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The Right of the Social Security Corporation to Replace the Injured In the Scope of Work Injuries: A Comparative Study between the Jordanian, Egyptian and French Legislation

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Abstract

This study aimed to identify the extent of the insurance institution's right to replace the injured in each of Jordanian, French, and Egyptian law. It aimed to identify this extent through identifying the legal basis for the right of the insurance institution to replace the injured and its scope in securing work injuries in the Jordanian, French and Egyptian laws. The researcher adopted the comparative legal approach. They analyzed the legal texts on social security and work injuries in the Jordanian, French and Egyptian laws, and the terms and conditions in those laws. It was found the legislators of the Jordanian, French and Egyptian insurance decided that the liability of the insurance institution for compensation for the work injury should be kept the same in case this liability arose from the action of others, with the right of the injured insured to have recourse against the third party causing the injury for complementary compensation, but they differed in determining the right of the insurance institution to have recourse. The third party responsible for the injury shall receive the compensation and benefits provided for the care of the injured person from the effects of the injury. However, determining the right of recourse against the third party responsible for the injury is referred to claim compensation for damages arising from the injury from two sides: the injured insured, and is referred to in the supplementary compensation. For the other extreme, it is the insurance institution. This institution relies on it for the compensation it

provided to the injured person because of the injury. In addition, the French legislation expressly provided for the right of the insurance institution to substitute the injured person for a non-responsible claim, while the Egyptian Social Insurance Law did not definitively provide for this right for the insurance institution. As for the Jordanian Social Security Law, it acknowledges the right of the insurance institution to return without specifying the basis on which it is built. He has this recourse, especially since this law did not define the right to replace the injured in the scope of work injuries.

Keywords: Social security, work injuries, subrogation right, Jordanian law, Egyptian law, French law.

1. Introduction

The need of one to work evolved with the development of the form of societies from simple old ones that secure their strength through grazing and agriculture to advanced societies that secure their strength through industry and trade, as its progress imposed a change in the form of its economic structure, as there were many jobs and businesses and their sectors between the government and the private, and most of them represented the bureaucratic form. This form necessitated the existence of regulations regulatory work, and regulatory laws. Such laws acknowledge the rights and duties of employers and employees. They enriched the concept of cooperation and integration at work, and protected workers from exploitation by employers, and work risks. The same risks and they want to achieve safety and protection from them by distributing the effects of risks to the masses of workers and employers to mitigate the impact of these effects, so that the concept of protection and insurance develops with the development of professions and businesses, the complexity of society's structure and the increase in work risks, so that new patterns of cooperation emerge such as; Optional solidarity like sects

The knowledge and technological revolution led to an increase in the division and specialization of work. They led to making changes to the work tools and means, and the dominance of the doctrine of free individual labor. That led to the inability of the old protection and insurance systems in the face of new injuries and psychological, physical and economic risks for workers in light of a purely capitalist environment whose only goal is to maximize capital. , and the dominance of the private sector, which prompted the emergence of the idea of social insurance, to provide safety and protection for the class of workers. Due to the importance of securing and protecting workers from work injuries, the idea of social insurance developed. It became a right enjoyed by every individual. It is not limited to the class of workers only. Therefore, the national and international charters adopted the idea Social insurance is in the folds of its texts, as the idea of social insurance expanded in the national charters of countries in two aspects: 1) Expanding the scope of application of social insurance in terms of persons, 2) Expanding the scope of application of social insurance in terms of the risks it covers (Al-Burai, 1983; Edigbi, 2014), which led to the emergence of Social legislation regulating work rules and relations, to ensure the minimum level of protection for the working class, especially their protection from work injuries, so that the legislation and insurance provisions related to work injuries would then be unique and appear later as separate special laws. The risks that are described as social risks in the laws and regulations related to them**.**

Statement of the Problem and the Study's Questions

The increased risks faced by the Jordanian worker forced the Jordanian legislator to regulate the issue of work injuries and protect the worker in order to preserve the workforce and advance the economy. In view of the importance of the Social Security Corporation and the size of the burdens placed on it, and the magnitude of the financial obligations, the Jordanian legislator was keen to specify the financial sources to cover the insurance expenses, whether by obligating the employer or by the interest and fines resulting from the employers'

failure to pay coverage of this insurance, or by investing The amounts are to ensure the continuity of providing the insurance service to all, in accordance with the provisions of article No. 24 of the Jordanian Social Security Law in force. In view of the expansion of the scope of the Jordanian Social Security Law to include all workers in institutions in Jordan, which resulted in an increase in the number of insured persons and beneficiaries of the Social Security Law, the Jordanian legislator introduced a new financial source for social security insurance without referring to it in Article 24, which relates to sources of insurance financing. Work injuries through the provisions stipulated in article No. 41 of the Social Security Law in force, granting the right to the Social Security Corporation to refer back to the third party who caused the injury to claim all the costs it paid related to medical care and daily allowances stipulated in the law (i.e. in Article / 26 and / 29 of the same law). Thus, the Jordanian legislator did well through making this amendment. Insurance institutions did not have the right to refer to a third party to claim it. Those institutions provided the worker with major care. This work offered answers to the questions below:

1) To what extent does the insurance institution has the right to replace the injured under the Jordanian, French, and Egyptian laws?
2) What is the legal basis for the right of the insurance institution to replace the injured person in each of the following: Jordanian, French, and Egyptian law?
3) What is the scope of compensating the injured by the insurance institution under the Jordanian, French, and Egyptian laws?

