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CONFERENCE REVIEW

THE INSURANCE LAW AT THE THIRTIETH MEETING OF LAWYERS OF KOPAONIK SCHOOL OF NATURAL LAW

The Association of the Kopaonik School of Natural Law organized the 30th Meeting of Lawyers at the mountain of Kopaonik, in December 2017. The general topic of this Meeting was: The Equitable Law and Reality. The organizer published 190 papers on this topic, arranging them in four volumes of the Legal Life Journal, No. 9-12/2017 that is, six sections and 23 chapters of this journal, all printed on about three thousand pages. The subject of this Review primarily comprises the accents on insurance from the basic paper, the insurance paper reports (primarily from within the insurance section) and/or papers from within other sections, closely related to the subject of an insurance business.

1. Prof. Slobodan Perović, PhD, the President of the Association of Kopaonik School of Natural Law, delivered a paper on the general topic of this Meeting of Lawyers. In a variety of different types of legal liability, the introductory paper addressed the issues of the merits of the civil non-contractual liability, relating it to insurance business. First of all, he pointed out that, in the evolution of the merits of civil non-contractual liability, the following trichotomy has been achieved: (1) first, the fault liability was developed; (2) a take-off of strict liability followed, regardless of guilt, when it comes to hazardous objects and activities; (3) finally, the socialization of liability appeared as a possible liability path under the conditions of modern technical and technological civilization. With a closer analysis of liability socialization, the introductory paper pointed out that only strong social funds, established at the level of a collective (government, insurance company) can be efficient and equitable, whereas in other cases (large catastrophes) these funds can only partially achieve the stated efficiency and equity. Through further analysis of liability socialization,

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the introductory paper pointed out that hazardous objects and activities produce greater damages, endangering large personal and material assets, up to the extent of a possible catastrophe. Such damages are caused by the single use of hazardous goods (for example, the sources of accumulated energy) or the continuous use of a number of hazardous objects (for example, automobile traffic). Hence the need (as specified in the introductory paper) to organize compulsory liability insurance and establish the funds which would compensate the injured in the foreseen adverse occurrences, in compliance with special requirements. The guilt, as a relevant circumstance, would remain valid only with recourse claims against a deliberate tort-feasor. Thus, the introductory paper presented the relationship between equitable law and actual reality through an example of a positive insurance law.

2. In the section on insurance, the organizer classified five papers. Papers from within this section were published in the Legal Life Journal, No. 11/2017. In addition to these five papers, this section presented two more, which the organizer classified into other sections and chapters. As regards their subject matter, these two papers were close to considering one of the most developed insurance lines - compulsory motor TPL insurance. The paper referred to in the item 6 was published in the Legal Life Journal, No. 9/2017 and the paper referred to in the item 7 of this chapter was published in the Legal Life Journal, No. 12/2017.

2.1. The organizer entrusted the central position of insurance section papers to Professor **Jovan Slavnić, PhD,** and his paper on the topic of *Legal Framework for Modern Regulation of Civil Obligations of Insurance Brokers in Serbia*. The author presented in detail, on 15 pages, a large number of provisions that should regulate the insurance brokerage agreement under the Draft Civil Code of the Republic of Serbia as of 29 May 2015 (hereinafter: the Draft). The paper took as a model the provisions of the German and Austrian laws on insurance contracts for the Draft provisions of future insurance brokerage agreement. Only the wording of the provisions of Article 1418 (7) of the Draft (article on the insurance agents) coincided with the author's understanding of the method of regulating an insurance brokerage agreement. The paper included a short critics of the provisions of the Draft which regulate the insurance agency contract. In conclusion, the position prevailed that the Draft lacked the legal framework for regulating the insurance brokerage agreement and that this was the essence of the paper. Further work on the Civil Code of the RS should regulate the insurance brokerage agreement in compliance with the provisions on this agreement from this paper.

