

Lafta, N. (2021). Prospects for preserving Iraq's architectural heritage. *Akkad Journal of Law and Public Policy*, 1(4), 198-211.

PROSPECTS FOR PRESERVING IRAQ'S ARCHITECTURAL HERITAGE

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Received: September 2021

1st Revision: October 2021

Accepted: December 2021

ABSTRACT. The Iraqi Antiquities and Heritage Act No. 55 of 2002, through its provisions to the Archaeological Authority, allowed the disposal of heritage materials through specific legal conditions by displaying heritage materials to the public, preserving them, or evacuating heritage areas in the event of a threat to them, as well as the possibility of showing them for scientific study purposes, as well as to be communicated to the public in museums and exhibitions inside Iraq. However, all these legal conditions permitted by the legislator to the archaeological authority are not without dangers that may accompany them, including vandalism, extinction, demolition, theft, and fire, and this causes an irreparable loss. In this study, we try to establish the possibility of securing materials for Iraq's architectural heritage, which we are trying to provide through the general rules of the insurance contract. We divided this research into two types of research that were the first title on the concept of the danger of securing architectural heritage materials. The second topic is entitled 'The Benefits of this insurance by putting the insurance of architectural heritage materials into practice.

JEL Classification: K12, K13, K20

Keywords: architectural heritage, securing heritage, Iraqi law

Introduction

Iraqi heritage materials are of the importance given to legal protection by the legislator through the provisions of the Antiquities and Heritage Act No. 55 of 2002 and the legislation that preceded it and international conventions [1]. It also enshrines constitutional sponsorship under article (35) of the Constitution of the Republic of Iraq [2]. This constitutional sponsorship was consistent with articles of the Iraqi Antiquities and Heritage Act [3], through the authorization of the legal actions of the Archaeological Authority [4], which allowed the display and transfer of Iraqi heritage materials to museums and internal and external exhibitions, as well as enabling them to be displayed in front of schools, universities, and exhibitions, to publish Iraq's cultural history and inform foreigners of the manifestations of Iraq's ancient civilization, as well as to allow its maintenance of damage, damage and decay, the manufacture of models of heritage materials, and the evacuation of heritage areas in case of there is a threat to it. Now, these legally sanctioned actions of the archaeological authority, with the protections contained in the law by providing punitive material to the aggressor of these heritage materials,

lacked the protection of another diverse and multiple risks that can only be compensated with appropriate compensation the rules of civil liability. Yet, reparation may not be commensurate with the extent of the damage, so the legislator should have referred to another legal path, namely insurance. The focus of our research study was mainly on the possibility of securing Iraq's architectural heritage. One of the most critical functions of insurance is to remedy the solutions of danger or disaster that may be inflicted on the insured. Thus the insurance is the result of caution and redress, which is, therefore, the insured (the archaeological authority or the beneficiary) to remedy the prior guarantee of the material means that enable him to remove the consequences that he may bear as a result of the realization of the danger, which achieves the preventive effect of insurance, in the face of the multiplicity and diversity of risks surrounding the archaeological authority. It exercises its right under the law. Therefore, any archaeological administration does not seek a certain amount in its own right but to ensure that the loss rate it inflicts is reduced by transferring the risk burden to the insurance company. It also reduces the financial burden when the employee responsible for compensating for damages occurs under the provisions of the Inclusion Act.

On the other hand, it can be considered a means of credit by the beneficiary, who has rented materials for the Iraqi architectural heritage. The beneficiary has thus covered the risk to which his heritage materials may be exposed. The research problem revolves around the possibility of securing Iraq's architectural heritage, as we have not found a provision to prevent this despite the lack of compulsory insurance. The authority's responsibility is to preserve these assets, and it must not remain silent in the face of this legislative shortage. As long as there is another way to achieve the purpose of protection, can Iraq's architectural heritage be secured? Our research methodology is an analytical study that aspires to see the provisions of the Iraqi Antiquities and Heritage Act and the requirements of the Iraqi Civil Code regarding the insurance contract and to see whether the insurance policy can protect the Iraqi architectural heritage or not. This is what we are trying to distinguish in this research through two researchers, as we will show in the first research the concept of the danger of securing the Iraqi architectural heritage and this research contained two demands, the first was entitled the definition of the risk of insurance, and the second requirement was entitled What is the danger surrounding the Iraqi architectural heritage. In the second research, we will try to put the insurance of The Iraqi architectural heritage into practice to show the benefits of securing the Iraqi architectural heritage. The first requirement was the scope of insurance and the second requirement was the duration of the insurance. The third requirement was the stages of the elimination of the danger and the introduction and conclusion.

