

REGULATORY FRAMEWORK OF FAMILY TAKAFUL IN THE CONTEMPORARY ECONOMIC REALITY

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Sharī'ah model of family takāful is not meant for protecting soul, but it is a financial technique undertaking to provide a financial security for the widows, orphans and other dependents of the deceased (assured), against a future unexpected financial risk. The conventional system, however, offers a life insurance policy, which may not be free from Ribā (interest), or some other elements, which are not recognized by Islamic teaching. Based on the observation of the practices of life insurance policies under the conventional system many Muslims, and even some Islamic scholars, diametrically oppose the idea of life insurance policies, but have not come up with an Islamic alternative model to the conventional one, which would meet the expectations of contemporary Muslims and would protect widows, orphans and other dependents in society from unpredicted future financial risk. Hence, the central idea of the model of an Islamic life insurance is that, it is not a policy to insure one's own life, but is a financial transaction relying on the principles of mutual cooperation, to undertake a responsibility towards safeguarding widows, orphans and other dependents of the deceased (assured), from future financial risk, which does not involve the elements of 'Ribā' but is operated along the lines of the following principles of the 'al-Mudhārabah' financial technique, while neither clashing with the principles of 'al-Mīrath' nor with the principles of 'al-Wasiyah'. In an Islamic model of life insurance policy the nominee(s) is not an absolute beneficiary(s) but a mere trustee¹, who is under a duty to obtain benefits over the policy, and distribute them among the heirs of the deceased (assured), according to the principles of 'al-Mīrath' and 'al-Wasiyah'.² This article tries to come up with a solution to the operation of an Islamic model of life insurance policy, in contemporary Muslim societies, refuting the misconceptions that, some Muslims have placed against the validity of a life insurance policy.

Presentation of Issue

The central idea of Family *Takāful* under the Islamic discipline is quite different from the one, which is practiced under the conventional system. An Islamic model of a life insurance policy, however, is a financial transaction based on the principle of the 'al-Mudhārabah' financing technique relying on the principle of mutual cooperation undertaking a responsibility towards safeguarding widows, orphans and other dependents of the deceased (assured/policy holder) from an unexpected future

material risk. The nominee(s) in the life insurance policy who is appointed by the assured, is not an absolute beneficiary(s) over the policy, but a mere trustee who receives the benefits and distribute them among the heirs of the deceased (assured), according to the principles of ‘*al-Mīrath*’ (inheritance) and ‘*al-Wasiyyah*’ (bequest). Where the assured is still alive upon the maturity of the policy period, he has the right to claim from the insurer the paid-premiums, the share of profits made over the paid premiums, plus bonus and dividends according to the company policy. But if the assured dies at any time before the maturity of the policy, the claim of the nominee(s) includes the paid-premiums, the share of profits made over the paid-premiums, bonus and dividends according to the company’s policy plus a donation from the company’s charitable fund according to the financial condition of the beneficiary(s) of the assured. As for the claim for benefits over a life insurance policy, the death of the assured does not necessarily have to be natural or accidental, but any cause of the death (even an unlawful death like suicide or being killed in the act of a crime etc.), counts so long as the death of the assured is proved. This is because the death of a person is determined by *Allāh* (swt) as is stated in the Holy *Qur’ān*

“*No soul can die except by the permission of Allah (swt), the term being fixed (by Allāh SWT).....*”³

Moreover, as regards with the act of suicide or any other crimes, the doer himself/herself is solely accountable to *Allāh* (swt) for his/her own act. As *Allāh* (swt) ruled in the holy *Qur’ān*:

“*...They shall reap the fruit of what they did, and you what you do...*”⁴

Thus, it does not mean that, a criminal will simultaneously be accountable for his/her own wrongful act and also be deprived from other rights. It is a fundamental right of everyone in a society to enjoy in business and other matters, which they acquire lawfully. Such personal rights should be exercised by everyone equally, regardless of whether one is innocent or a criminal, as long as are the rights within the lawful sphere. Hence, life insurance policy is a transaction, whereby the assured’s beneficiary(s) should not be deprived due to the assured’s criminal act (i.e. act of suicide, or being killed for a wrongful act etc.). The agent in a life insurance policy is not supposed to be paid his salary out of the assured’s premiums, because they work for “The Company” and thus should be paid by “The Company”. For example since a life insurance policy is based on the principle of ‘*al-Mudhārabah*’, whereby the involved parties i.e. insurer, assured, and agents share the profit over the business, which is partly run by the assured’s paid-premiums, therefore, the interest for the agent in a life insurance policy is a share of profits made over the assured’s paid premiums plus dividend and bonus, according to the company’s policy. As regards to the insurable interest in a life policy under the Islamic model, the policy holder himself has an insurable interest if he is alive upon the expiry of the policy period. If the assured dies at any time within the policy period, the insurable interest is to be vested only in the heirs of the assured according to the principles of ‘*al-Mīrath*’ and ‘*al-Wasiyyah*.’

Chief Objectives

Having a Family *Takāful* @ Islamic life insurance policy does not mean that, one has insured one’s own life, but it is a fair financial transaction catering for the benefits of certain helpless people in the society. The rationale behind having a *Sharī’ah* justified life insurance policy could be summed up as follows:

1. It is one of the means of providing a material safeguard for offspring, and is thus in line with the saying of the *Holy Prophet (saw)*. He (saw) spoke to this effect:

*“ Narrated by Saad b. Abi Waqqas (r.a)...: it is better for you to leave you off-spring wealthy than to leave them poor, asking others for help... ”*⁵

2. Having a life insurance policy @ Family *Takāful* is a future material security for widows and other dependents of the deceased (assured). The *Holy Prophet (saw)* in fact encouraged the providing of security for the widows and poor persons as he highlighted in one of *his* traditions:

*“ Narrated by Safwan bin Salim (r.a): The one who looks after and works for a widow and for a poor person (dependent), is like a warrior fighting for The Cause of Allāh (swt), or like a person who fasts during the day and prays throughout the night. “.*⁶

3. A life insurance policy guarantees a future material protection for, *Inter Alia*, orphans, and it is again justified by the saying of the *Holy Prophet (saw)*:

*“Narrated by Sahl bin Saad (r.a): I and the person who looks after an orphan and provides for him, will be in paradise like this, putting his index and middle finger together....”*⁷

4. Having a life insurance policy provides certain persons (as widows, orphans and so on) with a protection from unexpected future material difficulties, which may lead to the hardships in the lives of these people. The *Holy Prophet* advised the *ummah* to protect one from any form of hardships and difficulties when he said to the effect:

