



Comparison of Educational Insurance Contracts in Legal System of England and Iran

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ARTICLE INFO	ABSTRACT
<p>Received: 12 January 2021 Revised: 01 April 2021 Accepted: 25 April 2021 Online: 15 January 2022</p>	<p>In many countries pupils and staff of schools are at risk from a variety of accidents. Contract of educational insurance is one of the ways to compensate for school accidents. Accordingly, the purpose of this study was to compare educational insurance contracts in legal system of England and Iran. The study was a comparatively qualitative research with non-emergent design. Method of data collection was documentary and data analyzed in accordance with the rule of "maximum variety" and principle of saturation. Findings showed that there is a similarity between both insurance systems of England and Iran in terms of following business principles (based on increasing profits and reducing losses) in estimating the damage caused by school accidents. The findings also reveal that in Iran, there is a monopoly on concluding a contract with an insurance company with a lack of diversity in the provision of services. In England, insurance companies are competitively seeking to extend their insurance contracts with schools. The research findings also highlighted the difference between the Iran insurance system and England in the following cases: Policy of maximum support for the injured person, efforts to reduce the costs of insurance company, legal system intervention policy (presence of lawyers) to protect the injured person and a "No Win - No Fee" support policy for the benefit of students and school staff. Based on these findings, it is suggested to policy makers in the Iran education system that the monopoly of concluding a contract with only one insurance company should be canceled and competitive insurance policies be applied in favor of injured students/staff and schools.</p>
<p>KEYWORDS</p> <p>Benefit Insured Insurer Legal System Insurance School Accidents</p>	

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1. Introduction

In Third World countries educational systems face many challenges. One of these challenges is the lack of safety in school environment for teachers and students, which causes a variety of physical and psychological injuries. For example, a report by the British-based NGO namely "TheirWorld" shows that over a five-year period, more than 21,000 teachers and students around the world have been harmed by attacks on schools (TheirWorld, 2018). These individuals have been the target of bombings, airstrikes, kidnappings, intimidation, sexual violence and attacks by armed groups. In addition to external factors, the dangers of inside the school should be mentioned such as: building deterioration, fire, food poisoning, sports injuries, heating equipment breakdowns, workshop and laboratory accidents, and physical dangerous behaviors in the classroom and school yard. These factors are especially evident in poor schools of rural and urban areas. However, these risks are not only limited to Third World countries. Data from the British Fire and Rescue Service (FRS UK) show that 40 schools in this country have fired in 2019. Another study shows that schools are twice as likely to catch fire as other government buildings (Fire Protection Association, 2020). In the United States, about 4,000 school fires are reported by the fire department each year, injuring 75 people and causing more than \$ 66 million in financial damage (U.S. Department of Homeland Security, 2014).

These incidents, which have adverse physical, psychological, occupational, educational and economic consequences, are also common in Iran's schools and from time to time lead to very tragic events - such as the death of students and teachers. In the latest incident, three teachers and three teenagers were burnt and two of them died as a result of a fire in a rural school in southern Iran (Tabnak 2020). In another tragic incident - which had more negative consequences - in a girls' school in the village of Shinabad in Piranshahr (western Iran), 29 students suffered burns due to a lack of heating equipment, two of whom died from severe injuries, three students' fingers were also amputated due to the severity of the burn - and failure of the organ transplant. In addition, during the 7 years after the accident, 139 sessions of physiotherapy and occupational therapy, 1330 surgical visits, 188 surgeries, 438 tissue injection sessions and 84 laser treatments were performed for these pupils (Ismaili 2018). In addition, the findings of a recent study by Reza Beigi Davarani et al. (2020) show that 62 school and student dormitory fires have been reported in Iran. In these incidents, thirty students and one teacher died. More than 60 students, 8 teachers, and 2 staff suffered burn injuries or disabilities. Lack of knowledge about dealing with accidents, inappropriate

physical conditions of the school building, lack of fire extinguishers in the building, and carelessness were the main reasons for the deaths and injuries (p.1).