The concept of the danger of securing Iraq's architectural heritage

The concept of insurance risk for the Iraqi architectural heritage is linked to what the future holds for these materials during their disposal by the archaeological authority. Here that authority had to take the precaution of the dangers as a result of these practical practices, so we have to know the insurance risk of the Iraqi architectural heritage and then indicate what it is as follows:

Defining the risk of insurance for Iraq's architectural heritage

We are trying to find a definition of the insurance risk of the Iraqi architectural heritage because we do not go beyond what the pens of writers and researchers in the theory of insurance risk, as they knew the insurance risk that (the occurrence of variables and unconfirmed events in advance leading to human or material loss that can be estimated according to their facts and repeated in specific places and times when statistics are available on them and large numbers of them) [5]. However, rajah's view was to adopt another definition more in line with the subject matter of our study, where the insurance risk was defined as "every potential incident, does not depend on the will of one of the parties to the legal relationship, and is insured."

About the processes authorized by the Iraqi Antiquities and Heritage Act, the archaeological authority to carry out (the transfer and display of the assets of Iraqi heritage materials inside and outside Iraq in foreign museums, schools, universities, and galleries) [7], all these operations are surrounded by potential risks such as theft, damage, decay, and drowning. Hence, the insurance risk of these heritage materials should have covered these incidents as long as they are potential risks, which are insured under the general theory of contract insurance, as long as it does not depend on the will of one of the parties' legal relationship. Thus, the subjective conditions of this risk can be met despite its diversity of qualities, which we can determine in the following requirement:

What is the danger surrounding Iraq's architectural heritage?

We are establishing the possibility of securing the Iraqi architectural heritage in this study. After a simple determination to define the insurance risk in the first requirement, it is the terms of the prescriptions of this risk that determine what it is, and this is what we will discuss in two branches as follows:

Insurance risk conditions for Iraqi architectural heritage

The insurance risk as a potential incident is involuntary and not contrary to the public finance and morality system under these conditions complement our concept of insurance risk as a shop for the contract to secure the Iraqi architectural heritage, and this is what we will show as follows:

(Condition I) - Insurance risk is a potential fact

The danger is a matter of the future that may occur and may not happen, and therefore it is based on the idea of uncertainty. Consequently, it is focused on realizing the same incident, i.e., it may occur and may not occur at all, the risk of fire, theft or damage may or may not occur, which in that sense is not impossible to fall, and the first condition will not be eliminated. Therefore, the risk loses its most important condition, namely the possibility of falling [8].

Therefore, it is not possible to ensure the risk of drowning if the means of transporting materials of Iraqi architectural heritage is the means of road transport, as it is impossible in this type of transport to imagine the sinking of materials of Iraqi architectural heritage. Still, in this example, it can be secured against the risk of theft, damage, or fire, as they are likely to occur in road transport.

(Condition II) - Insurance risk is an involuntary incident

Article (1000/1) of the Iraqi Civil Code decided that (... The believer is not responsible for the fire caused by the beneficiary deliberately or fraudulently...) Thus, the Iraqi legislator has enshrined the principle that the believer or beneficiary's deliberate error

leads to the believer's acquittal, even if the insured did not deliberately harm the believer. It is enough to intentionally inflict the covered danger, a world that, by realizing it, will raise the insurer's responsibility to pay the amount of insurance. In other words, the insured was ill-intentioned [9].

However, it could be an exception to one case, which is the protection of the public interest, which the insured person deliberately carried out to achieve the danger against him to protect the interest of the believer or to perform a humanitarian duty or in the case of legitimate defense. the insured was deliberately destroying the materials of the Iraqi architectural heritage certified, to remedy the extension of the fire that was deposited in the ship, museum, store, street or city, and confine it to the narrowest area, the insurance produces its effects, and the believer is obliged to [11]. As stipulated by the Iraqi legislator in article 999 of the Iraqi Civil Code, the amount of insurance is responsible for the risk of fire (the insured is responsible for all damage directly arising from the fire and injuries that are an inevitable result of it). In particular, the damage done to the insured objects is caused by taking means of rescue or preventing the fire's spread. He is also responsible for the loss or concealment of insured items during the fire unless it is proved to be the result of theft.