*“Narrated by Abu Huraira (r.a): Whosoever removes a worldly grief from a believer, Allāh (swt) will remove from him one of the griefs of the day of Judgement. Whosoever alleviates a needy person Allāh (swt) will alleviate from him in this world and the next....”*⁸

5. Having a life insurance policy is like taking an initiative towards reducing the poverty rates and contributing towards a reasonable comfortable life without such difficulties. It is thus justified by the *Qur’anic* principle whereby *Allāh (swt)* advised the creatures to seek from Him The comfortable life. *He (swt)* says to the effect:

*“...our Lord! Give us comfortable life in this world and comfortable life in the hereafter...”*⁹

6. A life insurance policy ensures mutual cooperation, a brotherly feeling towards others, which provides a positive status, hence provides a feeling of brotherhood in society. For example, an assured pays the premium, which enables the insurer to invest and make a profit, while the insurer ensures a financial protection for the assured’s beneficiary(s). Such financial cooperation lead to a sense of brotherhood and economic progress. Moreover, having a life insurance policy is a positive initiative by the assured towards a positive material status of the widow, offspring and so on. Such mutual cooperation towards a positive goal, is in fact ruled on by *Allāh (swt)* where *He (swt)* says to the effect:

“...Sustain in mutual cooperation among yourselves in righteousness and piety...”¹⁰

7. Finally having a life insurance policy is like taking an initiative towards ensuring a self-reliant society, without facing hardship and difficulties, and of course an economic growth in society, which may result in the elimination of hardship and bring about a comfortable standard of living in the society. It is thus, in line with the *Qur’anic* principle where *Allâh (swt)* Himself prefers an easy life for the creatures rather than them having difficulties. *He (swt)* says to the effect:

“..*Alâh (swt)* intends easy life for all of you while *He* does not want you to be in difficulties..”¹¹

Family Takâful vs. Life Insurance

The purpose of scrutinising is to discover the basic contrast between the conventional system of life insurance and the Islamic model of it. This is because some *Ulamâ* and many Muslims are of the impression that, a life insurance is totally prohibited in Islam. The argument has been raised from the scenario of life insurance policy practised under the conventional system. It is to be acknowledge here that, even though in both the conventional system as well as in Islam a notion of life insurance policy is being designed, there are undoubtedly several aspects whereby, both systems are in conflict in both, principles and practices. I would therefore, like to sum up the basic contrast between them, which may enable us to grasp the nature of the Islamic model of a life insurance policy as an alternative to the one, which is practiced under the conventional system. The basic contrasts are as follows:

1. A life insurance policy under the conventional system evolves around the element of ‘*Ribâ*’, whereas an Islamic model of life insurance policy is totally free from the elements of ‘*Ribâ*’, for it is operated based on the principle of ‘*al-Mudhârabah*’ financing technique.¹²
2. In a conventional system of life insurance policy, the nominee(s) is an absolute beneficiary(s). Suffian J. in *Re Man bin Mihah*,¹³ gave a verdict that, the nominee(s) *Inter Alia* in a life insurance policy takes absolutely and exclusively the benefits of the policy.¹⁴ In contrast, the nominee(s) in a life policy under the Islamic model is not an absolute beneficiary(s), but a mere trustee who is in a position to receive the benefit over the policy on behalf of the assured’s heirs, and distribute it among them according to the principles of ‘*al-Mîrath*’ (inheritance) and ‘*Wasiyyah*’ (bequest)¹⁵. In *Karim v. Hanifa*¹⁶ the High Court of Karachi ruled out that, the nominee(s) in a life insurance policy is nothing more than a mere agent.¹⁷ The *National Council for Muslim Religious Affairs* in Malaysia, also issued a *Fatwa* to the same effect in 1979 that, the nominee(s) in a life insurance is a mere trustee who is supposed to receive the benefit over the policy and distribute it among the heirs of the deceased, according to the principles of ‘*al-Mîrath*’ and ‘*al-Wasiyah*’.¹⁸
3. Idea of a conventional designed life insurance policy is that, if the assured dies at any time before the maturity of the policy, the nominee(s) is entitled to maturity of the policy, the nominee(s) is entitled to recover from the insurer the whole amount agreed in the policy. While, if the assured is still alive upon

the expiry of the policy period, he is also entitled for the whole amount agreed in the policy plus the interest, dividends and bonus, subject to the company's policy. On the contrary, in the paradigm of an Islamic Model of life insurance policy is that, if the assured dies at any time before the policy matures, the beneficiary(s) is entitled from the insurance company to the whole amount of paid premiums, the bonus and dividends according to the company's policy, a share of profits made over the paid-premiums, plus a donation from the company's charitable fund according to the financial status of the beneficiary(s) (i.e. if the beneficiary(s) is financially in good condition the amount will be small, but if the beneficiary(s) is financially weak or unstable the amount could be bigger).¹⁹ Such transaction is considered as a mutual cooperation towards the welfare of the helpless people in a society, and is thus in line with the *Qur'anic* principle. *Allāh (swt)* says to the effect:

“...Cooperate among yourselves in righteousness and piety...”²⁰

However, in the case where the assured is still alive upon the expiry of the maturity period, he is entitled from the company the whole amount of paid-premiums, a share of profit made over the paid-premiums according to the principle of ‘*al-Mudhārabah*’, bonus and dividends, according to the company's policy.

4. In the operation of a life insurance policy under the conventional system, the payments for the agents are to be paid out of the assured's paid-premiums, whereas under the Islamic model of a life insurance policy, the agents work for the company, and thus, they should be paid by the company itself. This means that, the payment for the agents could include a share of profits made over the paid premiums, plus dividends and bonus according to the company's policy.
5. With regard to the insurable interest under the conventional system, it is usually vested to the policyholder himself²¹ should he be alive upon the expiry of the policy period. But, in the case of the death of the assured within the period, the insurable interest is to be vested to husband and wife, parents or children, the benefactor or beneficiary or servant, company and director, trustee and employee, partners, mortgagor and mortgagee.²²

In contrast, under the Islamic model, the insurable interest is to be vested to the assured himself or to his heirs according to the principles of ‘*al-Mīrath*’ and ‘*al-Wasiyyah*’.²³

Governing Principles Affecting Family Takāful

It has obviously been established from the earlier discussion that, a life insurance policy under the Islamic model is different from the one practised under the conventional system. Here, I wish to propose the following basic governing principles for the Islamic model of life insurance.