According to the latest report, Rakhshani Mehr (2015), the head of the School Renovation, Development and Equipment Organization, stated that due to the poor condition of the building, about 27% of Iran's schools should be demolished, about 34% need reconstruction and only 39% of schools are safe. Naturally, in this situation, one of the most important concerns for educational planners, principals, teachers and parents is to provide mechanisms to compensate for physical / psychological, social and occupational injuries to people injured in schools. One mechanism is insurance contracts to cover school buildings and equipment - as well as staff and students - to receive legal protections such as financial resources, medical support, job benefits, and psychological and social supports. Today, the insurance industry plays a key role in supporting the physical, psychological and financial security of accident victims. In this regard, all countries, including Iran, are trying to bring themselves closer to international standards in insurance matters. In fact, the mechanism of concluding educational insurance contracts has been predicted and implemented by the Ministry of Education for many years, so that now all Iranian schools are covered by insurance. However, the, the main purpose of this study was to compare educational insurance legal aspects and how this mechanism works have not been seriously studied by researchers. The bitter experience of previous incidents and especially cases such as "Shinabad School" reveals the need to pay more attention to the subject of the present study - i.e. gaining knowledge of the characteristics of the Iran legal system in the field of educational insurance and comparing it with other legal systems in the world - to gain invaluable experiences. In fact, Iran's social media report, especially on the Shinabad School, shows that one of the problems for the families of the affected students is the poor performance of insurance companies. Payment of half of full blood money to the families of deceased girls (Mehr News Agency, 2014); Non-payment of livelihood assistance (Roozgar Ma, 2017) and delay in payment of compensation (Ismaili 2018) refers to some of the shortcomings of educational insurance contracts in Iran. The sub-objectives of the research were:

- Investigating and identifying the similarities of educational insurance contracts in the legal system of England and Iran
- Investigating and identifying the differences between educational insurance contracts in the legal system of England and Iran

2. Research Background

This background focuses on examining two separate areas of school accidents and legal system of insurance. This distinction indicates the attention of the present researchers to the two main variables of research to determine rational relationship between these two according to previous research. Regarding school accidents Al Zeedi, Al Waaili, Al Hakmani, & Al Busaidi (2020) found that in Oman's schools majority of injured students were in grades 1-4 and 72.6% were boys. Improper school equipment and furniture accounted as a risk factor for 25.3% of injuries. The three most common mechanisms causing injury were falling, collision with an object, and collision with a person. Asphalt and concrete were the most common surfaces in the school environment to contribute to injuries. Li, et al (2013) found that unintentional injuries have substantial negative effects on children and their families. In rural PuCheng, China, the incidence of unintentional injury among children is extremely high compared to other regions of the world. The annual incidence of unintentional injuries was 15.6%, with boys having a slightly higher rate than girls. The four leading causes of injury for both genders were falls, burns, animal-related injuries and traffic injuries. Li, Wang, Huang, & Luo (2003) indicated that most injuries occurred when they were playing, sporting, riding and walking at home or in school. Self-inflicted injury ranked the first place of all injuries, followed by hurt caused by others (classmates, sibling or others). Sosnowska & Kostka (2003) revealed that urban environment, larger school-size and equipment with full-size gymnasium are important and independent risk factors for school accidents. To reduce school accidents, the UK Department of Education (2014) has provided handbooks for school principals and staff for students in need of medical support. Also, the Health and Safety Executive in the British Parliament (2013) annually produces brochures on injuries, illnesses and accidents that occur in schools.

In Iran, Amirzadeh & Tabatabai (2006) found that the incidence of accidents in schools is lower for girls than boys and in winter more than other seasons. Abdoli, Ravari & Heidari (2014) by examining traumatic and non-traumatic accidents in schools of Rafsanjan City found that the most common types of injuries to students in school accidents include superficial injuries, injuries to hands and feet, falls and accidents during exercise. Heartburn and headache were also the most common non-traumatic events. Regarding the incidents that occurred in student camps, Omidvari (2012) received the following factors involved in the occurrence of accidents: Lack of proper training or insufficient training of staff to prevent physical injuries, selection of non-standard camps, lack of health care facilities and unsuitable roads in some geographical regions. To

compensate for all types of physical, psychological, social and occupational damages caused by school accidents, one of the first measures is to anticipate legal mechanisms such as educational insurance. Accident insurance covers all pupils studying in educational centers affiliated with the Ministry of Education against the risks of accidents. These contracts start at the beginning of the academic year and are valid for up to one year. An accident is a sudden occurrence caused by an external factor that occurred without the intention and will of the insured and leads to death or bodily injury (injury and disability) of the insured. In Iran, insurance obligations include compensation for death caused by an accident, which is paid to the student's family in the amount of 10 million Tomans (nearly US\$2,366) and in case of disability up to 15 million Tomans (US\$3,548) (Amirpour, 2020).