1.2. The Study's Objectives

This work aimed to:

1) Identify the legal basis for the right of the insurance institution to replace the injured person in each of the following: Jordanian, French and Egyptian law.
2) Identifying the scope of the insurance institution's replacement for the injured in securing work injuries in each of; Jordanian, French and Egyptian law.

1.3. The Study's Methodology

This researcher adopted the comparative legal approach. This approach is a tool for improving legal doctrine and local law. The legal comparison allows the researcher to examine the differences and similarities between legal codes of different countries. Such a comparison increases the researchers' understanding for foreign cultures. It fosters improvements in the legal field. It helps in classifying legal systems.

The comparative legal approach involves examining the constituent elements of legal systems, and the way they differ and are combined together. It also ensures having access to a deeper knowledge about the legal systems in force. It contributes to combining them on a smaller or larger scale, especially when the comparative study of different legal systems shows how legal regulations work. different for the same problem in practice. In the current study, the legal texts of social security and work injuries were relied upon in each of the Jordanian, French and Egyptian laws, and the provisions and conditions related to them were indicated (Ali, 2020).

2. The Right of Subrogation of the Insurance Institution to Replace the Injured Person: Concept and Justifications

The right of subrogation or recourse in general means;The right of the payer who made the payment to the creditor to take his place in the debt that he paid to him, and to return to the debtor to the extent that he paid what he did not donate, and it is a right approved by most civil laws in the Arab countries.As for subrogation within the scope of work injury insurance, it means the right of the insurance institution that incurred the in-kind and monetary compensation resulting from the work injury to subrogate the injured person to claim the person responsible for the occurrence of the injury for the costs it paid as compensation for the damage resulting from the injury within the limits drawn by the law (Al-Masarwa, 2015).

Based on the scope of work injury insurance, the injured person enjoys the right to ask the one who caused the damage to make a compensation in pursuant to the general rules of tort

liability. He has the right to ask for supplementary compensation for the damages. He also has the right to ask for social compensation in pursuant to the Social Security Law. Thus, he has two rights. The first one is: the right towards the person responsible for the damage, based on the harmful act. The second one is the right towards the insurance institution. Based on the Social Security Law, there isn't anything that prevents one from claiming these two rights. That is because the source of each of them is different from the other, and given that combining two compensations for one harm may lead to enrichment without cause, and contradicts the general rules of justice, especially in the relationship between the insured and the insured, therefore It was necessary to search for an appropriate solution that guarantees each party his rights, as this solution is represented in determining the right of the injured person to claim compensation from the insurance institution for work injury, in addition to giving the right to the insurance institution to refer back to the one who caused the damage, as it is not possible to close Chapter on implementing the general rules of responsibility and being satisfied with the rules of social law.

The Jordanian Social Security Law doesn't define the right to take the place of an injured person within the scope of work injuries (M/41 of the Jordanian Social Security Law). The same approach was adopted by the French legislator. The French legislator explicitly stipulates the right of the insurance institution to substitute the injured person for the claim of the non-responsible. As for the Egyptian legislator, it did not provide the insurance institution with the right to replace the injured person to claim the expenses it incurred for the injury resulting from the behavior of others, which left the field before jurisprudence legal to clarify what is meant by the right of solutions, Which is generally defined as: the replacement of the insured who has fulfilled the insurance amount with the insured in recourse to the person responsible for the accident (Ibrahim, 1997). That justifications for approving the right of the insurance institution In taking the place of the injured in the face of the one who caused the injury to the insured to claim the value of the compensation provided by the insurance institution to the injured as a result of his injury caused by a third partyThe comparative laws

are as follows (Al-Masrawah, 2010): **Or not:** Determining the responsibility of the third party causing the damage resulting from the work injury would provide better protection for the insured who are subject to the scope of social security, as not determining this responsibility would limit it toThe insurance institution placed the person who caused the damage in the center of protection, so the necessities of protecting the insured and preventing the dangers resulting from the actions of third parties of such persons necessitated the obligation to hold the person responsible for his actions, so the responsibility should be personal.

Secondly: That in the law's affirmation of the continuity of the insurance institution's responsibility for social compensation for work injury, even if the cause of the injury was a third party, it gives the institution the right to return to him for what it provided to the injured person based on the harmful act that occurred from him.

Third: Finding a new financial source for the insurance institution that was not previously availableto ensure its continued proper operation

Fourthly: Determining the right of the injured person to combine social compensation and complementary civil compensation in conjunction with the right of the insurance institution to have recourse against the third party who caused the injury leads to the determination of full liability on the third party causing the injury.injury.

3. Legal Basis for the Right of the Insurance Institution to Replace the Injured Person in the Face of the Person Responsible For the Injury in the Jordanian, French and Egyptian legislation.

The legislators of the Jordanian, French and Egyptian insurance laws decided that the insurance institution's liability for compensation for work injury should remain if it resulted from the action of a third party, with the right of the insured injured person to claim the third party who caused the injury for complementary compensation. I provided compensation and allowances for caring for the injured person from the effects of the injury, but the determination of the right of recourse against the third party responsible for the injury is recourse to him to claim compensation for the damages arising from the injury from two

parties: the injured insured, and he is referred to in the complementary compensation, while the other party is the insurance institution , Which is due to him in the compensation that you provided to the injured person because of the injury.