In a more precise sense, realizing the insurance risk must be an emergency that chance plays an essential role in achieving. Perhaps the main reason behind this condition is not to enrich the insured at the expense of the insured contrary to public order [12]. For example, the insured deliberately destroys the materials of The Iraqi architectural heritage by setting fire to the warehouse, museum, exhibition, ship, or mode of transport, slowly sinking the ship, or deliberately hijacking the aircraft to transport such materials.

However, this condition is, of course, unimaginable on the part of the insurer (insurance company), it is inconceivable that the insurance company will burn the museum or exhibition or flood it with water or agree to steal or demolish these architectural heritage materials, except in one case if the insurance company is associated with a partnership with the transport company or guard for these heritage materials, and the carrier or guard causes the insurance risk in this case the insurance company has a hand in realizing the risk Insurance is rare, but it is not excluded or impossible.

But the question here is whether insurance for Iraqi architectural heritage materials understands the risks that come from natural conditions and phenomena (such as rain, storms, earthquakes, floods...) yes, this type of risk is protected for the insurance contract as long as it does not depend on the sole will of the two parties or the choice of one of them [13].

(Condition III) - Insurance risk is a legitimate fact

The materials of the Iraqi architectural heritage are the same as the antiquities are legally protected and are considered to be dealt with in violation of public order and the Provision of the Iraqi Legislator in the Iraqi Law on the Protection of Antiquities and Heritage criminalized dealing with them contrary to the provisions of this law. Therefore it is not possible to secure materials of Iraqi architectural heritage stolen or smuggled because this type of danger is not permissible to be guaranteed legally, for example, the theft or illegal holder in the sense that the archaeological authority does not authorize the insurance of these heritage materials against theft incidents or Damage, demolition or confiscation, hence the provision of the Iraqi legislator in the article (984/1) of the Iraqi Civil Code to the legality of the danger by saying (it may be an insurance shop everything legitimate for the person to benefit from the absence of a particular risk) [14]

Therefore, the violation of the authority's authority by the official of the antiquities authority on the legal powers vested in him or preventing him from carrying out the works and actions stipulated in the Iraqi Antiquities and Heritage Protection Act is another example of the failure to meet the third condition in the sense of illegality of the insurance

risk (e.g., that the office of the archaeological authority transfer architectural heritage materials to another country to display them in museums and that that country does not have diplomatic relations with Iraq or is at war with it). This may lead to damage or seizure of these heritage materials by that state and not return them to Iraq so that the insurance risk does not meet the requirement of legality and the responsibility is only on the overriding employee. As for the archaeological authority, legal work provided by law does not remove these Iraqi architectural heritage materials from the circle of dealing provided for by law, so the incident is legitimate.

Insurance risk qualities for Iraqi architectural heritage materials

It is inconceivable that there is an element of speculation when insuring the materials of the Iraqi architectural heritage in the sense that the risk of belief, which is the possibility of making a profit or a loss, which is dealt with by the techniques of trade can not be what is secured even if the Iraqi Antiquities and Heritage Act authorized the display of heritage materials in foreign exhibitions and museums or schools or universities, in that work the archaeological authority does not seek from it to obtain profits or speculation but to publish heritage materials in foreign exhibitions, schools or universities. Iraqi civilization in the eyes of the world. This means that insurance will be only on net risk, which is the essence of dealing with insurance business techniques [15]. It means expecting or not to lose. For example, the risk of fire may occur or result in the destruction or loss of Iraqi architectural heritage materials, or this incident may not happen. In any case, there is no profit from it.

In addition to this characteristic, the danger is material. It cannot be imagined to raise the moral danger because the dangers that the archaeological authority fears are dangers associated with material facts, including fire, damage, drowning, theft, or decay, regardless of whether these material hazards are generally or privately created, the general material hazards are associated with the emergence of losses of a fundamentally non-personal nature and the consequences, i.e., they do not fall on individuals, but instead risks. Catastrophic for society such as the dangers of war, earthquakes, floods, or storms. Or unique risks related to accidents caused by individuals, such as theft, fire, and transport accidents.

Another characteristic of the risk as a place for the insurance contract is that the risk must be specified, i.e., not to release the dangers in the insurance policy, depending on the type of risk, the risk of fire is different from the risk of theft and different from the risk of damage because the insurance policy on the risk of robbery requires the obligation of the insured to provide security measures against theft to reassure the insurance company of the agreement by providing the insured with lockers, guards and surveillance cameras. Otherwise, the place of existence of heritage materials is neglected and available In front of the robbery's hand.

