

ispituje proizlazi iz neodređenosti u formulaciji zakonske norme o gubitku prava kao prinudne ili dispozitivne norme. To su pitanja ovlašćenja društva za osiguranje da u svojim uslovima osiguranja proširi slučajeve gubitka prava iz osiguranja i na druge događaje izvan onih koje zakon određuje i ovlašćenje da zakonom predviđene događaje koji dovode do gubitka prava društvo za osiguranje uključi u pokriće svojim uslovima osiguranja. Druga grupa spornih pitanja proizlazi iz nepotpunosti odredbe pomenutog člana, zbog koje sudovi u sporovima osiguranih lica i društava za osiguranje na prigovor osiguranog lica mogu otvoriti pitanje da li događaji koji su zakonom ili uslovima osiguranja utvrđeni da vode gubitku prava iz osiguranja moraju biti u uzročnoj vezi sa saobraćajnom nezgodom, ili vode gubitku prava iz osiguranja *ipso facto* svojim nastupanjem (na primer, zbog toga što osigurano lice nije koristilo motorno vozilo u skladu sa njegovom namenom, ili je vozač posle saobraćajne nezgode napustio mesto događaja, a da nije dao svoje lične podatke i podatke o osiguranju vozila). Deo izlaganja autor je posvetio i ispitivanju načina kako su zakonske odredbe o gubitku prava iz osiguranja autoodgovornosti konkretizovana i proširena na druge događaje u uslovima obaveznog osiguranja autoodgovornosti društava za osiguranje koja posluju na tržištu osiguranja Srbije.

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**LOSS OF RIGHT FROM INSURANCE OF
MTPL ACCORDING TO THE NEW LAW ON
COMPULSORY INSURANCE IN TRAFFIC
– ISSUES AT CONTROVERSY**

SUMMARY

In the first part of the work, author examines 'Exclusion clause', provided for in the Article 13 of the EU Directive 2009/103/EC that relates to insurance of civil liability relating to use of motor vehicles, and duty to insure against such liability where duty of Member States was established to introduce prohibition for insurance companies to object to injured party that they do not have duty from insurer in case of certain events occurrence relating to

use or drivign of an insured motor vehicle envisaged by national regulations and insurance contract, as well as exception from that prohibition. Method how such issues were regulated in the Law on Insurance Contract of Germany and Austria was examined later.

In the second part of the work, author examines method of how these aspects were regulated in the previous Serbian legislation and in the new Law on Compulsory Insurances in Traffic 2009. Authors outlines departures from Directive's solutions and mix of principle of exclusions from insurance and loss of rights in insurance, because exclusions are cited in the Article 29 of that law. Then, he examines seven, by law provided, events that lead to loss of right of an insured person against motor liability and issues regarding their application. One group of issues examined derive from ambiguity of the legal provision's phraseology on loss of right as a compulsory or disposition provision. These are issues concerning powers of insurance companies to extend cases for loss of rights from insurance in their insurance conditions also to another events, except those provided for by law and authority for insurance companies to include them in insurance conditions. Second group of issues derive from incompleteness of said article provision, on which ground courts may open question in case insured person make an objection if events provided for by law or insurance conditions that lead to loss of rights from insurance be proximate to a traffic accident or lead to loss of right from insurance ipso facto by its occurrence (e.g. because insured person did not use motor vehicle according to its purpose or the driver left place of a traffic accident without providing his personal data and data on insured vehicle). Part of work, author dedicates to examination of methods by which legal provisions on loss of right from insurance against motor liability were formulated and extended to other events in the conditions of insurance companies on the Serbian insurance market for compulsory insurance against motor liability.