It is worth noting that some legislators decided that the basis for the recourse of social insurance against third parties is the direct lawsuit, such as (Saudi, Lebanese, and Syrian legislation). and the injured insured, and these matters are initially represented in the fact that the right of the injured insured to have recourse against the responsible third party is limited to claiming supplementary compensation without leading to digesting the rights of the injured insured, and that the obligation of the insurance institution to compensate the insured injured by the action of others is a legal obligation stipulated in the law Social security, just as it is unreasonable and unacceptable for a third party responsible for the injury to benefit from the insurance protection of the injured insured, and at the same time it is unacceptable for the third party responsible to be harmed by this protection. Based on the legal texts in the Jordanian, French and Egyptian legislation, it becomes clear that the issue differs between the French legislation, which expressly stipulates the right of the insurance institution to replace the injured person to claim the non-responsible person, while the Egyptian Social Insurance Law did not definitively stipulate this right for the insurance institution. The Jordanian Social Security Law in force determines the right of the insurance institution to have recourse without stating the basis on which this recourse is based, which is evident as follows:

Under the French legislation, the basis for recourse witnessed many developments and fluctuations, as the legal texts distinguished between non-occupational accidents and occupational accidents, as the legislator permitted in the first type that social insurance funds replace the injured person to claim compensation from the person responsible for the accident without the second type, until the situation stabilized in the applicable social insurance law That the payer with compensation - i.e. the insurance institution - has the right to refer to the third party responsible for the injury in both types of accidents on the basis of legal solutions according to what was stated in Article (30) of Law No. 377 of 5/7/1985, and we find that

Article (29) of the same The law clarified the social performances to which it is entitled to refer, with an indication of the bodies that replace the injured person in recourse to the responsible third party, such as the Social Insurance Fund, and accordingly the problem of the basis for the return of social insurances was resolved in French law, and it was based on the legal substitution of the injured insured, as provisions have become Recourse is regulated in two articles (L-376-1), which relate to the provisions of recourse in the case of non-occupational accidents, while Article (L-454-1) is related to the provisions of recourse in the cases involving occupational accidents (Nail, 1998).

As for the Egyptian legislation, the researcher of the present study found that the applicable Egyptian Social Insurance and Pensions Law No. (48) of 2019 doesn't acknowledge the right of the insurance institution to refer to the third party responsible for the injury, while some of the previous social insurance legislation - canceled - explicitly stipulated the right of the institution. This situation led to the emergence of another issue other than the issue of the basis for recourse. This issue is represented in the extent of the eligibility of the insurance institution to refer to the third party responsible for the injury or not? That created a division in Egyptian jurisprudence in this regard, as the owners of the trend the first (Al-Arif, 1978; Al-Hilali, 1967; Al-Dasouki, 1972) resulted in the abolition of the text that determined the right of recourse against the third party responsible for the injury. Social and civil, relying on the text of Article (64) of the Egyptian Social Insurance and Pensions Law in force. The latter article states the following: "The competent authority is committed to all the rights established in accordance with the provisions of this section, even if the injury requires the liability of another person other than the employer without prejudice to the right of the insured towards the responsible person, as they see that the text is clear in terms of obligating the authority to implement its obligations, in addition to the stipulation that this does not prejudice the right of the injured towards the third party who caused the injury even if this leads to the injured person's entitlement to compensation exceeds the damage he suffered. Based on this point of view for jurisprudence, the text does not give the authority the right to subrogation what it

paid to the injured person, but rather guarantees the right of the injured insured's recourse alone to the culprit, and does not oblige the injured insured to return the insurance rights he obtained if He was awarded full compensation (Al-Ahwani, 1993), justifying their opinion in that, that if we are obligated to refer to the general rules in the event that the text is silent about recourse, then these rules conflict with the authority's right to recourse with the rights of the injured, since the authority compensates the injured based on the contributions prescribed in the law It does not have the right to refer to a third party and claim the compensation paid to the injured, since it did not lose anything (Al-Arif, 1978; Nile, 1993; Sharaf El-Din, 1976), and it cannot refer to the person responsible for the injury in accordance with the provisions of tort liability (Fakhry, 1976), where the ones adopting this opinion concluded that after the abolition of the legal text, there is no longer a legal basis for the commission replacing the injured person and claiming the compensation that it disbursed to the injured person (Al-Dasouki 1972).

(Nail, 1993) added that the basis for the Social Insurance Authority's recourse against the third party who caused the work injury is the subrogation suit. So, the Insurance Authority has the right to replace the injured person in claiming the person responsible for the injury, in accordance with article No. (326/a) of the Egyptian Civil Code. The latter article states the following: "If a person other than the debtor makes the payment, the payer shall replace the creditor who has fulfilled his right in the following cases: (a) If the payer is bound by the debt with the debtor or obligated to pay it on his behalf", without the need for a special provision on subrogation in the Social Insurance Law Article No. (326/a) of the Egyptian Civil Law No. (131) of 1948. Some people suggest that the application of This provision in securing compensation for work-related injuries is based on the idea of security embodied in the idea of guarantee, as the Authority pays social compensation as a guarantor for the third party who caused the injury, the source of which is Article (64) of the Social Insurance Law, as it entails that the right to recovery is based on the idea of legal solutions (Quddous, 1989). This is in application of the provisions of Article (799) of the Civil Code of the Egyptian Civil Code.

The latter article suggests the following: If the guarantor fulfills the debt, he has the right to replace the creditor in all his money in terms of rights towards the debtor. But if he did not pay anything but part of the debt, then he does not return what he paid until after the creditor has fulfilled all his rights from the debtor." However, the legislator refused to accept this opinion because the obligation of third parties differs from the obligation of the authority in terms of the source, and in terms of the place as well, in addition to the fact that Article (64) The obligations that fall upon the authority are determined as a debtor in an original capacity, and not consequentially, just as the guarantee does not arise by force of law, although the law can be the source of the debtor's obligation to provide a guarantor to the creditor, just as it can't be said that the obligation of the authority is joint. It is not assumed according to what is stated in Article (279) of the Egyptian Civil Code, and there is no text that evaluates solidarity between the insurance institution and the third party responsible (Nail, 1993; Nail, 1993b; Sharaf El-Din, 1976).

