146584 - He wasn’t driving the car himself; can he benefit from comprehensive insurance?

the question

An individual was in an accident driving someone else's car and the other party was at fault. What is it permissible for him to take from the insurance company? Please note that he has comprehensive insurance with them that he was forced to take when he leased the car from them under a lease-to-own agreement. One of the clauses of the lease says:

If the one who is leasing the car and is allowed to drive the car is involved in an accident, he should not waive his rights.

Another condition is that the one who drives the car is the one who is allowed to in the contract, but he was not the one who was driving the car at the time of the accident; rather he gave his name as the driver when he reported the accident because of that condition, and he does not know whether his insurance company is going to go after the one who is at fault, or the company itself is going to pay (compensation). Now the car is still under lease. Please advise us, may Allah reward you with good.

Detailed answer

Praise be to Allah.

Firstly:

Commercial insurance of all types is haraam, because it involves riba, gambling and consuming people’s wealth unlawfully. This has been discussed previously in the answer to question no. 8889.

It has also been previously explained that with regard to lease-to-own contracts, it is not permissible to force the one who is leasing to take out insurance; rather that should be done by

the owner. See the answer to question no. 97625

Secondly:

If the party who is not at fault has been harmed physically or financially and the other party has to pay him diyah or compensation, then he has the right to take it in full, whether it is paid by the other party himself or through the insurance company, because the one who is entitled to diyah or compensation has a right, and he is not responsible for whether the deal that the other party has with the insurance company is halaal or not.

Based on that, if the company asks the party at fault for compensation, then the party that is not at fault may take the value of the damaged parts and the cost of repairing the car, in addition to the difference between the value of the car before the accident and its value afterwards, and the cost of repair.

If the company does not seek compensation from the party at fault, and it takes on the responsibility for covering the costs of repair, then the owner of the car has no right to take anything more than what he paid to the insurance company, and he should not take anything more than that, because commercial insurance policies are not acceptable according to sharee'ah; in addition to that, there is the issue of what the car owner did of lying and going against the conditions of the policy; even if insurance were halaal, he would not be entitled to compensation. Please see the answer to questions no. 131591 and 125801.

And Allah knows best.