As in the fire risk insurance policy, the insured must be obliged to provide safety and safety conditions at the whereabouts of these heritage materials, such as keeping them away from mines, furnaces, fuel tanks, or volcanoes and providing fire and fire alarms. Furthermore, as in the drowning insurance policy, the insured must provide safety and safety requirements in terms of packaging heritage materials and placing them in sealed boxes, and wrapping them in nylon when transported, as well as in the insurance policy against the risk of damage in terms of the obligation to boil and put bumpers to protect them from shocks, concussions, and falls. In the face of these qualities, which must be provided at risk to secure the materials of the Iraqi architectural heritage, it is necessary to appoint the insurance shop (insured) in the document to deny ignorance [16]. Of course,

it is not possible to ensure all assets of the architectural heritage, museum or exhibition at once or one deal, but each material of the Iraqi architectural heritage must be assigned in private in an independent insurance policy, which means that the diversity of insurance policies because each policy is replaced independently from the place of The other document according to the number of architectural heritage materials.

Putting Iraqi architectural heritage into practice

We are trying to establish the possibility of securing the materials of the Iraqi architectural heritage and the benefits of this legal protection, as this insurance process raises several practical legal determinants that enrich this willful legal behavior through the scope of insurance, the duration of insurance, and the stages of the disappearance of the risk, and this is what we will discuss through three demands as follows.

Scope of securing Iraq's architectural heritage

In the face of the multiple and varied risks that architectural heritage materials may face, it is necessary to distinguish between the amounts of insurance as a reflection of the luxury of losses resulting from the acceptance of these risks and the circumstances that may occur during the validity of the insurance contract. Hence we can establish a difference in the scope of insurance coverage and can be combined through two separate branches that address in section I the scope of the broad insurance and address in the second section the scope of non-extensive insurance, as follows:

Wide range of insurance

The scope of the insurance includes compensation for losses resulting from accidental risks[17]. Still, this type of insurance requires advanced experience with the insurance company to expect an unspecified amount of chances that Iraqi architectural heritage materials may be exposed to during the validity of the insurance period. Therefore, architectural heritage materials, although there is an increase in the number of insurance premiums, and at the same time, the insured will distance himself from informing the insurance company of the occurrence of these risks or expecting them or increasing their causes. This range of insurance faces two difficulties not to take it:

It contradicts the general rules of the insurance contract, particularly informing the insurance company of conditions that would lead to an increase in risk [18].

(2) Nor is it in the insurance company's interest to sign this contract on such a large scale. This is a kind of dangerous speculation and certainly not one of the objectives of establishing the insurance company and not one of the objectives of the insurance business.

This, of course, means the expansion of insurance for heritage materials, as the expansion of the provision of Iraqi architectural heritage materials can be due to two reasons:

(First reason)

The occurrence of circumstances by the insured beyond his control, because deliberately causing danger or contributing to the realization of the threat, insured by (the insured or beneficiary) leads to the insurance company's innocence of the amount of insurance [19]. Iraq's architectural heritage, or the driver's death during the transfer, forces the carrier or its insured to carry architectural heritage materials on another mode of

transport. The insured must inform the insurance company of this because it may arrange other unexpected risks in the sense of the wide range of risk insured against him and hence means increasing the scope of insurance for architectural heritage materials, and this of course requires the addition of the insurance policy and an increase in insurance premiums, and since these circumstances may be quick, the agreement to modify the insurance policy and increase insurance premiums can be adopted by informing the insurance company about these conditions through modern means of communication, the most important of which is Telephone call or send a telegram or e-mail and then when one of the parties to the insurance policy denies this it is possible to use all the means of proof available by law in accordance with the law of evidence to prove the receipt of the flag by the insured to the insurance company and the answer of the insurance company to know about these new circumstances, and therefore not to waste the legal effects of these circumstances and thus achieve the required insurance service. To facilitate the methods of proof, there is nothing wrong with the insurance policy on the materials of Iraqi architectural heritage providing for the adoption of the means of telephone or electronic communication between the two parties to inform the insurance company of the circumstances that occur during the duration of the insurance contract. Agreement on the potential rate of increase in insurance premiums and the highest ceiling that can be paid from the amount of insurance requires insurance experience by the insurance company that elevates it to an advanced level of risk management.

(Second reason)

Circumstances beyond the insured's will, which is why the scope of insurance for Iraqi architectural heritage materials has increased – but how can this be imagined? What circumstances does this fall outside the insurer's will and lead to an increase in the scope of insurance without resorting to avoiding the insurance contract? The best evidence of this is that there will be war, rebellion, insurrection, earthquakes, floods, or other natural disasters, or a judicial decision to recover the land on which the museum or exhibition was built because that land belongs to others.