Another opinion is offered by (Sharaf El-Din, 1976). This researcher believes that the insurance institution is considered responsible for compensation with the person responsible for the occurrence of the accident based on the joint obligation (Al-Sanhouri, 1952), which is represented in the obligation in which the obligations are united, in terms of purpose, despite the multiplicity of their sources, so the debtor is committed with the rest of the debtors to fulfill it. That's what is achieved in compensation for work injury, where the injured creditor has two debtor. The first debtor is the insurance institution, and the source of its obligation is the text of the Social Security Law. The second debtor is the ones who did not cause the injury, and the source of his obligation is the harmful act, here there are many sources of commitment, but they are united in purpose and It is the compensation, so when the insurance institution fulfilled the compensation, it had the right to replace the second debtor in the amount of compensation that it fulfilled within the limits of its obligation (Quddous, 1989), just as the existence of the joint obligation does not necessitate the existence of a legal text. So, one can say that there is a joint liability derived from the work injuries that are caused by

third parties, since there are many obligations in it, according to the multiplicity of their sources, but their goal is the same, which is to compensate the injured insured from the effects of the injury, so the insurance institution and the responsible person are indebted to the injured insured, and the institution, by paying the debt on behalf of the responsible debtor, has fulfilled a debt owed by the other debtor, who is Administrator, the value difference does not affect.

The failure to stipulate in the Egyptian Social Insurance Law the right of the General Organization for Social Insurance to refer to the third party who caused the damage does not mean canceling this right, but rather that it must refer to the general rules in the civil law, and that is through a lawsuit to replace the injured insured in application of the text of Article (326). /a), where this text decides subrogation by the force of law for the payer who was bound by the debt with the debtor or obliged to pay it on his behalf. In addition, this text must be interpreted broadly in order to target cases other than the cases in which the debt is one. It must include the cases involving solidarity, indivisibility and guarantee. It must include the cases where there are multiple debts and their purpose is the same, whether these debts are recognized as a joint obligation, or they are not recognized in this description (Nail, 1993) (referring to the broad interpretation that the French judiciary settled on in its interpretation of the text of Article (L-1251-3) of the French Civil Code, which is the text corresponding to the text of Article (326 / A) of the Egyptian Civil Code, where the French judiciary began, since the second half of the nineteenth century, tending, based on the rules of justice and public interest, to grant the payer this right in solutions, although he paid his own debt that is distinct from the debt of the other debtor as long as both debts had the same purpose, he expanded the application of the aforementioned article as it became applicable to cases in which there are multiple debts, provided that they have the same purpose, and he believes that two conditions must be met to apply the text provided. In the Egyptian civil law, in the case of the dissolution of the Social Insurance Authority, they are represented in the following conditions: The first condition: The payment must be made by a person other than the final debtor. This means that

the person who makes the payment to the affected person is not the final obligor for this payment. The second condition: The payment must lead to the release of the final debtor from the debt. So, the fulfillment of the person who is not indebted to the payment results in the release of the final debtor from fulfillment. That applies whether the release is partial or full. The concept in these two conditions applies to the situation in the event that social insurance pays social compensation, as it pays this compensation based on the text of the law, and this debt is similar in terms of its place with the obligation of the person responsible for the accident in the purpose, which is to compensate the injured insured and the one responsible for the accident is the final debtor of the compensation , since he is freed from his obligation within the limits of what social insurance has paid in terms of performance aimed at compensating for the damage resulting from the accident, and therefore this description does not apply except with regard to compensatory payments. damage (Neil, 1993). Accordingly, social insurance replaces the injured person in the claim of the final debtor, who is responsible for the accident within the limits of the compensatory payments that were provided to the injured person based on the text of Article (362/a) of the Civil Code, while determining the right of the injured insured to have recourse against the person responsible for the accident in Supplementary compensation for compensation that social insurance did not compensate the injured.

While in the Jordanian legislation, the legal basis is clear in reference to the text of Article (41) of the Jordanian Social Security Law in force, it was decided: “If the work injury occurred due to the actions of others, the responsibility of the institution remains in place towards the injured insured, and the institution may refer to the third party to claim the full costs it paid The medical care stipulated in Article (26) of this law and the daily allowances stipulated in Article (29) thereof, in accordance with the regulations issued pursuant to the provisions of this law. With the compensations provided to the injured, despite the explicit text on the institution’s right of recourse against third parties, it should also be noted that the Jordanian legislator did not acknowledge the right of claiming for a compensation to be paid

by the third parties who caused the injury compulsory. In fact, he made the act of submitting a compensation by the insurance institution optional. That can be understood through the words used in the text in which it was decided for the institution according to which we also find that the text Article (16/f) of the Insurance and Medical Committees Regulations of the Social Security Corporation has made the right of recourse against third parties who caused the injury one of the powers of the Social Security Affairs Committee based on a recommendation from the Preliminary Rights Settlement Committee, or a recommendation from the Appellate Rights Settlement Committee. Whenever it is established in the investigation conducted by the Institution that a third party is the culprit, it has the option of recourse to him for the expenses it paid to the injured, represented in the costs of medical care and daily allowances.