2.2. The Editor of the insurance chapter at this Meeting of Lawyers of the Kopaonik School of Natural Law, **Prof. Nataša Petrović Tomić, PhD**, delivered a paper on the topic of *Ombudsman for Settlement of Insurance Client Disputes***.** The starting point of the paper was the statement that there is no developed out-of-court dispute settlement system (in short: ODS) in the Serbian insurance sector,

at least not in the form as it exists under the insurance law of EU member states. The next starting point of this paper was the view that the insured person is at the same time a consumer, which is why the paper qualified the disputes between the insured persons and the insurer, arising under the insurance contract as consumer disputes. Due to the lack of ODS in the insurance industry of Serbia, the presenter logically decided to display two European ODS system models (one for all financial services and the other for insurance and/or banking sector). The presenter started from general and moved to particular, placing an emphasis of presentation on the German private ombudsman. In the end, she made a general conclusion that both insurer and insured are satisfied with German private ombudsman. On the one hand, as regards the insurer, it was concluded that they favoured the Ombudsman for marketing reasons, that the operation of the Ombudsman reduced their operating expenses and, finally, it was underlined that the method of resolving complaints of the insured before the Ombudsman contributed to the insurers' corporate management and the improvement of his internal control. On the other hand, as regards the insured, the presenter concluded that the method of election of the Ombudsman indicated to the insured that the Ombudsman was an expert in insurance business and that he was an independent institution. Continuing the conclusion, the presenter emphasized that the insured, when filling claims, felt that he had entered the procedure before the Ombudsman in which his argument is honoured in a disputed relations with the insurer. With regard to this, the presenter stressed that out of the total number of complaints only 1/3 of the filed complaints were resolved in favour of the insured persons. Finally, in the case of a reasonable refusing of the Ombudsman, the unsatisfied insured, that is the claimant, could initiate the court proceedings, but the paper found that a relatively small number of dissatisfied insured persons initiated such a proceedings.

2.3. The topic titled *Legal Nature of Insurer Recourses in MTPL Insurance* was addressed in the paper of **Prof. Siniša Ognjanović, PhD**. The main thesis of the paper was that the legal nature of recourses should first be viewed from the point of creating a recourse obligation, i.e. from the point of origin of the obligation of the recourse debtor, and that the recourse obligation represented a special source of civil obligation. In the paper, the author claimed of having argued in favour of this basic thesis since 2003, when his monograph was published under the title *"Insurance against Liability for Damages caused by Motor Vehicles"*. Starting from the basic thesis, the presenter criticized the standpoint of domestic and foreign court practice that the insured and the insurer were jointly and severally liable towards the party injured in a traffic accident. The author supported the critic of this opinion by the assessment that the obligations of the insured and the insurer were different in their nature, source and subject, and that traffic accident was not a situation in which several persons caused the same damage. Since it was noted in the paper that paragraph 3 of the

Article 1462 of the Draft reads as follows: "The insurer and the insured responsible for the damage are liable as joint and several debtors", the presenter proposed to erase the point at the end of this paragraph and include the following wording: "only up to the amount of insurer's liability ". The proposed amendment to the said Article was explained in the following way: the amended paragraph 3 of Article 1462 of the Draft regulates special or limited or incomplete or unequitable solidarity which extends to the amount and/or scope of the insurer's liability but in no event beyond the amount and/or scope of the insurer's liability. Since the presenter also expressed his disagreement with some other theoretical understandings of the legal nature of the insurer's recourse claims, represented by domestic theorists of the insurance law in the 1980s as well as some Swiss and French writers, the author underlined, in his conclusion, that it was undisputable that the recourse right and obligation were governed by law and, in addition, by an agreement but that in theory there was no consensus on civil-legal arguments which can explain these recourse rights and obligations. Hence, the paper reasoned that the MTPL insurance recourse was the right and obligation under a special source of various civil obligations, that is, under other legal facts under which obligations do arise.