It leads to the relocation or change of the place of display or grief of the insured architectural heritage materials from incidents of damage and theft while in the museum or exhibition. Still, the insured will have to move them to another place not mentioned in the insurance policy in this example. This means that all the circumstances surrounding the materials of the Iraqi architectural heritage differ from safes for preservation or offer or methods of protection against theft, which were assured by the insurance company starting after the insurance policy, in which case it is certainly not in the interest of the insured to break the insurance contract, especially since he paid the insurance company several insurance premiums. It is not in his interest to conclude a new insurance policy. The insured seeks to obtain insurance service despite the circumstances beyond his will. These circumstances may lead to the realization of dangers to the materials of the Iraqi architectural heritage. At the same time, if we look at achieving the desired goal of insurance for Iraqi architectural heritage materials - and this is our goal of the research, the best that can be provided to the insured for the insurance service is the provision in the insurance policy on the possibility of expecting such circumstances and then modifying the insurance policy in the sense of increasing the scope of insurance on the materials of the Iraqi architectural heritage.

At the same time, allow the believer to manage the risk, where he prepares to manage the risk by assessing the dangers to control them and work to prevent them or reduce and mitigate their effects from the essential functions of the believer by knowing the sources of risk and estimating and identifying methods of confronting it and at all levels.[20]

Non-wide insurance range

The non-broad insurance range includes two types, one considered in terms of risk determination and the other in terms of the amount of insurance, which we show in turn:

(1) The specific risk range means the risk covered in the insurance policy, even if these accidental and uncontrollable risks mean particular risks. For example, the scope of insurance covers hazards during the transfer phase, or the scope of insurance for heritage materials is limited to the presence of heritage materials only during their presence in the museum or exhibition, or the scope of the insurance covers the risk of damage without theft during the transfer of materials of the Iraqi architectural heritage, and so on.

(2) - The scope of determining the amount of insurance that the beneficiary deserves when the risk is realized, where the amount of insurance is determined by agreement between the parties when the insurance is carried out, and in return the insured shall perform insurance premiums in accordance with the contract and on time or be subject to legal penalty as a result of breach of contract, including avoidance, and comes out of the scope of determining the amount of insurance loss wasted since the insurance must be subject to a wasted loss borne by the insured, the aim of the insurance is to reduce the loss there is no total compensation. In other words, the insured shall bear a specific percentage of the contract for any incident that results in the claim for compensation, which is aimed at reducing the procedures for claiming compensation for the incidents within which it occurs, and it also prompts the insured to take care of the materials of the Iraqi architectural heritage so that it does not bear for his part this loss or the so-called loss wasted [21].

Hence, the percentage of insurance had to be reduced depending on the transfer of architectural heritage materials, which are higher on the road or during which they are stable or located inside the exhibition or museum. This is due to the low level of risk after the stability of architectural heritage materials in the exhibition or museum. On the road, i.e., during transportation, there are more risks than overturning the mode of transport, blocking the street, the vehicle's fire, the sinking of the car or ship, its pirate, the crash or hijacking of the plane. This is unimaginable in museums or exhibitions.

Accordingly, it is possible to determine the ratio of loss, compensation, and the amount of insurance, in the sense of "stability in the premium ratio," which naturally requires data and information to be provided during the validity of the insurance contract and to notify the insurer of the possibility and duration of the risk, thereby achieving the required insurance service. Circumstances may arise after the conclusion of the contract and during its validity, increasing the burden of the insured risk, and article (986/c) of the Iraqi Civil Code insured is obliged to (notify the insurer of the conditions that occur during the contract that would lead to an increase in these risks). Transportation, offer or maintenance, and then determine the obligation of the insurer (insurance company) to pay the compensation due to it and agree on the violations and their value to put them or reduce them from the final insurance amount, meaning that the insurance company must include a guide, a guesser or an insurance supervisor.

However, as we look for the scope of securing Iraqi architectural heritage materials, we must also show that there are exceptions that could limit the scope of the agreed insurance:

(1) Damages caused by the deliberate failure of the insured, one of his employees, members of his family, or any third person with whom they may collide. It does not depart from the conceivable work of these people from destroying, burning, or stealing architectural heritage materials.

(2) Damage caused by the failure to follow scientific methods and methods in preserving architectural heritage materials, especially while transporting them from one

place to another or preparing for transport and displaying them to the public in foreign museums or exhibition houses in front of schools and universities. It means that the insured contributes to causing or causing damage, and here it is up to insurance experts to determine the loss lost from the amount of insurance.