It is worth noting that the injured insured or his heirs from the insurance institution enjoy several rights and privileges in return for the contributions paid by the employer to the insurance institution under Article (24/a) and Article (25) of the Jordanian Social Security Law No. 1 of 2014. The insurance institution shall be obliged to fulfill the obligations that are stipulated in the law for the ones to whom the provisions of the Social Security Law apply. That applies even if the employer has not insured them within a period not exceeding six months from the date of joining the work in accordance with the text of Article (92/a) of the Social Security Law No. 1 of 2014, it is not permissible for the insured to be harmed by the employer's breach of his commitment, note the text of Article (64/a) of Law No. 19 of 2001. It was obligating the institution to fulfill the rights prescribed for the insured or the beneficiaries, in accordance with the provisions of the law, despite the failure of the employer to insure them. The issuance of a final judicial decision in a case to which the Corporation is a party (the text of Article (92/b) of Law No. 1 of 2014) and the rights of the insured or those entitled to it shall be reviewed, if a final judicial decision is issued regarding this dispute in a case to which the Corporation was a party, The establishment is also committed to all the rights prescribed in the event of a work injury, even if the work injury requires the responsibility of a person other than the employer. So that the institution shall have recourse against the one who

caused the damage by claiming the full amount it paid for the costs of medical care, as stipulated in accordance with the provisions of Article (26) of this law and the daily allowances stipulated in Article (29) thereof. At the same time, Article (37) of the law clarifies that it is not permissible for the injured person or his heirs, or his beneficiaries, to refer to the establishment to claim any compensation other than those provided for in this law, with regard to work injuries, unless the injury resulted from a gross error on the part of the owner. Work taking into account what was stated in paragraph (h) of Article (27) of the law, so the individual liability system is no longer the only means of compensation for physical damage, but rather social security systems appeared next to it, so that the burden of compensation is distributed among all individuals, instead of being borne by it business owner alone. In this regard, it is clear that the stand of the Egyptian legislator is better than the stand of the Jordanian legislator in light of the provisions of the Social Security Law No. 1 of 2014; Where he obliges the competent body to fulfill its prescribed obligations in full with regard to the insured and the beneficiaries, even if the employer does not participate on their behalf in the competent body, and the rights are decided in accordance with the provisions stipulated in this law (Imran, 1990).

Based on the aforementioned texts, the Jordanian legislator did not take the idea of solutions in general. Instead, he made separate and few applications for it in special places, which means that the text contained in the Social Security Law is a special text that must be interpreted in the light of the legislative purpose and wisdom for which it came. The reasons for which this text was found are to take care of the interest of the insurance institution against the third party responsible for the injury, in the light of its obligation to bear the costs and expenses of compensation arising from the work injury caused by third parties, and to determine the amount of recourse within a specific range represented by compensatory performances with compensation, so the basis for the recourse of the institution Insurance in Jordanian law is represented by legal solutions, which the legislator meant by the word recourse, since he kept the institution responsible for compensation for work injury, and then gave it the right to

return some of the compensation it provided to the injured. That means that the institution returns to the injured in full these compensations that it provided to the injured insured in his place Being the original and final debtor of this obligation, and the legislator's full determination of the scope of these compensations indicates that the institution's recourse against the responsible third party is on the basis of replacing the injured person based on a special provision mentioned in the Jordanian Social Security Law in Article (41).

4. The **Scope of the Insurance Institution Replacing the Injured in Work Injury Insurance**

The insurance institution is obliged to compensate the insured who suffers from a work injury with specific compensations, determined in advance based on the percentage of damage arising from the injury. In addition to its right to replace the injured person in the face of the person who caused the injury to claim the costs spent on the compensation that it provided to the injured person as a result of the injury, the right of the insurance institution to replace the injured person is limited in scope, whether in terms of persons or in terms of the subject.This is evident in the comparative legislation as follows:

- **Referring to the employer or one of his subordinates who caused the injury:** In the French legislation, Article No. (L-452-5) of the Social Insurance Law on the right of the injured and the beneficiaries to claim the one who caused the accident for supplementary compensation in accordance with the general rules to the extent that he was not compensated for in the Social Security Law. The same article mentioned the right of the primary funds for disease insurance to claim the one who caused the accident with a lawsuit a refund of what you paid if the accident was caused by an intentional mistake on the part of the employer, or someone else, His subordinates, when it is proven that the employer or one of his subordinates committed an intentional mistake that caused the work injury; the social insurances have the right to replace the injured person to claim the employer within the limits of what they paid to the injured in terms of compensation, meaning that the social insurances do not cover the liability of the employer or one of his

subordinates for the intentional mistake they commit.(Nile, 1 1993) . Although the obligation of social security funds to pay the value of compensation and payments in accordance with the provisions of work injury insurance. The researcher found that the legislator decided that they have the right to: The recourse to the perpetrator of the intentional error to recover the value of these compensations, and the recourse of the funds to the employer is represented in two different destinations, where the fund proves the right to recover the value of the performances and compensations that it has committed to pay to the injured person, or his general successor, and this recovery is not subject to any restrictions that divert from transferring the full burden of social compensation On the other hand, the Fund may impose an additional contribution on the employer in accordance with Article(452/5)of the Social Security Law, and this, if indicative, indicates the extent of the legislator's interest in the preventive role of the social protection system(Ajeez, 2003). Some French experts in jurisprudence criticized the idea of additional participation. That is because in their opinion this idea represents an unfair civil punishment that leads to double punishment. The fact that the financial effects of civil liability rest in the employer’s financial responsibility While another aspect of jurisprudence believes that the intentional error is characterized by its voluntary capacity; Which requires a special kind of penalty.While the rulings of the French judiciary settled On the refusal to recognize the right of social security funds to claim the employer on the basis of liability for the act of others,This means that the social security funds cannot proceed with the claim of recourse to recover the payments and compensations that they paid to the injured person, or his general successor, except in the face of the perpetrator of the intentional error personally.(Ajeez, 2003).