1. Prior to entering into a life insurance agreement, the assured must have a sincere intention that, the policy will not lead to gain, but should look towards protection of off-springs, wife and the other dependants from unexpected future financial risk. Simultaneously, he also has to put his trust in *Allāh (swt)* for the betterment of those dependants' future lives. Such initiatives thus, are in line with the advice of the *Holy Prophet (saw)*:

“The Holy Prophet (saw) told a bedouin Arab who left his camel untied trusting to the Will of Allāh (swt): Tie the camel first then leave it to Allāh (swt).”²⁴

2. The life insurance policy should not be involved with ‘*Ribā*’ but based on the principles of the ‘*al-Mudhārabah*’ financing technique, whereby the insurer as well as the assured or his beneficiaries share the profits, bonus and dividends accordingly.
3. In the case of the assured’s death at any time during the policy period, the beneficiary(s) of the assured should not fight for the whole amount, but only for the paid-premiums, a share of profits made over the paid-premiums, bonus and dividends accordingly, plus a donation from the company’s charitable fund, according to the beneficiary(s) financial condition.
4. In case where the assured is alive upon the expiry of the policy period, the assured can only claim from the company the paid-premiums, a share of profits²⁵ made over the paid premiums, plus bonus and dividends according to the company’s policy.
5. The nominee(s) in a life insurance policy does not necessarily have to be an absolute beneficiary(s), but a mere trustee who is under a duty to receive the benefits from the insurer, and distribute them among the heirs of the assured according to the principles of ‘*al-Mīrath*’ and ‘*al-Wasiyyah*’. Hence, should the nominee(s) fall into the category of heirs of the assured, he/she is also entitled to a share accordingly.
6. The agents in a life insurance policy should not be paid out of the paid premiums by the assured, but be paid out of the share of the profit made over the paid premiums by the company itself. This is because the agents are not working for the assured, but for the company. Therefore, the agents should enjoy a share (a salary) of the profits according to the company’s policy.
7. As regards the investment of the paid premiums, Adil Salahi suggested that, the company (insurer) is under an obligation to invest the paid premiums in a lawful business, which is free from the elements of ‘*Ribā*’,²⁶ ‘gambling’ and other forms of unlawful transactions, contrary to divine principles.
8. The insurable interest in a life policy should be presented either to the assured himself (should he be alive upon the expiry of the policy period) or to the heirs of the assured (should the assured die at any time within the policy period) according to the principles of ‘*al-Mīrath*’ and ‘*al-Wasiyyah*’.²⁷

Differences of Views

Some Islamic scholars oppose the idea of contract of life insurance generally. They argue that, a life insurance contract is contrary to the Divine principles and thus, is not permissible in Islam. There are another group of *Ulamā* who agreed to the general insurance with certain conditions, but they oppose the application of life insurance policy.²⁸ In this section, an attempt is made to highlight the opposing views of the *Ulamā* against the validity of life insurance in today’s society and possible refutation to it.

Negative Attitudes

Among the opponents against the validity of life insurance are *Mufti Mohd. Bakhit, Mohd. Abu Zuhra, Mohd. Musa, Ahmad Ibrahim, Al- Hanafi, Ibd Abdeen, Sheikh Shaukat, Khan Mohd. Yusuf Musa, Shaukat Alyan, Ahmad Fahmi, Ahmad Taha Sanusi, Abdur Rahman Isa, Ali Khaleef* and a few others including *Al-Sheikh Jad Al-Haq Ali Jad Al-Haq*, who vehemently oppose the idea as well as the operating of life insurance policy in the light of the divine sanctions. In their judgement life insurance is absolutely opposed to the *Sharī'ah* discipline and thus shall not be permissible in Islamic teachings.²⁹

Basis for the Negative Attitudes

The grounds for opposing the validity of life insurance are in fact based on many reasons. Here, I would like to sum up some of the principal grounds upon which the *Ulamā* and many Muslims are reluctant to accept a life insurance policy under the shield of Islamic teachings. Their arguments rely on the following grounds:

1. It is a policy of insuring one's life. *Sheikh Jad al-Haq* issued a 'Fatwa' against the validity of life insurance because it is a transaction, which ensures one's life, and insuring one's life by a creature is not permissible in the *Sharī'ah*.³⁰
2. A life insurance contract involves unlawful elements. A contract which involves unlawful elements can never be binding as the *Holy Prophet (saw)* says to the effect:

*"..the Muslims are bound by the conditions except the condition which prohibits the permitted one or the one which permits the prohibited one."*³¹

3. It contains the element of 'Ribā'.³² Many *Ulamā* oppose the validity of life insurance because it contains elements of both kinds of 'Ribā' i.e. 'Ribā al-Fadhl' and 'Ribā al-Nasiah'. For example, if the insurer pays the insured or his beneficiary(s) in return of paid premiums more than what he paid, it becomes 'Ribā al-Fadhl', while the payments by the insurer to the assured after a particular period of time becomes 'Ribā al-Nasiah'. Thus both situations make a life insurance policy unlawful.³³ This is because, any transaction involving 'Ribā' does not have shelter in the Islamic *Sharī'ah* as *Allāh (swt)* declared to the effect:

*"... Allāh (swt) permitted trade while prohibited Ribā..."*³⁴

4. It supersedes the Will of *Allāh (swt)*. In a life insurance policy, from the commencement of the contract between the insurer and the assured, the assured always aims that, upon his death his beneficiary(s) would gain a large amount of money. In such a situation, the assured predetermines his own death as well as confirming the material gain for his beneficiary(s) whereas, *Allāh (swt)* is the one who determines one's death as well as future earnings. *Allāh (swt)* reminds us to the effect:

*".. Nor does anyone know what it is that he will earn tomorrow, nor does anyone know in what land he is to die, verily Allāh (swt) has full knowledge and He is acquainted (with all things)."*³⁵

5. It contains an element of betting. In a betting the gambler always hopes for a chance to gain. Similarly, in a life insurance policy the assured upon the payment of premiums to the insurer, always hopes for a chance of gaining a large amount of money. Hoping for such a chance is similar to gambling and thus, *Sharī'ah* never recognises it as a valid transaction.³⁶
6. It has element of 'Al-Garar' (uncertainty). Any contract whose subject matter or the object involves 'al-Garar' (uncertainty), the contract deemed to be null and *void ab initio*. In a life insurance contract the subject matter is a death and it is not certain whether the assured's death will occur during the policy period or not. Thus, such uncertainty in the life insurance policy leads the policy to be invalid. Moreover, a transaction involves 'Garar' is prohibited in the Islamic discipline as the *Hadīth* to this effect:

*"The Holy Prophet (saw) forbade the transaction through fraudulent means or the Garar Sale."*³⁷

7. It contains the element of *Maisir* (gambling). In a gambling the gambler pays a certain amount of money and subsequently hopes for a chance to gain an additional large amount of money.³⁸ Any transaction involving such element of gambling is prohibited in the *Sharī'ah*, as *Allāh (swt)* says to the effect:

*"...They ask thee concerning wine and gambling say in them is great sin..."*³⁹

Similarly, in a life insurance policy the assured always hope for a chance to gain, which is in the same nature as gambling and thus is prohibited in the Islamic *Sharī'ah*.