(3) Damages resulting from exceptional public incidents, including the dangers of war, the risks of riots, civil unrest, revolutions, rebellion, and disobedience, in the sense that the theory of emergency circumstances applies. Therefore, after balancing the interest of the insured and the insurance company, the court may reduce the obligation to pay the amount of insurance to a reasonable extent and determine the scope of the amount of insurance [24].

Insurance duration

Let's consider that the possibility of securing materials of Iraqi architectural heritage has become a fact that cannot be abandoned in the face of the risks that may surround it. It is necessary to determine the duration of the insurance contract because one of its characteristics is that it is a contract of time. Thus it can be said that it is short-term insurance. Still, it is before the insured (especially if the archaeological authority) to resort to another way, which is long-term insurance. However, this is not a pesticide for the insurance contract but to reduce The burden of insurance premiums on the insured depending on the length of the insurance period and the number of premiums paid. We will therefore divide this requirement into two branches through two ways: short-term insurance and the second long-term insurance.

Short-term insurance

Short-term insurance is a type of temporary insurance for materials of Iraqi architectural heritage, for which the insurance contract can cover the period or period specified during the period of travel or transfer of materials of Iraqi architectural heritage to display them to the public in foreign museums or for maintenance purposes because this latter act can not be eternal but for a few periods depending on the purpose allocated by the archaeological authority, during which time there must be risks of damage, theft or loss.

Accordingly, depending on the duration, the insurance premium is calculated according to an equation determined by the insurance company with the insured during the insurance contract period. When the risk occurs, the insurer should perform the amount of insurance prescribed in the insurance policy. For example, suppose the value of the assets of the heritage materials exceeds the amount of insurance. In that case, the insured is responsible for the increase. Suppose otherwise, i.e., the value of the object is less than the amount of insurance. In that case, the insured has to claim a refund of a percentage of the premium equivalent to the difference between the two allowances [25].

However, the insured is responsible for the increase, as in the first case, which indeed invites the beneficiary or tenant to present these architectural heritage materials to the public at foreign exhibitions, schools, or universities, asking him to also contribute to the payment of the damages incurred by the archaeological authority, so it is often the beneficiary or beneficiary will seek to contribute to the payment of insurance premiums or to resort to another insurance company for the same purpose, thus bringing the amount of insurance compensation closer to the value of the insurance compensation. Damage to

the archaeological authority caused by the endangerment of architectural heritage materials insured against it.

Long-term insurance

By resorting to this method of insurance, which is different from the first way in terms of the duration or duration of insurance, it is often the authority that is referred to is the archaeological authority because it is decided initially to its advantage in terms of the long purpose of concluding the insurance contract, to seek to reassure it in front of all the actions that used to be carried out, from the offer, transfer, and maintenance, and at the same time with the existence of the long or long term insurance premiums are lower in terms of due performance to the insured, where The premium will result in the guaranteed period at the time of the contract. In doing so, the insured is guaranteed an insurance amount equivalent to the value of Iraqi architectural heritage materials.

In other words, this long-term insurance route is similar to life insurance, where the insured agrees with the insured to fulfill his obligation to perform the premium once the risk is realized [26]. The choice of a long-term insurance route indeed results in the reluctance of the archaeological authority to provide short-term insurance, as well as it is in the interest of the insured or beneficiary when he does not believe in the architectural heritage materials he has rented to display or inform the public about them in exhibitions outside the country. Or schools or universities, as they have already been insured and the insurance policy is still in force.

Stages of danger demise

The basic rule of insurance is that there is no insurance without danger. The danger as a general principle cannot be imagined to disappear. It is impossible to disappear because the threat of any nature is inherent to human activity and normal living conditions [27].

The danger is eliminated.

The end of the insurance contract is meant to be permanent because of the lack of place and absence of the agreement, as stipulated by the Iraqi legislator in the article (984/II) of the Iraqi Civil Code, by saying (the contract is invalid - the insurance contract - if it turns out that the insured risk was removed or had been achieved at the time of the agreement... [28]. In our study of the possibility of securing Iraq's architectural heritage, we cannot imagine that, in the sense of how we can imagine agreeing to secure a potential risk of falling on architectural heritage materials without expecting another danger, i.e., insurance against fire or theft, but they are damaged by water-sinking or terrorist act, or that they have been insured against the risk of sinking the ship on which architectural heritage materials will be transported for display in museums. Foreign, but damaged by the fire of the ship's room where the architectural heritage materials were stored, there is another hypothesis that it was insured against the risk of theft or fire but was damaged by the fall of the museum wall as well as a case if it is insured against all the risks that accompany it on board the plane, ship, train or car, and before transportation damages the mode of transport. These and other cases, although difficult to imagine, is not impossible to occur when the archaeological authority insures one or more specific types of risk, but

if it is achieved, the insurance contract expires in this case once and for all under the provisions of the article (984/II) of the Iraqi Civil Code. The insured is then obliged to return part of the premium to the insured, commensurate with the period they had to bear the risk.