2.4. Slobodan Ilijić, LLM, Member of Presidency of Association of Lawyers of Serbia**,** prepared the paper titled: *On the Margins of Common Provisions on Insurance in Draft Civil Code of Republic of Serbia***.** The starting point of the paper were the facts that there is an ongoing public debate on the Draft and that time has elapsed for the general "consideration and consideration" of the issues to be formulated by the RS Government Working Group for drafting the Civil Code of the RS. The presenter stated that it was time to formulate the concrete provisions of the articles in favour of which the individual proposer argues. In this respect, the paper proposed the wording for the concept of the insurance contract under the Article 1390 of the Draft, the concept of risks under the Article 1391 of the Draft and, finally, the concept of insured occurrence under paragraph 1 of Article 1392 of the Draft. Each of these three topics of three articles of the Draft were assigned one chapter in the paper and, at the end of the consideration of each of these three chapters, i.e. three articles of the Draft, the presenter concluded by the words that expressed his view on how particular article or an item in the article of the Draft should be formulated in the law and legislation. Therefore, the paper did not have any specific conclusions, since the conclusions in fact were the final words shaped in terms of law and legislation as regards each of these three articles of the Draft.

2.5. *Personal Insurance under Civil Code of Serbia* was the topic of the paper presented **by Zoran Radović, PhD,** Member of the Editorial Council of the Insurance Trends Journal, Belgrade. In the first part of the paper, a number of theses were presented on life insurance; in the second part, only the theses on accident insurance were exposed, while in the third and the longest part of the paper the

remarks were presented, immediately followed by the concrete proposals for individual formulations of legal institutes of the Draft. In the first part, life insurance topics comprised obligations of the policyholder, the insurer and, finally, the risks exclusion under the law. The second part of the paper addressed personal accident insurance, placing the focus on defining the concept of an accident. In the third part, the paper presentation started with the impact of EU law on the provisions of the Civil Code of the RS. In the continuation of the third part of the paper, the formulation was proposed of the (unnumbered) provision of the Draft, which would read: "The consumer, in the capacity of policyholder and the insured, is obliged to exercise reasonable attention when answering the questions of the insurer." Furthermore, the paper states that one of the provisions of the Draft would read "The insured occurrence is an event that arises through the occurrence of an insured risk"; instead, the presenter proposed the following words: "The insured occurrence arises by the occurrence of an insured risk". In the same tone, the author proposed a formulation for a brokerage agreement which would read: "The insurance broker must act honestly, conscientiously and professionally in the highest interests of the policyholder. He is obliged to notify the policyholder of the nature of fees for his services in connection with the insurance contract and of his identity. The fee for the brokerage services is paid by the client." The author noted that the Draft provided that the insurer shall not be obliged to compensate for damages caused by war operations or insurrections, unless otherwise agreed. In the continuation of the above statement, the author proposed the following amendments: to add the word - "directly" in front of the word "war oppressions" and comma and the word "terrorism" after the word "war operations".

2.6. The organizer classified the paper of **Professor Nataša Tomić Petrović, PhD**, on the topic of *Violations and Protection of the Right to Life in Traffic in the Republic of Serbia* into the right to life chapter. The paper is very interesting for insurance employees, since most of the presentation concerns legal issues of a number of applicable laws relevant to road traffic, and in particular to the law that regulates the violation procedure in the field of road traffic. The professor presented the legal questions on the matter of road traffic, with a measure and reasonably. Otherwise, the characteristic of this paper was in a specific perspective of the concept of traffic accident. The paper was published in the *Legal Life Journal*, No. 9/2017, and it is recommended for the attention of the employed in automobile insurance (mandatory and casco).

2.7. The paper of **Iva Tomić,** a trainee researcher, titled *Development of Third Party Motor Liability under the European Union Law*, was classified by the organizer into the chapter of the papers dedicated to the European Union law, given that the paper focused on presentation of six EU directives on compulsory MTPL insurance. The perspective of this paper on the mentioned Directives was to explain the reasons

why the adoption of any later directive was brought about by defects of the previous directive. The wording of the Sixth Directive was reduced only to a legal institute known in practice as the European Road Accident Report. In conclusion, it was pointed out that particular issues were resolved differently within the legislations of different countries, but that they were continuously worked on for improvement.

3. The Law on Housing and Maintenance of Buildings (*Official Gazette of the Republic of Serbia*, No.104/2016) entered into force on 31 December 2016. The law introduced a new form of compulsory insurance into the insurance business - a compulsory professional liability insurance of managers of housing communities. The papers from the items 1 and 2 of this chapter are interesting for insurance employees, engaging in compulsory insurance against professional liability of managers of housing communities and of insurance employees engaged in various non-mandatory types of property insurance (buildings, apartments and common parts of residential and commercial buildings, i.e. for the insurance of one or more parts of the housing community as a whole). The papers from the items 1 and 2 of this chapter are published in the *Legal Life Journal* No. 11/2017. In the same issue of the magazine, a report from item 3 of this chapter, which may be interesting for the insurance employees dealing in standard insurance of facilities under construction, was also published.