8. There is no direct authority, which justifies life insurance. There are some who do not accept the life insurance policy as a valid transaction. They claim that, a life insurance policy is a transaction, which cannot be justified by the injunctions from either the '*Qur'ān*' or the '*Sunnah*'.
9. It is contrary to the principles of '*Tawakkul*' (placing the trust in *Allāh (swt)*). It is a fundamental obligation on believers, in conformity with their faith, to place their trust always on the Al-Mighty *Allāh (swt)*. As *Allāh (swt)* commanded to the effect:

*"...but on Allāh (swt) 'Tawakkul' (put your trust) if you have faith'."*⁴⁰

In a life insurance policy once the assured enters into an agreement and pays regular premiums while he hopes that, one day he will die, and the insurer will protect his beneficiary(s) financially. In this case, the assured puts his trust not in *Allāh (swt)* but on the insurer, which is contrary to the *Qur'anic* principles of '*Tawakkul*' and therefore, a life insurance policy should be deemed to be unlawful.

10. It is contrary to the principles of '*al-Mīrath*' and '*al-Wasiyah*'. Both *al-Mīrath* and *al-Wasiyah* are among the divine doctrines which provide that, one's property or wealth upon death is, *inter alia*, to be distributed among the right beneficiaries in accordance with the principles of '*al-Mīrath*' and '*al-Wasiyah*'. In the light of these principles, the deceased has no jurisdiction to determine the beneficiary(s) upon his death. In a life insurance policy however, the assured nominates the beneficiary(s) who are expected to enjoy the benefits of the policy. It seems that, the assured determines the beneficiary(s). Thus it is contrary to the principles of '*al-Mīrath*' (inheritance) and '*al-Wasiyah*' (bequest).⁴¹

The recent *Fatwa* by **Shaikh Al-Azhar**. *Sheikh al-Azhar, Al-Shaikh Jad-al-Haq Ali Jad al-Haq*, responded in a *Fatwa* session on the position of life insurance in Islamic *Shari'ah*, which has appeared in '*al-Iqtisadul Islami*' July 1995, in the *Fatwa* column, at 60. In his *Fatwa* he established that a life insurance policy is prohibited in Islamic *Shari'ah*.⁴² His claim was based on the following grounds:

1. In the light of the principles of Islamic *Shari'ah* no one could ensure others' wealth or property unless there is a fear of unjust enrichment, losses or destruction. In a life insurance policy these three circumstances are not available; moreover, a life insurance policy involves the elements of *Ribâ* and therefore, it is not allowed in Islam.⁴³
2. Life insurance is a policy which insures one's life and thus it is not permissible in Islam.⁴⁴
3. A life insurance policy involves the element of *al-Garar* (uncertainty). A transaction, which involves *Garar*, is not valid in the eyes of the Islamic *Shari'ah* and therefore a life insurance is unlawful.⁴⁵
4. Moreover, he went on to prolong his discussion by arguing that, a life insurance contract evolves not around mutual cooperation but unlawful elements and thus if a contract evolves around such elements it is null and void⁴⁶ relating on the following *Hadîth*:

“..Muslims are bound by the conditions except conditions which prohibit the permitted one or the one which permits the prohibited one.”⁴⁷

5. Finally, he advised Muslims that, Muslims should get involved in a life insurance policy because anyone who obtains money from such a policy is *haram*.⁴⁸

Response To The Opponents

There are differences of grounds relying on the divine authorities, authenticities and analytical approaches, put forward by distinguished Islamic scholars in opposing the operation of life insurance policy in the light of *Shari'ah* discipline. I sincerely believe that, if those scholars could spend some time deeply concentrating on the issue of life insurance policies without looking at the nature of how the conventional system operates, but consider the material risk of unfortunate orphans, widows and other dependents who may unexpectedly lost their bread winner, then surely they could come up with an alternative Islamic model of life insurance, justified by the divine sanctions, which may protect these vulnerable persons from unexpected future material risks, and ensure the elimination of poverty in society while guaranteeing an economic growth in the *Muslim Ummah*. In this part of the article, I would like to respond to the views put forward by the opponents against the validity of life insurance policies, which will enable us to understand the actual scenario of a life insurance policy under Islamic teaching, and be able to distinguish a life insurance policy under Islamic teaching from one, which is operated under the conventional system.

1. Getting involved with a life insurance policy does not mean that, one is insuring one's own life, but it is mere financial transaction based on the principles of *al-Mudhârabah* relying on the *Qur'anic* doctrine of mutual cooperation,⁴⁹ in taking an initiative towards rescuing orphans, widows, and other dependents of the deceased from an unpredicted future material risk. In a life policy, the insurer and the assured equally believe prior to entering into the agreement that, every creature is subject to death, and

and thus the assured will surely meet his death. In other words, a life insurance policy means, the initiative to provide financial security for the orphans and so on, which has nothing to do with insuring one's own life as claimed by some.⁵⁰ Moreover, an initiative is like ensuring the future welfare of the off-springs (orphans), widows, and dependents, and it is highly justified by the Islamic doctrine of the following *Ahadīth* as the *Holy Prophet (saw)* stated to the effect:

*"Narrated by Saad bin Abi Waqqas (r.a)... the Holy Prophet (saw) said... it is better for you to leave your off-spring wealthy than to leave them poor, asking others for help.."*⁵¹

*"Narrated by Saffwan bin Salim (r.a) the Holy Prophet (saw) said the one who looks after and works for a widow and for a poor person is like a warrior fighting for Allāh's cause or.... Fasts during the day and pray through out the night"*⁵²

Relying on the above justifications, it could be stated here that, a life insurance policy does not mean to insure one's own life, but it is a great contribution towards the future welfare of orphans, widows and other dependents.