Given this brief background on the characteristics of the insurance contract, it is necessary to point out a few points: First, the insured as a party to the insurance contract in comparison with other civil and commercial contracts has a weak position that distinguishes it from other contracts. In fact, the insurance contract is one of the additional or imposed contracts in which the insured does not have the same trading and economic status as the insurer. Therefore, schools and students are usually considered weak parties to the insurance contract who need the special support of the legislator. These protections are in the field of material or basic rules (such as the conditions of concluding the insurance contract, rights and obligations of insured and insurer, conditions of termination, cancellation, payment of insurance premiums) or in the field of conflict resolution rules (i.e. the law governing the insurance contract. The insurer may abuse its privileged position in the insurance contract and impose unfair conditions on the insured in the field of material or basic rules (Badini & Shahi, 2015). The second point is that what distinguishes and validates insurance contracts from gambling or betting is the criterion of insurable benefit (Izanloo & Fooladgar, 2014).

Insurable interest is a type of financial benefit that a person must have in order for insurance coverage to be legally enforceable. In fact, no one is willing to insure money in which they have no interest. When a person is not interested in finance, she/he does not want to insure, because buying insurance requires a payment - as a premium - to the insurer. For this reason, the legislature in many countries has explicitly stated that the insurer must have a stake in the survival of the insured (Steuer, 2007). These two points become doubly important when we find that school buildings as well as educational spaces in Iran are not in a good condition. Therefore, the performance and function of the insurance system can be very effective in maintaining the physical and mental health

of students and teachers - as well as their social and occupational positions. This fact and an overview of the research background show that there is a research gap in identifying the similarities and differences between educational insurance contracts in Iran and other countries. Therefore, the experience of developed countries such as the England can help those involved in the Iran education system and legal system to reduce the suffering of victims of school accidents.

3. Research Method

The present study is a comparatively qualitative research with non-emergent design (Lincoln & Guba, 1985). Usually in non-emergent design, the researcher first collects the data and then analyzes it (Strauss & Corbin, 2006). The required data were analyzed in accordance with the rule of maximum diversity and theoretical saturation. The method of data collection was documentary through collecting and reviewing related sources (such as books, articles and electronic resources) according to the purpose of the research. In addition to books, Persian databases such as ISC and SID and international databases such as Google Scholar, Academia, ResearchGate, Proquest, Science Direct, and EBSCO has been used for collection of data.

4. Findings

This section, which is the result of analyzing the collected data, consists of three parts. First, the characteristics of insurance legal system in Iran are explained. In the second part, researchers have tried to introduce the features of the England insurance legal system. The third part is dedicated to examining the similarities and differences between the two legal systems of England-Iran insurance. In this section, the main emphasis of researchers is to study the subject from both educational and legal perspectives.

A) Features of the insurance legal system in England

School-related incidents include a wide range of incidents that result in illness, injury, or death. The key point is that in these cases, the physical environment of school is the main culprit. Some of the most common accidents in the England schools are: Slips or falls on school grounds, playground accidents, injuries caused by carrying heavy equipment, injuries caused by the use of defective or dangerous equipment, accidents related to sports, poisoning from school-prepared food, lack of proper care for children with diseases such as diabetes and epilepsy, and asbestos exposure in schools with old buildings (Color Ventures Limited, 2021). Given this, the first feature of England insurance law is that despite leaving the EU it still follows its regulations and rules. In the European

Union, the rules governing life insurance are distinct from non-life insurance (including education insurance). Articles 2 and 7 of the Second Instruction on Non-Life Insurance and Articles 27, 28 and 31 of the Third Instruction on Non-Life Insurance refer to the rules of selection of the law governing insurance contracts (Badini & Shahi, 2015).