As for the absence of a legal text that resolves this issue in Egyptian law, the researcher of the present study found that the experts in jurisprudence are categorized into two categories. Each category of them adopted a different opinion. One of those options suggests that it is permissible for the insurance institution to return to the employer, based on the idea of

enrichment at the expense of others. The employer is outside the scope of the insured risks, and obligating the insurance institution to pay compensation to the injured person only makes it easier for him to obtain these compensations originally decided on the employer, so the authority pays these expenses and compensations on behalf of the employer with its right to refer back to the employer who caused the injury, and to say that the institution has no right Recourse to the employer in the event that his mistake causes injury means that the institution lacks an account for the employer(Al-Jamal and Abdul-Rahman, 1973),View goesAnother (Nile, 1993)To support the right of the insurance institution to have recourse against the employer who caused the injury, that failure to adopt this idea leads to a regression of error in the field of injury prevention, since the institution is not entitled to this recourse. This means that the employer's obligations are limited to supplementary compensation only. It means that the owners of this trend add that as long as the injured person is given the right through referring to the employer when the injury resulted from his fault, the Insurance Authority has the right to replace the injured person in order to recover what it paid to the insured in terms of performance, given that the employer’s financing of social insurance contributions is not intended solely to cover his liability, but rather to assist the injured workers. The employer pays to the Authority work-injury insurance contributions in exchange for bearing occupational risks on his behalf the position of the employer, in the event that his fault is proven, is equal to that of any other person responsible for causing the damage (Al-Hilali, 1976; Nile, 1993). Those researchers believe that the legislator should keep the role of error completely within the scope of social insurance.With the aim of achieving the preventive role of this insurance and not limiting it to the compensatory role, since adopting the idea of error and the right of the insurance institution to refer to the employer who caused the injury leads to urging him to take the necessary preventive measures and measures to prevent the occurrence of work injuries, especially since the Egyptian Social Insurance Law did not include provisions related to prevention and securing the work environment(Ajeez, 2003).While the dissenting opinion holders believe that the insurance institution is not allowed

to ask the employer who caused the injury to pay a compensation. That's because the compensation paid by the insurance institution because of this injury is in return for the contributions paid by the employer, and their argument for that is that there is no legal basis for this revocation, and that the conditions for the enrichment suit are not met.(Al-Bayoumi, 1975). In addition, giving this right to the insurance institution will, in most cases, lead to recourse against the employer for any mistake he commits, which contradicts the basis on which social insurance for work injuries is based

Return to the person who caused the injury: In case of third party causes a work injury. The insurance institution remains obligated to compensate the injured person, and that is a protection for him. However, this obligation that rests with the insurance institution is offset by the right of the injured person and the right of the insurance institution to demand that the third party who caused the injury pay the full compensation expenses due for the damage arising from the injury.Where the injured person can claim complementary civil compensation, based on the general rules of tort liability, without affecting his right to obtain social compensation, and the insurance institution has the right to claim compensation from the third party who caused the injury for what it spent to cover the damages arising from the injury within the limits established by the provisions of the insurance legislation. This is regardless of the image of the error that resulted in the injury. However, the question that arises in this regard is what are the limits of compensation owed by third parties to both the injured and the insurance institution? The legislator of the French Social Security Code answered this question in the article (1/454). The latter article specified the right of insurance funds to recover the value of the performances that they were committed to in the face of the injured as a lump sum compensation. The article also answered this question(41) From the Jordanian Social Security Law, where it decided the right of the insurance institution to claim the full costs of medical care specified in the same law, in addition to its right to the limits of compensation for work injuries and the right of social insurance to subrogation, so the injured person has the right to claim the full daily allowance that was paid to the injured We find that

this right is limited in terms of the vessel with specific compensations.while not exposedThe Egyptian Social Insurance Law in force regarding the determination of the right of the insurance institution to have recourse against the third party causing the injury, so we find that the social insurance laws prior to the Law (63)for a year1964It has explicitly stated that the insurance institution replaces the injured person in the face of the responsible person with what it paid, as the basis for this recourse was subrogation, and it is in full what the insurance institution paid to the injured person due to the injury.(Al-Arif, 1978; Nile, 1993; Al-Borai, 1983).

- **Referral scope by topic:** The insurance institution is obliged to provide the compensation that's stipulated in the social legislation. That applies even if the person responsible for the injury is considered as a third party. However, this obligation is associated with the right of the insurance institution to refer back to the one who caused the injury to claim the compensation it provided to the injured insured, as the civil compensation decided for the injured must be within the limits of the supplementary compensation without leading to the enrichment of the injured at the expense of others in an illegal way. Accordingly, the institution's right of recourse is not existent in all cases.

1)- Conditions for using the right of recourse against the one who caused the injurye, 2)- Limits of the right of recourse against the person who caused the injury. where it should be available. In fact, some conditions must be met in order to the insurance institutions to act on behalf of the injured person and ask the ones causing the injury to pay a compensation in pursuant to the legislations of the work injuries. Those conditions are: (Al-Masarweh, 2015):

- **The first condition:** That the accident that occurred to the insured be classified as a work injury, as the right of the insurance institution is not decided to refer to the one who caused the injury, unless the accident was classified as a work injury, but if the accident was not classified as a work injury, then it is not entitled to claim

compensation. That's because it is not originally charged with covering the damages resulting from this injury, as the injured party has the right to refer to a third party to claim civil compensation on the basis of tort liability, even if this leads to the institution incurring some compensation because of this injury.