- 2) A life insurance contract does not involve unlawful elements like *Garar*, *Ribā*, or gambling as claimed by some.⁵³ It is a lawful financial transaction whose subject matter is the assured's death, which is not uncertain (*Garar*) or the assured does not hope for a chance (like gambling), but he is taking an initiative for the future welfare of the orphans, widows and so on. Moreover, it is a financial dealing based on the principles of *al-mudhārabah* financing technique, whereby the parties involved share the profits over the paid-premiums and do not get the interest, which is different from the one under the conventional system (which is *Ribā*-based). However, since the life insurance contract does not involve these unlawful elements, it is thus lawful and binding because the *Holy Prophet (saw)* said:

*"Muslims are bound by their contract except the one which prohibits the permitted one and vice versa."*⁵⁴

3. A life insurance policy does not involve an element of *Ribā* as claimed by some *Ulamā*⁵⁵ but it is a financial transaction, which is in line with the principles of mutual cooperation, based on the principle of the *al-Mudhārabah* financing technique, whereby both the insurer and the assured enjoy the share of profits made over the paid-premiums plus dividend, bonus, as well as an amount of donation, which is subject to the financial condition of the assured's beneficiary(s). Thus, such transaction of mutual cooperation is in line with the *Qur'anic* principle, where *Allāh (swt)* commanded to the effect:

*"..Cooperate ye one another in righteousness and piety.."*⁵⁶

4. A life insurance policy does not supersede the Will of *Allāh (swt)* nor is it contrary to the principles of *taqdīr* (fate), as some argue that, the assured in a life insurance policy determines his own death, whilst ensuring a future financial gain for his beneficiary(s), meanwhile places his trust in the insurer for the financial protection of his beneficiary(s). These situations overrule the power of *Allāh (swt)*. In responding to this arguments, in a life insurance policy the assured believes that, he will surely die, which does not mean that he determines his own death, and such a belief is in line with the *Qur'anic* injunction:

“Every soul shall have a taste of death..”⁵⁷

The assured in a life policy does not determine the future financial condition of his beneficiary(s), but he takes an initiative towards rescuing his off-spring and so on from future material risk, the action supported by the tradition of the *Holy Prophet (saw)* as he said:

“Whosoever takes an initiative to alleviate one’s (Inter Alia material) difficulties, Allāh (swt) will lighten his difficulties in the world and the next...”⁵⁸

Moreover, the assured does not place his trust in the insurer to protect his beneficiary(s) materially, but he is in financial agreement with the insurer for a mutual cooperation, to look after the future welfare of his beneficiary(s), and it is no doubt justified by the *Qur’anic* principle of mutual cooperation:

“...Cooperate ye one another in righteousness and piety...”⁵⁹

5. A life insurance policy does not involve elements of betting. *Mustafa Al-Zarqa* opined that, in a bet the person always hopes for a chance to win, and there is no element of cooperation in it,⁶⁰ rather it is some sort of competition. In contrast, a life insurance policy is based on the principle of cooperation⁶¹ in which the assured never hopes for a chance, but works for the welfare of orphans, widows and other dependents, which is in line with the saying of the *Holy Prophet (saw)*.
6. A life insurance policy does not evolve around the element of gambling, because a life insurance policy is for the purpose of the material welfare of orphans, widows and other dependents, whereas gambling is a game of chance, whereby the gambler always hopes to gain. Therefore, a life insurance policy is contrary to gambling. *Al-Dareer* acknowledged that, in the insurance policy there is safety against danger, whereas gambling creates danger, so how could an insurance policy be equal to gambling?⁶²
7. There is no element of uncertainty (*Garar*) in a life insurance policy, because in a life insurance policy, the subject matter is the death of the assured; the assured believes that he will die one day as ordained in the *Holy Qur’ān*, and thus, it is not uncertain (*Garar*). Moreover, sharing profits over the paid-premiums are also not uncertain (*Garar*), because a life insurance policy is based on the principles of *al-Mudhārabah*, whereby if the assured dies within the policy period, the beneficiary(s) will get the benefits according to the principles of *al-Mudhārabah*. But, if the assured is still alive upon the expiry of the policy period, he is also entitled to the claim according to the principles of *al-Mudhārabah*. In all these situations, the subject matter, the object and consideration (premiums) of the transaction, are clear and not uncertain (*Garar*).
8. Even though there is no expressed authority from the *Qur’ān* or *Sunnah* highlighting the life insurance policy, there are a number of authorities from the *Qur’ān* and *Sunnah*, which impliedly justify a model of life insurance policy for the Muslim *Ummah*, which is quite different from the one operated under the conventional system. For example, a life insurance policy is based on the principle of mutual cooperation justified by the *Qur’ān* injunction at 5:2, it is operated based on the principle *al-Mudhārabah* financing technique, justified by the *Sunnah* of the *Holy Prophet (saw)*, and there are many other authorities and authenticities, which justify different aspects of life insurance policies as mentioned earlier.

9. Some argue that, a life insurance policy is contrary to the principles of *Tawakkul* (placing trust in *Allāh (swt)*), because in a life insurance policy the assured puts his trust not in *Allāh (swt)*, but in the insurer who is expected to protect the beneficiary(s) financially. Responding to this argument, I would like to point out here that, a life insurance policy is not contrary to the principle of *Tawakkul*, but it is a policy whereby the insured takes an initiative for the welfare of his off-springs and so on, in which he mutually agrees with the insurer that, the insurer will undertake to provide a material assistance in consideration of the paid-premiums. The assured simultaneously places his trust in *Allāh (swt)*, for the betterment of his beneficiaries' future life. Thus the assured does not *Tawakkul* on the insurer but on *Allāh (swt)*. It is in line with the saying of the *Holy Prophet (saw)*:

The Holy Prophet (saw) told a bedouin Arab who left his camel untied trusting to the will of Allāh (swt): Tie the camel first then leave it to (put your trust on) Allāh (swt) ”⁶³

10. A life insurance policy is not contrary to the principles of *al-Mīrath*' (inheritance) and *wasiyyah* (bequest).⁶⁴ In a life insurance policy the assured nominates a particular person(s) as a nominee(s), who is nothing more than a trustee,⁶⁵ who is under a responsibility to receive the benefits over the policy on behalf of the heirs of the assured⁶⁶ and distribute them amongst them according to the principles of *al-Mīrath*' and *Wasiyyah*. Hence, the nominee(s) is entitled only to a portion of the benefits over the policy if he/she falls under the category of heirs of the assured.