3.1. The paper of co-authors **Prof. Drago Hiber, PhD** and **Prof. Milos Živković, PhD,** on the topic of *Some Open Issues of Mortgage Law of Serbia* referred, in the first place, to the legal issues of the mortgage on a building under construction, as well as on the mortgage on a part of the building under construction.

3.2. Predrag Ćatić, *legal expert from the Serbian Banking Association* delivered a paper titled *Writing Out Mortgage in General Interest on Basis of Restitution and Bank Claim.* Unlike the previous paper, which considered the problems of the facility under construction, i.e. part of the facility under construction (apartment, business premises, etc.) from the perspective of the new owner of the apartment and/or the investor, the other paper considered the same problem from the perspective of the lender, the bank. Both papers dealt with the current issue of facility construction in Serbia and the civil and legal aspect of liability under the housing law. In their analyses, the authors of both papers based their findings and conclusions on the completed or ongoing court cases. The legal consequences of the presented problems have major impact on the insurance business activities spoken of in the introductory sentences of this chapter.

3.3. The co-authors of the paper on *Management of Strategic Changes in Civil Engineering after "Turnkey" Model* **(**Theory and Reality**)** are **Prof. Mihajlo Rabrenović, PhD** and **Jelica Stamenković, d.al candidate.** The paper presents an attempt to shed light on the macro and micro aspects of the construction companies organizational structure in the Republic of Serbia.

4. The Law on Medicines and Medical Devices (*Official Gazette of the Republic of Serbia, No*. 30/2010, 107/2012, 106/2017-sec. law and 113/2017-sec. law) entered into force on 15 May 2010. Both this law and the previous law of the same title stipulated that the drug manufacturer or his representative in Serbia (hereinafter: the sponsor) must maintain a mandatory liability insurance against damage sustained by a person undergoing clinical trials (Article 72). The insured subject matter under this line of insurance is the liability for clinical trial of medicines. The paper referred to under the item 1 above presented two cases: one is the liability and the other the subject undergoing clinical trials of medicines. The paper referred to under the item 2 of this chapter adds to the first report, but from a completely different perspective. Both of these papers were published by the organizer in the *Legal Life Journal* No. 9/2017.

4.1. The paper on the topic of *Pregnant and Breast Feeding Women as Subject of Clinical Trials of Medicines* (EU Regulation No. 356/2014) was delivered by **Prof. Dragica Živojinović, PhD**. The paper considered whether and to what extent the clinical trial of medicines should be carried out on pregnant and breast feeding women. After presenting the general conditions were presented for carrying out clinical trials of medicines on pregnant and breast-feeding women, special protection measures, as well as the regime of therapeutic testing of medicines under the Serbian law, the presenter pointed out in her conclusion to the provisions of EU Regulation No. 365 / 2014 providing for a special protection of pregnant and breast-feeding women as subjects in clinical trials of medicines. The presenter had previously published work on the liability for clinical trials of medicines and, on that occasion, she included insurance cover into the carried out analysis.

4.2. The author of the paper titled *The Aspects of Medical Law in Health Care of Breast Feeding Mothers* was **Hajrija Mujović**, **PhD,** a scientific adviser to the Centre for Legal Research of the Institute of Social Sciences in Belgrade. The subject matter of this paper was first of all the medical and legal aspect as regards breastfeeding mothers from the perspective of comparative law and the positive law of the Republic of Serbia. Compared to the previous paper from this chapter, which takes into account a private-legal viewpoint of sponsors liabilities in clinical trials on pregnant women and breast-feeding mothers, this paper takes into account the public-legal status of feeding mothers. An employee in compulsory insurance of sponsors against liability for damages caused to persons undergoing clinical trials of medicines needs to have the knowledge of that area both from the private-legal and public-legal aspect.