The second feature is attention of the England insurance legal system to the location of accidents. For example, a school in London that insures its students against an accident and on a field trip in France, an accident occurs that results in a student's mutilation or injury. In this case, according to Article 7 of the Second British Non-Life Insurance Directive, French courts must determine damages in accordance with English law, unless the contract is explicitly based on the law of another country or subject to the country of residence of the parties (Anabi, 2017). However, according to Article 4 of the Life Insurance Directive of the 1990 of Member States of the European Union, the place of occurrence of obligation is valid. Therefore, if the teaching and administrative staff of the United Kingdom concludes a life insurance contract in an institution belonging to another country, the law of that country will govern them. Given what has been said about supplementary insurance contracts (or consumer insurance) in the previous section, it is important to note the arrangements made by the England insurance system (as well as the European Union) to support group insurance contracts. These measures, which are basically in favor of insurers, are:

- Principle of Transparency: According to Article 203 (1) of the European Union all documents provided by the insurer must be written in a simple and understandable language. Also, vague terms of the insurance policy - according to the principle of interpretation of the contract - will be interpreted to the detriment of the insurance company and in favor of the insured.
- Principle of good faith and fairness: During the implementation of obligations, the insurer must be able to assess the amount of risk and determine the premium. Also, the insured must be fully aware of how to compensate for damages and liabilities.
- Principle of reasonable expectations: Main purpose of the insured in concluding an insurance contract is to compensate for possible risks that are widely advertised by the insurer. These advertisements should not conflict with the actual performance of the insurance company (Heiss, 2010).

A third feature of the UK insurance legal system is that any child or parent can sue and be sued for up to three years after the accident. Therefore, one of the measures of schools is to anticipate possibility of free contact and consultation with a legal advisor. Data provided by 50 local education authorities in the England indicated that school compensation for affected children has

increased from 1.65 million in 2014 to 3.45 million in 2016 (Laver, 2020a). No Win No Fee policy is also followed by lawyers in dealing with school incidents; this means that if lawyers do not succeed in claiming damages from the child's parents, they will not have to pay a lawyer. This means that the parents of the injured child do not pay any costs to the lawyer in advance to get compensation from the school (Laver, 2020b). Also, the amount of insurance payment for each accident varies (Table 1).

Table 1: Type of accident and amount of damages paid by insurance

Injury	Compensation
Injury with recovery within 7 days	A few hundred pounds to £ 650
Injury with recovery within 28 days	£ 650 – 1290
Injury with recovery within 90 days	£ 1290 – 2300
Loss of, or serious damage to, several front teeth	£ 8200- 10710
Loss of, or serious damage to, two front teeth	£ 4080- 7160
Loss of, or serious damage to, one front teeth	£ 2070 – 3710
Loss of, or serious damage, to back teeth, per teeth	£ 1020 – 1600
Multiple serious jaw fractures	£ 28610- 42730
Serous, disfiguring cheekbone fractures	£ 9570 – 14810

Source: JF Law Limited, 2020

B) Characteristics of the legal insurance system in Iran

The insurance law in Iran is mainly adapted from the French insurance law. In upstream documents of Iran's government such as the 20-year vision document of the Islamic Republic of Iran, Article 44 of the Constitution, the government's economic transformation plan and the insurance industry transformation plan, all emphasize the continuity of the insurance industry on the path of transformation. These plans try to provide a suitable platform and infrastructure for the implementation of various innovations in the insurance industry. Currently, 32 companies and institutions in Iran are engaged in insurance (Safdari, 2020). In Iranian law and Regulation No. 71 of the Supreme Insurance Council - approved in 2012 - the obligation of insurers to provide complete information to the insured is stated. This information are as follow: insurance coverage, duties and obligations of the insurer and the insured, the amount of insurance premium and how to pay it, the events covered, the date of commencement & expiration of the insurance contract, and the conditions for termination of insurance. Therefore, the insurer, with accurate knowledge of the quality and conditions of the insurance contract, concludes it (Badini & Shahi, 2015).

Another feature of the insurance legal system in Iran is attention to the location of the contract between the insured and insured in determining the obligations and amount of damages. According

to Article 968 of the Civil Code, the parties cannot determine the law governing the insurance contract, because this article explicitly states that the obligations arising from the contract are subject to the place of the contract, unless the persuaders are foreign nationals. Of course, if the foreign element does not interfere, the discussion of determining the law governing the insurance contract is useless because there is no conflict to determine the law (Badini & Shahi, 2015: 319). However, this issue is important when the place of the accident is outside Iran. It should also be noted that according to Article 968, the Iran insurance system is not required to pay compensation to injured citizens of other countries.