Fatwa of Sheikh Al-Azhar⁶⁷

Sheikh Al-Azhar al-Sheikh Jad al-Haq Ali Jad al-Haq has submitted in a *Fatwa* session recently that, a life insurance policy is in the light of *Sharī'ah* unlawful (*haram*). His claim for such a decision was based on a few grounds (as mentioned earlier). In this part of the article, I would like to respond to the grounds that, the honourable *Sheikh* has put forward as a basis for opposing the validity of life insurance policies as follows:

1. In the *Sharī'ah* discipline no one has the right to insure the others' property, unless there is a fear of unjust enrichment, losses or destruction. In a life insurance policy the insurer insures a benefit over the paid-premiums (by the assured), for the welfare of the beneficiary(s) of the assured, for an unexpected event, the assured's death (loss of life) and also for the fear of the loss of the beneficiary's(s) material stability, upon the death of the assured. In all situations, the life insurance policy contains an element of loss. *Abu Jaib* has pointed out that, an insurance policy is a compensation for any loss incurred by the insured, and it is neither a profit nor a gain like in betting.⁶⁸ Hence a life insurance policy is not contrary to the *Sharī'ah* discipline.
2. A life insurance policy does not involve elements of *Ribâ*, but it is a financial transaction based on the principle of *al-Mudhârabah* financial technique, relying on the principles of mutual cooperation justified by the *Qur'anic* sanction. *Allāh (swt)* says to the effect:

“...Cooperate ye one another in righteousness and piety...”⁶⁹

3. A life insurance policy does not involve insuring one's own life, but it is a mutual financial transaction towards the welfare of orphans, widows and other dependents. Such an initiative is in fact well justified by the sayings of the *Holy Prophet (saw)*. He (*saw*) said to the effect in the following *Hadīth*:

*“Narrated by Sahal bin Sa’ad (R) the Holy Prophet (saw) said: I and the person who looks after an orphan and provides for him will be in paradise..”*⁷⁰

*“Narrated by Abu Huraira (r.a) the Holy Prophet (saw) said... whosoever takes an initiative (towards the welfare of) one’s (Inter Alia) financial difficulties, Allāh (swt) will lighten his difficulties in this world and in the hereafter.”*⁷¹

*“Narrated by Safwan bin Salim (r.a) the Holy Prophet (saw) said : the one who looks after and works for a widow and for a poor person is like a warrior fighting for the cause of Allāh (swt) or like a person who fasts during the day and pray through out the night”*⁷²

*“Narrated by Saad bin Abi Waqqas (r.a)... the Holy Prophet (saw) said... it is better for you to leave your off-spring wealthy than to leave them poor, asking others for help..”*⁷³

4. A life insurance policy does not contain any element of *al-Garar* (uncertainty). The assured believes that, the subject matter of life insurance is his death, which is certain and not *Garar*; moreover. The benefit over the policy in consideration of paid-premiums is also available, which is certain according to the principle of *al-Mudhārabah*, thus, there is no element of *Garar* in it. Hence, a misconception against a life insurance policy involves an element of *Garar* is very rebuttable.
5. A life insurance contract too involves unlawful elements like *al-Garar*, gambling, *Ribā*, etc. which make the contract unlawful as claimed by *Shaikh al-Azhar*⁷⁴. But it is a mutual financial contract which is free from the above unlawful elements (as proved in the earlier discussion) and therefore, it is binding as justified by the saying of the *Holy Prophet (saw)*:

*“Muslims are bound by their contract except the one which prohibits the permitted one or permits the prohibited one.....”*⁷⁵

Based on these responses, I would like to humbly remark that, the idea that *Shaikh al-Azhar* put forward in conclusion of his *Fatwa*, advising Muslim *ummah* not to engage in a life insurance policy because it is *haram* (unlawful) should be rebuttable. I sincerely expect that, Muslim *Ummah* should not be confused, but would clearly understand the concept that, life insurance is valid if applied accordingly and benefits can be rightly gained from it.

Further Justification For Family Takāful

From the earlier debates and justifications based on various authorities and authenticities, it has been quite clear that, a life insurance policy designed under the Islamic model is an alternative solution to a conventional life insurance policy for the contemporary Muslim *Ummah*. Nevertheless, I would also like to present a few other grounds here to justify the idea, that, a life insurance policy is not permissible for the purpose of luxury, but it is permissible and encouraged by Muslim *Ummah* for necessity, in order to ensure economic growth and stability among Muslim *Ummah* of today. Further grounds for the justification of a life insurance policy are as follows:

1. A life insurance policy is similar to a contract of *al-wadiah* (deposit) whereby, two parties in a financial transaction engage in an agreement that, one party deposits money as an *amanah* (trust) to the other party to be kept for the purpose of safety.⁷⁶ A *Wadiah* is justified by the *Qur'anic* injunction, where *Allâh (swt)* commanded people to fulfill the trust (of, *Inter Alia, wadiah*). *Allâh (swt)* ordains to the effect:

*“Allâh (swt) commands you to render back your trusts to those to whom they are due..”*⁷⁷

2. A life policy is a financial transaction, which had been dealt with by the people before Islam under the doctrine of '*al-'Âqilah* as a '*Urf* (custom) which had been accepted by the *Holy Prophet (saw)*, whereby members of every tribe used to deposit certain amount of money in order to pay blood money, as a compensation on behalf of the killer from their own tribe, to the heirs of the victim of other tribe. Such '*Urf* (custom) was deemed to bring benefit to society. A custom which is beneficial to society is permissible in Islam as justified by the saying of the *Holy Prophet (saw)*:

*“Whatever Muslims see good, it is good in the eyes of Allâh (swt)”*⁷⁸

A life insurance policy is based on the sanction of mutual cooperation so as the doctrine of '*Aqilah* practice was also based on mutual cooperation. Therefore, *Zarqa* and *Alwan* accepted the idea that, there is enormous similarity between insurance and '*Aqilah* in the sense of cooperation.⁷⁹

3. Every transaction is originally acceptable, unless it involves unlawful elements. Relying on this principle, it is admitted here that, in a life insurance policy the elements contained are in line with the *Sharî'ah* principles (the life insurance policy is based on the Islamic model), and therefore it is undoubtedly lawful.
4. A life insurance policy is for the purpose of sustaining public interest. For example, the purpose of a life insurance policy is to protect the orphans, widows, and other dependents of the assured from future material risk and thus, it is a transaction to be justified by the doctrine of *Masâleh al-Mursalâh* (public interest). A transaction which is in the public interest lawful, because it eliminates hardship and assists in bringing a comfortable life for human beings, which conforms with the *Qur'anic* injunction:

*“...Allâh (swt) intends every facilities (Inter Alia comfortable life) for you; He does not want to put you to difficulties...”*⁸⁰

5. A life insurance is not a gain or hoping for a chance, but it is a policy for providing compensation for damage or loss. This is because the policy is an agreement between the insurer and the assured that, once the assured dies within the policy period, the insurer will pay an amount of money in consideration of paid-premiums to the beneficiary(s) of the assured. Such a payment is like a compensation for the loss of opportunity of future earning by the breadwinner (assured) due to his death. To provide such compensation is like a mutual cooperation, which is commanded by *Allâh (swt)*.