If the insured has not performed after the prescribed premiums, they must perform what corresponds to the insurance contract's period. In this case, the archaeological authority (the insured) must ensure all kinds of risks expected and unexpected, in which case the insurance company or the insurer will undoubtedly seek to increase insurance premiums, which certainly weighs heavily on the archaeological authority, especially if they offer it makes to the public is free or for nominal wages to inform the world of Iraqi civilization or cultural depth. The archaeological authority cannot risk agreeing to choose danger and leave another to pure coincidence or intuition by not verifying. The theory of trouble of all kinds exists as long as humans carry out activities. Even if these architectural heritage materials are buried in cemeteries, they will not survive risks such as theft, decay, or damage.

Temporary demise at risk

The risk may be temporarily eliminated in the sense that the danger ceases in this case, the contract remains valid and effective[30], but how is that - in this study, there are many cases, the insured may be safe against the risk of theft or damage in front of Iraqi museums and happened, and if the architectural heritage materials were transferred for one year for example to museums outside Iraq foreign, in this case, the contract ceases within one year because there are no architectural heritage materials in Iraq. Still, they are now present in museums of architectural heritage for one year, such as museums outside Iraq. Foreign schools or universities inside or outside Iraq. Yes, in this case, the insurance contract for the disappearance of the risk is temporarily suspended, and here certainly the archaeological authority has insured it with a new contract as if during the period of transfer of risks to foreign museums, or it may be the beneficiary who carried out the insurance. Of course, the archaeological authority may require the beneficiary to ensure heritage materials before transporting them, which is all we recommend through this research.

Indeed, suppose the contract is agreed to be suspended. In that case, it expires temporarily until the expiry of the suspension period, and the contract shall not arrange for the duration of the suspension any legal effect for the parties, so the insured risk is realized during that period. The insured is not obliged to pay the amount of insurance to the insured, and the latter is not required to perform the premiums [31].

Conclusion

This research aimed to reach as precise and accurate an idea as possible about the possibility of securing Iraq's architectural heritage as it relates to practical reality and the evolving spirit of the insurance system. This is what we have tried to highlight during our research, by defining the concept of the risk of securing Iraq's architectural heritage and demonstrating its benefits by putting its insurance into practice and concluding that: -

(1) The nature of the materials of the Iraqi architectural heritage can be the subject of the insurance contract, mainly since the interest in heritage science has emerged with

the feeling of the humanitarian community to the need to preserve heritage materials and the actual need to be proud of them in front of different communities and countries, so they established the International Center for the Study of the Preservation and Restoration of Cultural Property (ICCROM), which Iraq joined on 14/11/2011[32] It should also be noted that the protection of Iraq's heritage has gained international legal protection by criminalizing acts of abuse and smuggling by robberies and terrorists, particularly recent attacks by the terrorist organization Da'ish, so the UN Security Council passed Resolution 2199 in 2015, including provisions for the protection of Iraqi antiquities and heritage.

(2) The Iraqi legislature did not address the risks to Iraq's architectural heritage, particularly the dangers of demolition, fire, flooding, or damage to wars and earthquakes. As a result, the Iraqi legislator had to move forward in a way that distinguished himself from the rest of the legislation by providing for the provision of materials for Iraq's architectural heritage. The Iraqi legislature has thus created a new framework to address the problem of securing Iraq's architectural heritage.

(3) The insurance risk is a potential involuntary incident resulting from a legitimate incident, meaning that the archaeological authority benefits from the absence of the insured risk against it.

(4) The insurance risk of Iraqi architectural heritage materials is characterized by the fact that it is devoid of the element of speculation; thus, insurance is only for net hazards to be material rather than moral hazards, with the need to identify the risk and not to release the stakes in the insurance policy depending on the type of risk.

The scope and duration of the insurance policy are determined according to the parties' will.

(6) We also recommend that the archaeological authority require, starting with the beneficiary of the lease of Iraqi architectural heritage materials, to insure materials for Iraqi architectural heritage.