The third feature of educational insurance contracts in Iran is the follow-up of group insurance. In fact, people with common characteristics are insured against one or more specific risks. In this type of insurance, the insurer concludes an insurance contract with the insured for a number of people who have an employment relationship. In this type of insurance, the insurance risk is measured according to the interests of the whole group and individual interests are not considered. Of course, in this type of insurance, criteria such as age, health status of the insured, location and other factors related to the type of insurance concluded in the contract. Of course, insurance risk and premium are measured by the insurance company according to these factors and the accuracy of information provided by the insured is based on good faith. In case of providing incorrect and intentional information - according to Article 12 of the Insurance Law - the contract is cancel. If the information provided by the insured is inadvertently incorrect, the insurer has the right to terminate the insurance before the accident occurs. Also, after the accident, if the wrong information is inadvertent, the insurer will compensate the damage only based on the correct information (Article 13 of the Insurance Law). However, group insurance relies on the main contract between the insurer and the insured (ministry or organization). Indeed, the effect of group insurance does not in itself extend to the members of the group and each member - if satisfied - can join the main contract. However, joining an insurance contract does not mean an additional contractual relationship, and therefore the obligation to pay the premium rests with the primary insured - that is, the ministry or organization. Of course, according to the resolution of the Council of Ministers in 1988, life and accident insurance for government employees is compulsory and is far removed from the main concept of group accident life insurance - which is optionally attached to primary insurance - and has an additional and mandatory form.

The fourth feature of educational insurance in Iran is to attention to its nature as consumer insurance, which makes it one of the insurances based on supplementary contracts. The annexation

of some insurance contracts is an undeniable necessity because instead of the insurer negotiating and concluding a contract with all insured individually - which requires spending a lot of money and hiring many employees to negotiate - it can be contract on the same terms with a ministry or organization. In this situation, on the one hand, the similarities in the content of insurance policies facilitate legal proceedings - in the event of possible disputes between the parties - and on the other hand, insurers share certain risks faced by a group of insured (Stempel, 2006). Of course, in group or supplementary insurance, insurance contracts are often concluded in predetermined or standard forms, and the parties to the contract do not bargain for the contract. In fact, insurers assume that the insurance policy purchased covers everything. Of course, there is a predefined text that contains the details of the contract. Details such as the rights of obligations and responsibilities of the parties, cases of violation, guarantee of implementation of breach of obligations and method to resolve the dispute. These are provided by the insurance company and the insured is not allowed to discuss or change the terms. As a result, concluding a contract is subject to accepting all above conditions (Shirvi, 2002). In this case, the insurer's party has higher trading power and knowledge and can impose its views on the insured. Supplementary insurance contracts generally have two types of conditions: General conditions approved by the High Insurance Council and specific conditions developed by insurance companies. The insured must either accept the contract as a whole or withdraw from it. In general, insurance companies have a lot of personal and confidential information that is effective in selling insurance while insured are deprived of this information; for example, the financial capacity of insurance company, and method of assess and pay damages. Therefore, especially in supplementary insurance - school accident insurance - the parties to the contract do not have an equal position. In order to respect the rights of students and school staff and to deal with the unfair conditions of insurance companies, the government (Ministry of Education) must have more control over the content of insurance companies' contracts. Of course, the Iran government, in order to protect the weak side in insurance contracts, approved the regulations for the protection of insurers in 2012. For example, Article 14 of the Insurance Law states that insurance policies and their terms must be prepared in terms that are comprehensible to the public. Article 12 of the Iranian Insurance Law (adopted in 1937) also emphasizes the provision of honest information by the parties to the contract.

Considering these features, according to the agreement between the Ministry of Education and the Teacher Insurance Company, all schools and students are covered by insurance support. Also, accident insurance and treatment of students and staff and civil liability insurance of the insured against each other and third parties in accordance with the Insurance Law approved in 1937 and

regulations approved by the Supreme Insurance Council and the general conditions of health, life and accident insurance (Karimifar, 2020 a). According to this contract, compensation for death due to an accident at school is 100 million Rials (US\$2,365) and compensation for disability (permanent, general, and partial) is up to 150 million Rials (US\$3,548). Also, hospital treatment costs caused by each accident are up to forty million Rials (US\$946) (Karimifar, 2020 b). For six consecutive years, a company namely “Teacher Insurance” was the only insurance company contracted with the Ministry of Education to issue all student accident insurance. Under the agreement, the company issued an accident insurance contract for each student in exchange for receiving insurance premiums from the families. At present, the annual premium of each student is approximately 60000 Rials (US\$ 15), which according to the total student population (about 14.5 million people); the annual premium is equal to 87 billion Tomans (3789000 dollars), which indicates a huge turnover for Teacher Insurance Company.