*“... Cooperate one another in righteousness and piety...”*⁸¹

6. A life insurance policy is similar to a retirement pension scheme. *Al-Zarqa* and *al-Alwan* apparently discovered that, all contemporary scholars agreed on the validity of retirement pension scheme.⁸² *Adil Salahi* similarly acknowledged that “*All scholars and seats of Islamic learning approved of the concept of pension because it gives the subscriber security for himself and his Family in the difficult circumstances of his leaving work or in case of death.*”⁸³ Mr. Salahi relying on his acknowledgement poses the question: “*Why should Family security be lawful in one system and not in the other, while the method of operation is practically the same?*”⁸⁴ Relying on the above justifications it is admitted here that, life insurance is like a retirement pension scheme (which had been widely introduced during the period of *Saidana Omar (r.a)* therefore, it is not unlawful transaction.
7. A life insurance policy is also justified based on the principle of necessity (*Darurah*). For example, it is an important task for the guardian to work for the welfare of his own dependents. It is in line with the tradition of the *Holy Prophet (saw)* where he said to the effect:

“*...It is better for you to leave your off-spring wealthy than to leave them poor, asking others for help...*”⁸⁵

It is also to be noted here that, in the case of necessity, that which is prohibited is also to be permitted in the Islamic discipline, as *Ibn Nawjeem* stated in his book *al-Asba Wan-Nazaira*,

“*Necessity permits an unlawful act.*”⁸⁶

A life insurance policy of course does not allow for an unlawful transaction, but why not, the principle of necessity allows it to be permissible.

8. A life insurance contract is a binding promise. In the light of Islamic jurisprudence, a promise either unilateral or bilateral, is in both situations binding as ordained in the *Holy Qur’ân*:

“*O ye who believe? Fulfil all agreements*”⁸⁷

According to *Imam Malik (r.a)*, the founder of the Maliki school of law, every binding promise is lawful, therefore, every insurance contract contains a binding promise and thus it is lawful. In other words, in a life insurance contract, there is an agreement between the assured and the insurer, which is a binding promise towards the protection of widows, orphans and so on, from future material risk, and therefore such a binding promise makes an insurance contract valid.

9. A life insurance contract involves elements of donation. This is because the assured pays regular premiums for the protection of his (beneficiary(s)); such payments of premium is like a donation for helpless people. Moreover, once the insurer pays an amount of money together with an additional amount from the charitable fund to the beneficiary(s) of the assured in consideration of the paid premiums, this also involves an element of donation. A donation is lawful in the Islamic jurisprudence as justified by the practices of the *Prophet (saw)*:

“*The Prophet (saw) used to accept presents (donation)*”⁸⁸

Relying on the above authenticity, it is analytically admitted here that, a life insurance policy does involve elements of donation and therefore, such a policy is to be held lawful in the eyes of the Islamic discipline.

Concluding Remarks

Analysis concludes that convention and Islam design different models of life insurance policies. There exists many similarities in both systems, but also differences. Thus, to conclude, I would like to summarise where the conventional and Islamic model are in contrast. And hoping that, the future application of the Islamic life insurance policy will be successful. To summarize the results of the research:

1. A life insurance policy under the Islamic model is a different one from the one, which is operated under the conventional system. A life insurance policy under the conventional system involves, *Inter Alia, Ribā*, opposed to the principles of *Mirath* and *Wasiyah*, payments of agents to be out of the paid premiums, etc. In contrast, a life insurance policy under the Islamic model is like a pension scheme, which is operated based on the principles of the *al Mudhārabah* financing techniques, which does not clash with the principles of *al-Mīrath* and *al-Wasiyah*, as highlighted earlier, and also the payments for the agents to be paid by the insurer out of the profit made over the paid premiums.
2. The insurable interest in life Insurance policy under the conventional system is to be vested to those who are not necessarily the heirs of the assured. In contrast, an insurable interest in life under the Islamic model should be vested to only those who are entitled to the property of the assured according, to the principles of *al-Mīrath* and *Wasiyah*.
3. The nominee(s) under the conventional system is an absolute beneficiary over the policy, whereas the nominee(s) under the Islamic model of a life insurance policy is nothing more than a trustee(s) who is responsible for receiving the benefits over the policy and distributing them among the heirs of the assured according to the principles of *al-Mīrath* and *Wasiyah*.

Analysis throughout the research and the summary show that, a life insurance policy under the Islamic model is different from the one which is operated under the conventional system. Hence, I would like to extend my humble request to the respectable *Ulamā*, who oppose a life insurance policy generally, that, they could oppose the conventional life insurance, but not the one which is designed under the Islamic model. It is my sincere hope that, this article might enable the Muslim Ummah to have no further doubt on the application of an Islamic life insurance policy. Islamic scholars could come up with a better model as an alternative to the existing life insurance operated under the conventional system, for the noble purpose of ensuring further economic growth in contemporary Muslim society.