- **The second condition:** That the injury arises from the fault of the employer, one of his subordinates, or the behavior of third parties, so that their action caused the injury,When the injury sustained by the insured is qualified as a work injury, it must be ascertained who caused the injury. If the cause of the injury was the employer due to a mistake committed by him, it was decided, or if the cause of the injury was a third party within the scope of work injuries, then the insurance institution enjoys the right to refer back to him to claim compensation. That applies provided that the compensation lies within the limits set by the law with taking into account the civil compensation awarded by the judge to the injured.
- **Third condition:** The insurance institution shall pay the compensation stipulated in the social law: the occurrence of a work injury caused by others would make this right existent. The insurance institution has recourse against a third party to claim the compensation it spent on the injured person. That means that this right is determined on the compensation spent on the injured person.
- **The fourth condition**: The right of recourse is limited to the compensation paid by the insurance institution for the favor of the injured.

As for the limitations of the right of recourse against the one who caused the injury, comparative legislation worked to define it because the social compensation that the insurance institution is committed to does not cover only some elements of the material damage that befalls the insured in his body, and therefore the limits of the insurance institution's right to refer back to the one who caused the injury are restricted within the limits of those compensations, and we find that the compensation that the institution has the right to claim

Find its source in the text of the law. The researcher found that article (1/454) of the French Social Security Law does not give the right to social security funds to exercise their right of recourse against the third party who caused the injury except for a value equivalent to the compensation established for the material damages incurred by the injured person, meaning that the recourse vessel is restricted to the compensations that the fund actually paid to the injured person, and the right cannot be extended Refer to the compensations committed by third parties to redress other elements of the damage that were not covered by the social compensation.. As for the French judiciary, he holds that the receptacle for social insurance funds is represented in the social performances that cover the damages specified in the Social Insurance Law. So, the funds are not entitled to refer to the person responsible for the compensation that completely compensates the damage, as the Court of Cassation applied this criterion without any hesitation, so it excluded the elements of compensation Corresponding to the damages that befall the injured in his money from the solution pot,In addition to excluding any other expenses incurred by third parties that were not covered by social insurance,As jurisprudence supported him in that, no; Social insurance funds benefit from legal solutions except to the extent that their compensatory obligations reduce the debt of the person responsible for the accident(Neil, 1993).

Based on the aforementioned texts taken from French law, the researcher found that the fund has the right to claim compensation from the one who caused the injury in terms of the performances it provided in favor of the injured person, in addition to any compensation that leads to reparation for the damage, meaning that the fund has the right to demand full compensation, whether it is included in the social compensation, or not, as it is settled. The provisions of the French legislation identify the limits of recourse extend to compensation that compensates for the damage determined in accordance with general rules.The French cassation, that it is included in the container of recourse, all that corresponds to the damage, and not what corresponds to the compensation that the third party is obligated to pay for the loss of wages.R,And it was decided that the Fund may initiate a recourse lawsuit to claim the

sums due according to the general rules, to cover the expenses incurred by the injured worker to prepare his place of residence to suit the state of physical disability left by the injury, as what is due to the injured worker as compensation for the state of permanent disability that remained with him is included in the exit pot

In article (41) of the Jordanian Social Security Law, the Jordanian legislator identified the recourse fund, which included all expenses spent by the institution on the injured person on medical care and daily allowances, where the legislator decided that the insurance institution has the right to claim the third party responsible, In case of injury, the full expenses incurred in providing the necessary medical care for the injured person, as stipulated in Article (26) of the applicable Jordanian Social Law. This law identifies the costs that the institution shall pay to treat the injured person from the effects of the injury. Such a cost involves the costs of the clinical examinations, lab tests, radiological, and medical treatment. It involves the costs of the medical supplies and medications, hospital stay, surgeries, and transportation expenses. It involves the costs of the rehabilitation services such as physiotherapy sessions, etc., and prosthetics expenses if required by the nature of the injured person's injury. To enforce this text, the code of the insurance benefits of the General Organization for Social Security identify in details these expenses. It applies to the treatment offered in the medical centers located inside the Kingdom, Or it was presented in medical centers outside the Kingdom, if necessary, according to article (4/a) of the Social Security Corporation's Insurance Benefits System No. 15 of 2015, and article (4/B) of the Insurance Benefits Regulation of the Social Security Corporation No. (15) of 2015 states. The legislator has also explicitly stipulated that some expenses are not included in medical care according to a textArticle (4/c) of the Social Security Corporation's Insurance Benefits Regulation No. (15) of 2015 If the facility bears the expenses of medical care and the daily allowance for work injury, the insurance institution shall be obligated to refund these expenses in accordance withto textSubject(4/H-) of the insurance benefits system of the General Organization for Social Security No. 15 of the year2015thatStates :"If the facility bears the expenses of medical care and the daily

allowanceIn case of a work injury, the establishment shall pay these expenses to the establishment in accordance with the provisions of this regulation..

While making the legislator Jordanian Daily allowance expenses The second type of expenses that fall under the scope of recourse to third parties, as the insurance institution is allowed to recourse to third parties who caused the injury for the expenses it paid as daily allowances to the injured person in accordance with Article (29) of the Jordanian Social Security Law. The legislator in the latter law suggest that the compensation should be paid to the injured insured during his unemployment period. This compensation is called the daily allowance. This allowance is represented in the amount paid by the institution to the injured insured for the days that it adopts as a period of unemployment arising from a work injury, according to article No. (2) of the insurance benefits code of the General Organization for Social Security No15th of 2015 , and It follows from this that the insurance institution's right of recourse is limited to the expenses it spent on the injured person. With regard to providing the necessary medical care to recover the injured person from the effects of the injury, in addition to the expenses provided to the injured person during his absence from work due to the injury, which is called the daily allowance, which is equivalent to(75%)From the wages of the injured subject to social security, the total of these expenses that were spent on the injured, the insurance institution has the right to claim the third party responsible injury and claim it.