Table 2: Type of accident and amount of damages paid by insurance

Type of accident	Insurance payment amount (in Rials*)
Compensation for death caused by an accidents	100000000 Rials
Compensation for disability caused by accidents	1 billion and 500 million Rials
Cost of outpatient and inpatient treatment caused by each accident	Up to 40 million Rials
Cost of treatment for surgical operations due to illness (in excess of Share of basic insurance)	20000000
Cost of purchase and transplant of kidney	30000000
Reimbursement of cochlear implant costs for 100 people (per student)	100000000
Compensation for 30 deaths due to illness that occurred at school (per student)	100000000
Compensation for purchase of 200 hearing aids (per student)	20000000
Compensation for disability caused by an accident based on opinion of the competent authorities	Up to the full ransom
Cost of outpatient and inpatient treatment caused by the accident	100000000
Reimbursement of other treatment costs caused by accidents	5 billion Rials for each person centrally in the whole country to 40 people

* Currently, one US dollar has two different governmental and free market prices in Iran. The price of each dollar at the governmental rate is equal to 42,000 Rials and in the open market is equal to 270,000 Rials.

** Source: Farid, 2020

An important point in insurance legal systems is that insured must have an insurable interest in the life or money they seek to insure. This issue has been emphasized in many countries of the world, including the United States and United Kingdom. In the UK, it is argued that when an insured person has no insurable interest, she/he is not actually harmed, so such a contract would be same as a gamble. However, in Article 23 of the Insurance Law, the Iranian legislator has considered only the existence of the insured's written consent as a condition for the validity of the contract (Mohammadi, Boroumand & Shokouhian, 2018; Sobhi & Bagheri, 2018). This issue has had a negative practical impact on educational insurance, so that both educational policy makers and managers of the Ministry of Education have a mostly passive role in school accidents and pay minimum attention to the need for insurance benefits to meet the basic needs of injured person. In fact, in terms of legal structure, insurance companies in Iran are mostly state-owned and there is no real economic competition between them – same as in capitalist system and free economy. For this reason, Iran's insurance penetration rate is equal to 2.5 and one third of the global average (Delfruz, 2020). Thus, the government's comprehensive oversight of insurance companies has turned it into a conscientious industry without regard to profitability, customer satisfaction and use of innovative approaches (Mahmoudi Meymand; Mazloumi & Vajdani, 2015). In this regard, the report of the Research Center of Islamic Parliament (2011) has announced the following as the main challenges of the insurance industry in Iran:

- Various personal interpretations of laws by experts of companies to refuse pay insurance premiums
- Use of different indicators in accident assessment
- Lack of specialized courts to handle insurance cases
- Multiplicity of laws and lack of uniformity in the regulation and instructions
- Lack of special insurance in some areas, including education
- Failure to pay compensation quickly

C) Similarities and differences of insurance legal system in England and Iran

The first point to note is the modeling of Iran's insurance legal system by developed countries such as France, Britain and the United States over the past century. Thus, many similarities can be found between the Iranian insurance system and England. One of these similarities is that both insurance systems are heavily influenced by the commercial environment. This feature is naturally influenced by the profit-based capitalist structure that governs insurance systems around the world. Thus, while educational insurances are mainly social insurance, the Iran insurance legal system mainly deals with commercial insurances. Of course, in the field of commercial insurance,

educational insurance can be related to direct insurance in two areas of non-life insurance (such as property insurance) and life insurance (man-related accidents) (Research Center of Islamic Parliament, 2011). However, the commercial nature of insurance companies in practice and has strongly affected the provision of services to school accident victims in Iran, while the policy of “No Win, No Fee” in the England has been able to prevent this negative impact. Thus, one of the differences between the two insurance systems of Iran and England can be considered the maximum support of the England legal system to the victims of accidents in schools and the minimum support of the Iran’s insurance system to them.

Another similarity between the two insurance systems of England and Iran is the abundance of insurance companies operating in both countries. However, while in England there are several insurance companies active in the field of educational insurance, in Iran the conclusion of educational insurance contracts is monopolized by only one company. This monopoly has been to the detriment of other companies as well as the lack of diversity in providing services to the insured. In terms of the structure governing the free economy system, this major difference acts against the competitive principles governing insurance companies, and also deprives the Ministry of Education of Iran of receiving a variety of insurance services - by taking advantage of competition between insurance companies. Third, the guidelines of the EU member states - including England - provide for specific legal provisions on the law governing insurance contracts and in order to protect the insured - due to the weakness of the contract - (Koppenol-Laforce, 1996), while in the Iran legal system, there are no special provisions regarding the law applicable to insurance contracts (Badini & Shahi, 2015).

