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**CHOICE OF LAW RULES FOR INSURANCE
CONTRACT IN EUROPEAN PRIVATE
INTERNATIONAL LAW**

SUMMARY

After several years of negotiations, the Rome Convention has been finally converted into Regulation No. 593/2008 of the European Parliament and Council of Europe of 17 June 2008 on the law applicable to contractual obligation (Rome I). As of 17 December 2009, courts of all Member States, except Denmark, are required to apply the provisions of this Regulation.

The conversion of Rome Convention into Rome I Regulation was followed by several (less or more important) changes of choice of law rules. These changes include, inter alia, new provisions on choice of law for insurance contracts, which represent the subject matter of this paper. Particularly, author focused himself on examination of the choice of law rules for insurance contracts, contained in Article 7 of Rome I Regulation, and on examination of the general choice of law rules of Articles 3, 4 and 6 which also apply to some insurance contracts. Article 7 provides a special choice of law regime for insurance contracts concerning large risks wherever situated and to insurance contracts covering other risks (so called other insurance contracts) situated within a Member State. In respect of other insurance contracts covering the risks situated outside a Member State and to reinsurance contracts, the general choice of law rules of Article 3 and 4 and special rules for consumer contracts of Article 6 of Rome I Regulation apply. This paper analyzes all these provisions and indicates some issues that may be problematic in its application.

Key words: Rome I Regulation; reinsurance contracts; insurance contracts concerning large risks; other insurance contracts; country in which the risk is situated.