Conclusion and Recommendations

Social insurance legislation in comparative laws didn’t overlook the idea of error as a basis for liability and compensation within the scope of work injury insurance, so that the employer or the work institution can be held accountable if the insured’s injury occurred due to his personal error, which ranged from the usual taking, as the Egyptian legislator went, to the gross mistake. As the Jordanian legislator specified, the intentional error was also taken by French law. In addition, the legislation held the insured responsible for the mistake through depriving him of compensation, and the injured insured person has the right to refer to the

employer because of the mistake to claim supplementary compensation. In addition, the injured person and the insurance institution have the right to claim compensation from the third party who caused the injury, as specified in the law.

The legislators of the Jordanian, French and Egyptian insurance legislations decided that the liability of the insurance institution for compensation for work injury should remain if it resulted from the act of a third party, with the right of the insured injured person to claim the third party who caused the injury for complementary compensation. However, the determination of the right of recourse against the third party responsible for the injury is recourse to him to claim compensation for the damages arising from the injury from two parties: the injured insured, and he is referred to in the complementary compensation, while the other party is The insurance institution, which relies on it for the compensation it provided to the injured person due to the injury. The French legislation explicitly stipulates the right of the insurance institution to replace the injured person to claim the non-responsible person, while the Egyptian Social Insurance Law did not definitively stipulate this right for the insurance institution, while the legislator of the applicable of the Jordanian Social Security Law decides the right of the insurance institution to return without indicating the basis on which this recourse is built. Although it did not define the right to replace the injured in the scope of work injuries, but rather stipulated the right of the insurance institution to refer back to the one who caused the injury to claim the full costs it paid in caring for the injured in terms of results, and the effects of the work injury (Article / 41 of the Jordanian Social Security Law). Similarly, the French legislator explicitly stipulated the right of the insurance institution to replace the injured person to claim the non-responsible person, while the Egyptian legislator did not provide for the right of the insurance institution to replace the injured person to claim the expenses it incurred for the injury arising from the behavior of others, which left the field before legal jurisprudence to clarify what is meant by the right of subrogation. . The Jordanian legislator was influenced by the acts of the French legislator, in terms of the value of contributions. So that the value of the contributions imposed on the employer increases, the

greater the number of work accidents, and vice versa, as they are not affected, regardless of their number. The value of the contributions is increased in view of the establishment's commitment to applying occupational safety and health conditions and standards, taking into account the percentage of work injuries in the sector or activity, to which the establishment falls. Based on the results of this study, the researcher offered several recommendations that are presented below:

1. Social insurance legislation in comparative laws did not overlook the idea of error as a basis for liability and compensation within the scope of work injury insurance, so that the employer or the work institution can be held accountable if the insured's injury occurred due to his personal error, which ranged from the usual taking, as the Egyptian legislator went, to the gross mistake. As the Jordanian legislator specified, the intentional error was also taken by French law. In addition, the legislation held the insured responsible for the mistake by depriving him of compensation, and the injured insured person has the right to refer to the employer because of the mistake to claim supplementary compensation. In addition, the injured person and the insurance institution have the right to ask the third party who caused the injury to pay a compensation in pursuant to the provisions of the law.
2. The legislators of the Jordanian, French and Egyptian insurance legislations decided that the liability of the insurance institution for compensation for work injury should remain if it resulted from the act of a third party, with the right of the insured injured person to claim the third party who caused the injury for complementary compensation. However, the determination of the right of recourse against the third party responsible for the injury is recourse to him to claim compensation for the damages arising from the injury from two parties: the injured insured, and he is referred to in the complementary compensation, while the other party is The insurance institution, which relies on it for the compensation it provided to the injured person due to the injury. The French legislation explicitly

acknowledges the right of the insurance institution to replace the injured person to claim the non-responsible person, while the Egyptian Social Insurance Law did not definitively stipulate this right for the insurance institution, while the Jordanian Social Security Law in force decides the right of the insurance institution to return without indicating the basis on which this recourse is built. Although it did not acknowledge the right to replace the injured in the scope of work injuries, but rather stipulated the right of the insurance institution to refer back to the one who caused the injury to claim the full costs it paid in caring for the injured in terms of results, and the effects of the work injury (Article / 41 of the Jordanian Social Security Law), similarly the act of the French legislator, which explicitly stipulated the right of the insurance institution to replace the injured person to claim the non-responsible person, while the Egyptian legislator did not provide for the right of the insurance institution to replace the injured person to claim the expenses it incurred for the injury arising from the behavior of others, which left the field before legal jurisprudence to clarify what is meant by the right of subrogation. The Jordanian legislator was influenced by the behavior of the French legislator, in terms of the value of contributions. So that the value of the contributions imposed on the employer increases, the greater the number of work accidents, and vice versa, as they are not affected, regardless of their number. The value of the contributions is increased in view of the establishment's commitment to applying occupational safety and health conditions and standards, taking into account the percentage of work injuries in the sector or activity, to which the establishment falls. Based on the results of this study, we propose some basic recommendations:

The researcher suggests that the Jordanian legislator need to amend the text of Article (41) of the Social Security Law so that it explicitly states the right of the injured person to refer to the third party who caused the injury to claim complementary compensation, and to specify the right of the institution to replace the injured person to claim the expenses it incurred in treating the injured person due to the compulsory injury.

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