Another comparable feature between the two insurance systems goes back to the issue of blood money. While deaths are not foreseen in the England insurance system, in the Iranian insurance legal system this issue has been considered. Of course, this difference can be explained from the perspective that the condition of school buildings in Iran is extremely dangerous for students and staff and the probability of accidents leading to death is high. At the same time, it should be noted that, the amount of compensation paid by the insurance company for the death is not very high and is completely to the detriment of students and staff and their families.

Other issue is paying attention to the amount of damages paid by the insurance company to the victims in the two insurance systems of England and Iran. Although economically the answer to the question of "whether the amount of compensation paid to the victims is sufficient" requires a

separate study, the direct experience of the present researchers – about medical costs as well as conditions of Iran economy - clearly shows that the ceiling of damages set by insurance companies is set to a minimum. In fact, the amount of expenses that the families of injured people have to pay for the treatment and maintenance of the injured person is much more than the damages paid by the insurance companies. Table 3 shows the main similar and different features of the two insurance systems of England and Iran in the field of educational insurance:

Table 3: Similar and different features of England and Iran in educational insurances

Features / country	England	Iran
Commercial insurance system	*	*
Competition in the insurance system	*	-
Variety in service delivery	*	-
Maximum support policy for the injured person	*	-
Policy attempt to reduce the costs of the insurance company	-	*
Legal system intervention policy (presence of lawyers) to protect the injured	*	-
No Win /No Fee protection policy	*	-
Insurable benefit	*	-

The results of Table 3 show that among eight main components, there is a similarity in only two components between both insurance systems of England and Iran in educational insurances. In fact, in both systems, insurance companies try to increase their profits and reduce costs. Of course, in practice, it was said that the Iran's insurance system does not follow capitalist economy, and this system is more subject to the decisions of the State. In other components of insurance, data analysis indicates that there are differences between Iran and England, which in Iran are mainly against benefits of school's students / staff and their families.

5. Conclusion

The insurance industry, despite the many ups and downs that it has had since its inception in Iran, has not yet been able to adapt to the needs of society in the field of education and provide decent services to customers. The spirit of the laws and contracts of insurance companies is major commercial. While in education system (school and its various sections), the insurance system should be more humane due to the wide range of financial benefits - to cover more than 15 million students and teachers in more than 110,000 schools. One of the findings of research was the diversity of insurance companies in the England and the monopoly of an insurance company in Iran

to conclude a contract with the Ministry of Education. This monopoly has deprived Iran's schools of a competitive environment between insurance companies. It has also eliminated the diversity of insurance services. Another finding highlighted that the insurance legal system in Iran does not work in favor of students and schools in the following components: Policy of maximum support for the injured person, policy of reducing costs of the insurance company, policy of legal system intervention (presence of lawyers) for injured protection and "No Win/ No Fee" protection policy to support parents.

Also, according to one of the findings, it seems that those involved in school insurance in Iran - the Ministry of Education - do not believe much in the positive effects of insurance because they have reduced the amount of insurance coverage or the insurance company has considered a small ceiling. While insurance company has made a lot of profit and received huge financial resources every year. Another finding of the study is that in school accidents, the insurance company compensates only part of the economic losses caused by the damage to the students or the teacher, not the total financial and psychological losses. In fact, what the insured pays in the form of disability costs, disability compensation, wage compensation, and medical expenses does not include losses such as increased living costs. The insurance company also faces difficulties in dealing with the following issues: Role responsible for accidents, amount of compensation, and non-financial damages. The findings of present study can be the basis for future research due to lack of previous research. Due to the innovation of research subject, generalization of the findings is currently not possible. However, in order to improve educational insurance, the present researchers suggest the following to Iranian educational planners: Need to pass appropriate insurance laws with educational environments, adopting mechanisms to reduce time to pay compensation to students and their families, eliminate the monopoly of the "Teacher Insurance" company and create a competitive environment between insurance companies to conclude insurance contracts with schools (separately and according to the condition of each school building).

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