

Isprva je nudilo samo pokriće pravnih troškova vlasnicima automobila i sportašima. Nakon Drugog svjetskog rata proširilo se po cijeloj Europi i svijetu. Razumljivo, najprije u zemlje tadašnje tzv. zapadne Europe, a potom i u sve današnje zemlje Europske unije. Konkurencija među osigurateljima pravne zaštite prisilila ih je da prošire ponude osigurateljskih pokrića izvan automobilske pravne zaštite na veći broj situacija u kojima može doći do potrebe za pružanjem pravne pomoći.

Međutim, u uvjetima gospodarske krize i smanjenog rasta, pa čak i pada na tržištu osiguranja, osiguratelji pravne zaštite nalaze se pred novim izazovima kako bi smanjili svoje troškove poslovanja, ali s druge strane i dalje pružali kvalitetno osigurateljsko pokriće. Smatramo da bi se buduće djelovanje osiguratelja pravne zaštite mogli odvijati u dva smjera. Prvi je tijesna suradnja između osiguratelja pravne zaštite i odvjetnika. O tome svjedoči i primjer iz Njemačke gdje se sklapaju partnerski ugovor s odvjetnicima pri čemu bi odvjetnici pružali usluge po sniženoj tarifi. Drugi smjer odnosi se na to da osiguratelji pravne zaštite pružaju pomoć svojim osiguranicima u rješavanju pravnih problema različ-

tim savjetima kako riješiti pravni problem prije formalnog pokretanja sudskih ili drugih postupaka. Ovdje bi spadalo i preventivno savjetovanje, ali i mogućnost da osiguratelji pravne zaštite sudjeluju na neki način u alternativnom rješavanju sporova.

No, kako se radi o tome da bi osiguratelji pravne zaštite obavljali i poslove pravnog savjetovanja, sve gore navedene prijedloge valjalo bi uskladiti s propisima o odvjetništvu koji, bar što se tiče Hrvatske, još uvijek priznaju odvjetnicima isključivo pravo pravnog zastupanja i savjetovanja klijenata. S druge strane, valjalo bi odvjetničkom tarifom predvidjeti mogućnost popusta na odvjetničke usluge kada se one pružaju putem osigurateljskog pokrića pravne zaštite. Ako bi osiguratelji pravne zaštite doista uspjeli u takvoj ideji, onda bi se s pravom mogli nazvati dobavljačima pravnih usluga. Osiguranik pravne zaštite bi jedino trebao platiti premiju osiguranja, a za svu ostalu komunikaciju s pravnim zastupnicima i zastupanje u pravnim postupcima (ako nastupi osigurani slučaj, spor) pobrinuo bi se njegov osiguratelj pravne zaštite.

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The historical development of legal expense insurance

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SUMMARY

This paper gives an account of the historical development of legal expense insurance as a branch of insurance aiming to cover all legal expenses that the policyholder may incur in a situation in which they are in need of legal aid. The history of legal expense insurance can be divided into four periods. The first period, which lasted until 1917, was the time which saw the emergence of some basic forms of associations who assumed the duty of paying legal costs incurred by their members (La Sou Medical 1897, Physicians' Defence Company 1899, Schutzverein deutscher Reeder 1901, Versicherungsverein der Haus- und Grundbesitzer A. G. 1910). The second period began in 1917 in Paris with the foundation of DAS, the first mutual company offering legal expense insurance. The company provided coverage for legal expenses for anyone who signed an insurance policy. However, it was initially particularly oriented towards providing the coverage

for car owners and sportsmen. By the beginning of World War II, DAS expanded to neighboring countries (Germany, Belgium and Switzerland) and a number of new legal expense insurers appeared on the market. The third period in the development of LEI began after the end of World War II, with the rise of automobile tourism. This period saw a massive increase in the number of legal expenses insurance policies throughout Europe. The emergence of legal expenses coverage which was not restricted to car owners added new impetus to the spread of legal expense insurance. Legal expense insurance is also regulated and coordinated at EU level by the Directive 87/344/EEC. Finally, the last stage in the development of LEI began at the dawn of the 21st century, and it is marked by close cooperation between legal expense insurers and attorneys (who sign partnership contracts). Furthermore, in order to reduce legal costs, or, in other words, their own costs, legal expense insurers take preventive measures and advise

their policyholders on how to avoid situations which may lead to disputes.

Key words: insurance, historical development, legal protection, legal expenses

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