Notes & References

- 1 'Fatwa', issued by *The National Council for Muslims Religious Affairs in Malaysia*, see in [1974] I MLJ at x.
- 2 See Billah, M. Masum, "Life Insurance? An Islamic View", in *ALQ*, 8 : 4, 1993 at 319.
- 3 *Al-Qur'ân*, at ch. 3:145
- 4 *Id.*, at 2:134
- 5 *Sahih al-Bukhari* (trans. Eng.) Dr. Mohd. Muhsin Khan, Vol. 8, Kazi Publications, Lahore, Pakistan, 1979, no. 725, at p. 477.
- 6 *Id.*, at no. 35
- 7 *Id.*, at No. 34
- 8 *Sahih Muslim* as compiled in al-Nawawi, *Forty Hadith* (trans. Eng) Ezzeddin Ibrahim, *et. al.* I.I.F.S.O., 1985 at no. 36.
- 9 *Al-Qur'an*, at ch. 2:201
- 10 *Al-Qur'an*, at ch. 5:2.
- 11 *Id.*, at ch. 2:185
- 12 Mufti Mawlana Mohd. Shafi, *Bima Zindegi*, (trans. Eng) Anwar Ahmed Meenai, *Life Insurance*, Darul Ishaat, Karachi, 1995, at 36.
- 13 (1965) 2, MLJ at 1
- 14 See also in Billah, M. Masum, *op. cit.*, at 319.
- 15 *Ibid.*
- 16 [1970] PLD 783.
- 17 Billah, M. Masum, *op. cit.*, at 319
- 18 The 'Fatwa' was on *succession and wills*, (1974) IMLJ at X
- 19 Billah, M. Masum, *op. cit.*, at 324
- 20 *Al-Qur'an*, 5:2.
- 21 See in Khuan, Lee Kam, *Life Insurance in Malaysia*, life insurance association of Malaysia, Kuala Lumpur, 1986 at 63
- 22 *Id.*, at 69f
- 23 Billah, *op. cit.*, at 319, and (1970) PLD 683
- 24 *Sunan Al-Tirmidi*, Cagri Yayianlari, Istanbul Vol. 4, 1981, in *Kitabu Sifatul Qiyamat Wal-Raqaiq Al-Wara*, Bab 60, NO. 2517 at 668
- 25 See Adil Salahi, 'Is Life Insurance Haram?' in *New Horizon, Islamic Banking and Insurance*, Nov. 1995 no. 45 at 12
- 26 *Ibid.*
- 27 See Billah, *op. cit.*, at 319; and (1970) PLD 683
- 28 See in Billah, M. Masum, *loc. cit.*, at 315
- 29 See in Siddiqi, M.N., "Muslim Economic Thinking: A Survey of Contemporary Literature", (Ed.) Ahmad, Khurshid, in *Studies in Islamic Economics*, The Islamic Foundation, U.K. 1980 at 2116. Also see "Al-Tameen Alal Hayat Gaire jaizin Shar'an" in *Al-Iqtisadul Islami*, July 1995 at 60, and also see Hadagha, Refat Mohd., 'Insurance Contract and Its Provision in the Islamic Shari'ah', IIU Malaysia, (U.P.), 1995, at 17.
- 30 *Al-Iqtisadul Islami*, *loc. cit*
- 31 *Al-Tarmidi*, as quoted by Al-Sheikh Jad al-Haq in *Al-Iqtisadul Islami*, *loc. cit*
- 32 Al-Shaikh Jad-al-Haq, *loc. cit*

- 33 *Hadagha, op.cit.*, at 39f
34 *Al-Qur'an* at ch. 2:275
35 *Al-Qur'an* at ch. 31:34
36 It was held in a *Juridical Conference* held in Mecca in Saban, 1398H.
37 As quoted in Idoi, A.Rahman, *Shariah: The Islamic Law*, A.S. Noordeen, Kuala Lumpur, 1984 at 359.
38 Musleh Uddin, M. *Insurance and Islamic Law*, 3rd ed. Islamic Publications Ltd., Lahore, 1979 at 143.
39 *Al-Qur'an* at ch. 2:219
40 *Id.*, at ch. 14:12
41 See generally in Billah, M. Masum, *op. cit.*, at 316
42 *Al-Iqtisadl-Islami.*, *supra*
43 *Ibid.*
44 *Ibid.*
45 *Ibid.*
46 *Ibid.*
47 As quoted in *Ibid.*
48 *Al-Iqtisadul Islami, supra*
49 The principle is at 5:2 of the *Holy Qur'an*
50 See in *al-Iqtisadul Islami, supra*
51 *Sahih al-Bukhari*, *op. cit.*, Vol. VIII at no. 725
52 *Id.*, at no. 35
53 See in *Al-Iqtisadul Islami, supra*
54 *Sunan al-Tirmidi, supra*
55 See in *Al-Iqtisadul Islami, supra*
56 *al-Qur'an*, at ch. 5:2
57 *Id.*, at ch. 3:185
58 *Sahih al-Muslim*, as compiled in An Nawari, *Riyadus Saleheen*, Vol. No. 245
59 *al-Qur'an*, at ch. 5:2
60 Al-Zarqa, Mustafa, *Nizam Al-Tameen*, Beirut, 1984
61 The principle is at 5:2 of *The Holy Qur'an*
62 Al-Dareer Sideeq, *Al-Gharar Wa al-atharohu fi al-Oqud*, Beirut, 1990 at 649
63 *Sunan At-Tirmidi, supra*
64 See in Billah, M. Masum, *op. cit.*, at 319
65 See the Judgement of the Supreme Court of Pakistan in *Amtul Habeeb v Musarrat Parveen*, [1974] PLD 185
66 This principle has been laid down in a *Fatwa* issued by the *National Council of Muslim Religious Affairs*, Malaysia. See in [1974] IMLJ at X.
67 See in *al-Iqtisadul Islami, supra*
68 Abu Jaib, Saeed, *Al-Tameen binal Hazeer Wal Ebaha*, Syria Darul Fikir, Syria 1983 at 36
69 *Al-Qur'an* at ch. 5:2
70 *Sahih al-Bukhari, op. cit.*, at no. 34.
71 *Sahih al-Muslim, supra*
72 *Sahih al-Bukhari, op. cit.* At no. 35
73 *Id.*, at 725

- 74 *Al-Iqtisadul Islami, supra*
75 *Sunan al-Tirmidi*, as quoted in *Ibid.*
76 Al-Zobydi, Mohammad, *Tajul Aroos*, Vol. 2, Kuwait, 1967 at 591
77 *Al-Qur'ân*, ch. 4:58
78 Ibn Qudama, *Rawdatul Nazir* (nd.) at 85
79 Al-Zarqa, Mustafa, *op. cit.*, at 60 also Alwan, Abdullah, *Akhamal Islam fi al-Tameen*, Egypt, 1987 at 12.
80 *Al-Qur'ân* ch. 2:185
81 *Al-Qur'ân* ch. 5:2
82 Al-Zarqa, *op. cit.*, at 62. See also al-Alwan, *op. cit. at 13*
83 Salahi, Adil, *supra*
84 *Ibid.*
85 *Sahih al-Bukhari, op. cit., at no 725*
86 Ibn Najeem, *op. cit.*, at 84
87 *Al-Qur'ân* Ch. 5:1
88 Al-Sanany, Mohammad, *Subul Al-Salam*, Vol. 1-3, 1987 at 90