5. Public Notaries Act (*Official Gazette of the Republic of Serbia*, No. 31/2011, 85/2012, 19/2013, 55/2914-sec. law, 93/2014-sec. law, 121/2014, 6/2015 and 106 / 2015) introduced a compulsory liability insurance against damages caused to third parties (Article 59). The public notary's institution was established in Serbia in 2011. Since then, the competence of the public notary has been changed several times, primarily by amending the law on public notaries, but also due to the effects of

other laws. However, since the entry into force of the Public Notaries Act, the legal obligation of the public notary to maintain compulsory professional liability cover against damages caused to third parties has not changed. These remarks were made because, in this chapter, the papers dealt with various competences of a notary, while all of them had one common subject - public notary liability. In any case, insurance employees engaged in public notary activities are required the additional knowledge, given the different competences of the public notary. All four papers were published in the *Legal Life Journal* No.12 / 2017 .

5.1. **Prof. Nataša Stojanović, PhD** and **Ivana Evtimov, d.al candidate**, prepared a paper on the topic of *Role of Public Notaries in Family Legal Matters in Republic of Serbia* (with special emphasis on the public notary practice**).** The co-presenters first showed the link between the provisions of the Public Notaries Act and the provisions of the Family Law and their interaction with the competences of the notary. In addition to the analysis of these legal relations and effects, the co-authors presented the results of the empirical research conducted in public notary offices in the towns of Vranje, Pirot, Prokuplje, and Aleksinac and in the part of Niš, in the period from September 1, 2014 to March 1, 2017. The purpose of this study was to determine whether the public notaries practically exercised, in the family-legal cases, their legal authority, as well as to identify problems of exercising these legal authorities. The presenters communicated the results of the research in the following five chapters of the paper: (1) recognition of a common-law paternity; (2) consent to the procedure of biomedical support to impregnation; (3) consensual divorce; (4) personal property relations between spouses, common-law partners and relatives; (5) property relations between spouses, common-law partners and relatives. The co-presenters concluded that public notaries in practice (in the mentioned towns) rarely exercised their legal authorities in family matters.

5.2. Prof. Nebojša Šarkić, PhD and **Prof. Milan Počuča, PhD** spoke at the Meeting of Lawyers of Kopaonik School of Natural Law on the topic of *Execution of Public Notary Acts according to Provisions of New Law on Enforcement and Security***.** The paper examined the public notary deeds that represent executive documents under the Law on Enforcement and Security and the Public Notaries Act. It was pointed out that the Public Notaries Act did not sufficiently explore the possibility of public notary settlements in order to speed up the fulfilment of obligations between the creditor and the debtor. The public notary settlement is the institute known under the comparative law.

5.3. The subject of consideration of the paper by **Milena Trgovčević Prokić, PhD**, was the *Public Notary Record and Solemnization*. Already in the first chapter, the public notary record was defined as a document on legal affairs and statements, composed by a public notary. In the second chapter, it was pointed out that there were several stages in the public notary procedure and that a public notary record

was drawn up during that procedure. The third chapter was dedicated to the identification procedure while the focus of the fourth chapter was on the conduct of a public notary in identifying the party with sensory deficiencies. As for identifying the parties by duty, in the fifth chapter, the paper explained that the parties were, by duty, appointed by the court or a natural person (the executor of the testament, etc.). The presentation in the sixth chapter dealt with identification of the agents, interpreters, translators and experts. After considering the various aspects of notary's identification, the seventh chapter presented situations where the public notary was obliged to note what was relevant in the method of determining a concrete identity. The eighth chapter explained the situation where a public notary was not able to determine an identity. The ninth chapter was devoted to the preparatory stage of the proceedings before the public notary and consisted in explaining the actions that constitute an examination of the existence of procedural preconditions for taking an official steps by a notary. The next, tenth, chapter specified the legal actions about which a public record is drawn up. The eleventh chapter explained the legal effects of the remedy instruction, and the next, twelfth chapter spoke of the consequences of the lack of warning and instructions. The thirteenth chapter dealt with taking statements, while the fourteenth chapter specified the rules regarding the date, time, place and hour entered into the document compiled by the notary. The fifteenth chapter marked a brief overview of the special phase of the approval of the public notary record, and was titled - a recognition. In the sixteenth chapter, the presenter dealt more closely with actions regarding the signing of a public notary record, while the seventeenth chapter, titled the right to a remedy, treated the right of the dissatisfied party to make the complaint to the first instance court. Already in the 18th chapter, the paper entered into the final phase of solemnization or the procedure for confirming the content of the private document. This chapter listed the most important contracts for which the law stipulated that they must be certified by the notary public. The nineteenth chapter covered the presentation of the solemnization clause, and the last, twentieth chapter explained the reasons for the refusal of solemnization. The last, twenty-first chapter dealt with the right to a remedy against a public notary's decision on refusal of solemnization.