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 3. Fouad Abdullah Aziz, Insurance in Iraq and Prospects for the Future, Collection of Articles on Insurance, Baghdad, 2005.
- Third: Legislation:
- 1- Iraqi Civil Code No. 40 of 1951.
 - 2- Iraqi Antiquities and Heritage Act No. 55 of 2002.
- Constitution of the Republic of Iraq 2005.
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Margins

[1] Interest in heritage science has emerged as the human community feels the need to preserve heritage materials and the actual need to be proud of them in front of different communities and countries, so they established the International Center for the Study of The Preservation and Restoration of Cultural Property (ICCROM), which Iraq joined on 14/11/2011, <https://www.iccrom.org/ar/mn-nhn/lmht-amt/aldwl-alada>. It should also be noted that the protection of Iraq's heritage has gained international legal protection by

criminalizing acts of abuse and smuggling by robberies and terrorists, particularly recent attacks by the terrorist organization Da'ish. Hence, the UN Security Council passed Resolution 2199 in 2015, including provisions for protecting Iraqi antiquities and heritage.

[2] Article 35 of the Constitution of the Republic of Iraq 2005 stipulates that the state sponsors cultural activities and institutions under Iraq's cultural and cultural history and is keen to adopt authentic Iraqi cultural orientations.

[3] The texts (Article 2/ II and Seventh), (Article 6/II), (Article 20/IV), (Article 21/ First, Second and Third), and (Article 22 and 23) of the Iraqi Antiquities and Heritage Act No. 55 of 2002.

[4] Article 4/ III- The authority means antiquities: the General Authority for Antiquities and Heritage. From the Iraqi Antiquities and Heritage Act.

[5] Fouad Abdullah Aziz, Insurance in Iraq and Prospects for the Future, Collection of Articles on Insurance, Baghdad, 2005, p. 23.

[6] Dr. Bassem Mohammed Saleh, Insurance- Its Provisions and Foundations - Analytical Study, House of Legal Books, Cairo, 2001, p. 220.

[7] The texts (Article 2/ II and Seventh), (Article 6/II), (Article 20/IV), (Article 21/ First, Second and Third), and (Article 22 and 23) of the Iraqi Antiquities and Heritage Act No. 55 of 2002.

[8] Dr. Bassem Mohammed Saleh, former source, p. 233.

[9] Dr. Abdul Razzaq Ahmed Al-Sinhouiri, Mediator in Civil Law, C7, Cairo, 1970, p. 1223. Referred to by the previous source, p. 229.

[10] Dr. Bassem Mohammed Saleh, former source, p. 229.

[11] This meaning is considered/ previous source, p. 230.

[12] The opinion of French jurisprudence was referred to by the previous source, p. 225 and 226.

[13] Previous source, p. 231.

[14] See the interpretation of this text, an earlier source, p. 233.

[15] Looking at the net risk of insurance, Fouad Abdullah Aziz, a former source, p. 25.

[16] Article (128/1) of the Iraqi Civil Code stipulates that (the subject of a certain obligation must be a negative appointment for obscene ignorance....).

[17] Fouad Abdullah Aziz, former source, p. 146.

Article 986/c of the Iraqi Civil Code stipulates that the believer should be notified of the circumstances that occur during the contract that would lead to an increase in these risks.

[19] He has already explained the article (1000/1) of the Iraqi Civil Code.

[20] Fouad Abdullah Aziz, former source, p. 13.

[21] To expand the meaning of the wasted loss, Fouad Abdullah Aziz, a former source, p. 148, is seen.

[22] Dr. Bassem Mohammed Saleh, former source, p. 294

[23] Article (1000) of the Iraqi Civil Code.

[24] Article (145/2) of the Iraqi Civil Code states that (if there are exceptional public incidents that cannot be foreseen and the result that the implementation of the contractual obligation, if not impossible, becomes so burdensome for the debtor that it threatens to lose the court after balancing the interests of the parties, the obligation shall be reduced to the reasonable extent that justice requires it.

[25] In this sense, Dr. Bassem Mohammed Saleh, a former source, is considered, p. 177.

[26] This meaning is considered by the previous source, p. 178.

[27] To expand this concept, the previous source, p. 383, is seen.

[28] This text, the previous source, p. 383 and beyond, is considered.

[29] Previous source, p. 385.

[30] Previous source, p. 387.

[31] Previous source, p. 387.

[32] :- <https://www.iccrom.org/ar/mn-nhn/lmht-amt/aldwl-alada>