news or result in the non-acceptance of it*.*

As a result, it extends the fact that the insured knew about statement check risk and he informed the agent about it. Therefore, if the agent knows check danger, he must hasten to declare it to the insurer by not counting the breach of obligation. Also, in case doubt arises, the risk insured have to be checked. This confirmed the general rules in article 111 of the Jordanian Civil Code.

1. If the contract on behalf of the person by the agent does not have an authentic personality when considering the flaws, there will be a significant impact of his knowledge in some special circumstances. 2. However, if the agent is acting according to specific instructions from his client, and not to the client that adheres to the vicar's ignorance of the circumstances that was known.

This is confirmed in article 322 of the Jordanian Maritime law which stated: "The agent's insurance is invalid if he was able to know the news."

If the agent was capable of knowing and understanding the incident, we emphasize that he considers a breach of his obligation in terms of declaration.

However, two questions arises:

**First Question**

The first question is related to "others" reality knowledge in peril, and it transfers it to the insurer. However, this considers knowledge in this case.

**Second Question**

In case of multiple insurance, the insured requires a statement that caught the check of all insurers, or the statement of one insurer who was relieved of his obligation.

For the first question, the term 'Other' means any person who is not a party to the insurance contract. For example, the carrier is entrusted in the process of moving and transferring goods from one place to another. Thus, we know that the insurance contract and all contracts in General, everyone with an interest in the annulment of a contract proves invalid, noted that the insurance contract after an insured peril from the held is void. Thus, any interested party may invoke the nullity before the Court on its own. This is confirmed in Article 168/2 of the Jordanian Civil Code. Also, a carrier has the right to

invoke the insurance contract held void after checking out the peril and proving to anyone who knew that the parties before the Court require the nullity. Therefore, his interest here, for example, is paying back the insurance company for compensation that has been paid to the insured under direct proceedings. For the carrier knowledge based on the reality check, the danger or probability can be achieved as an added beginning of hazard data. Here, we see that the carrier is very conscious of the happenings of the cruise more than the insured himself. In such a circumstance, the insured must take it into account, knowing the danger that they will be taking upon themselves.

**As for the second question**

In case of multiple insurers of peril, contract object is aimed to secure the loop. The insured should possess a reality knowledge of peril so as to announce it to the insurer which was accessible to the insurance. On the other hand, he needs not to announce it to others. However, he should have missed relations among insurers.

The insured may report the reality check (putative peril) for answering several questions. The insured question, however, involves a question whether they are aware of the insured peril or they have achieved it through automatic declaration before the insured himself or his insurance agent.

## 5. Conclusion

Through this study, we came up with a set of results and recommendations:

### 5.1. Results

1. Stand the putative peril in insurance contract on moral standard due to the ignorance of both contractors or one time insurance and risk check before signing the contract.
2. Allowed the conclusion of putative peril in maritime insurance. With regards to general rules in civil law, we found that it is not allowed in general insurance.
3. All the maritime insurance contracts on putative peril are right unless one of the contractors or others – which has an interest to be avoided either through proof presumption of knowledge stipulated in article 321 Jordanian maritime law or through a contractor's personal knowledge proof if the insurance hoped for good or bad news.
4. The law requires the insured in article 927 Jordanian civil law and 300 Jordanian maritime laws to disclose all information that the insured uses to estimate the hazards.
5. Putative peril declaration is considered as a beginner if there is a data availability conditions apprentice for that data.
6. Exemption of the insured and the insurance agent of facts which are of a general nature and which everyone know.
7. The other declaration as a carrier, for example, can be taken as a declaration of hazard data.
8. The Jordanian legislature botched in organizing the insured breach sanctions Declaration apprentice on hazard data contained in the law of maritime in article 300, is also devoted to the insured good faith and bad faith penalty of invalidity.

### 5.2 Recommendations

1. To amend the definition of maritime insurance contract contained in Article 296 of maritime law to include maritime hazards within the definition.
2. To add article to the maritime law in ensuring the legality of the maritime peril modeled Jordanian civil law.
3. Since putative peril is invalid in general insurance regarding the general rules in the civil law, we asked the Jordanian legislature to add article to civil law, decide on it, and give suggested text. Insurance contract is considered void if the insured peril was gone or had been achieved before the signing of the contract.
4. We hope that the Jordanian legislature is able to amend the article 322 of the maritime law. Here, the insured or the insured's agents are informed promptly of the insured thing through access to news blog.
5. We hope the Jordanian legislature is explicitly the obligation of the insurer to inform the insured about a putative peril either before signing of the contract or thereafter. It also aims to determine the duration announced by the insurer.

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