5.4. Title of the paper of **prof. Arsen Janevski, PhD**, was the *Public Notary Payment Order*. The starting point of the presentation hereunder was the fact that in 1996, the first law regulating the notary business in the FYR Macedonia was passed and that in 2016, the third Public Notaries Act was passed. The subject of this paper was the decisions of the third Law in the matter of notary's office. In particular, the theme was the new legal institute called the public notary payment order. In conclusion, it was pointed out that the new legal institute caused many dilemmas and discussions, and in 2017 the competent ministry in FYRM formed a Working Group for the preparation of the Draft Amendment to the 2016 Public Notaries Act.

6. The Law on Enforcement and Security (*Official Gazette of the Republic of Serbia,* No. 106/2015, 106/2016-authentic construing, 113/2017-authentic construing) stipulated the obligation of the public enforcement officer that he must write an insurance contract against damages which he could inflict upon a third party by his activity and an obligation to write an insurance contract for covering the premises and objects received as deposit against damage, destruction or disappearance (Article 478, paragraph 1, item 1). Under the aforementioned and other provisions of the Law on Enforcement and Security, the insurers shall be obliged to adopt adequate general and special terms and conditions for the implementation of the said Law, since various insurance activities are envisaged under the compulsory insurance coverage. Regarding this Law, the organizer published three papers in the *Legal Life Journal* No. 12/2017

6.1. The paper by **Radmila Krstić, d.al candidate,** considered the *Liability of Public Enforcement Officer for Damage Occurred in Enforcement or Security Procedures.* Already in the introduction, it was pointed out that the public enforcement officer can cause various forms of damages in the enforcement procedure. In this list of errors or omissions of the public enforcement officer, the following forms are listed: allow for the loss of the listed objects, sell objects below the price prescribed by law, fail to respect the order of priority of creditors and, as a consequence, have a nonpaid-out creditor, fail to take timely safety measures, sell objects belonging to a third party (not the debtor), sell objects that cannot be subject matter of enforcement, perform the unreasonable enforcement procedure etc. The paper examined the legal nature of the civil-law responsibility of the public enforcement officer, in particular his unlawful conduct. Since it was pointed out that the government is not responsible for the actions of a public enforcement officer, that is, the latter is not a public servant, full attention in the paper was given to compulsory insurance against the liability of the public enforcement officer for damages inflicted upon third parties. The public enforcement officer was deemed one of the judicial professions, so the paper made parallels between this compulsory insurance of public notary and the form of compulsory liability insurance in other judicial professions, attorneys and notaries. In the conclusion of the paper, it was discussed of the liability of public enforcement officers, i.e. that the guilt of the public enforcement officer depends on whether he performed the job of a public enforcement officer with the diligence of a prudent expert.

6.2. Prof. Vladimir Boranijašević, PhD, prepared a paper titled *Procedure for Determining Disciplinary Responsibility of Public Enforcement Officers*. The focus of this paper was on a detailed analysis of the provisions on disciplinary liability, disciplinary authorities, disciplinary measures and disciplinary proceedings, to which the public enforcement officer may be subject. In this respect, the paper emphasized that less strict disciplinary violations were provided for in the Statute of the Chamber

of Public Enforcement Officers, as opposed to the stricter ones under the Law on Enforcement and Security. It was especially emphasized that the rules of disciplinary procedure were prescribed under the Rulebook on Disciplinary Procedure against Public Enforcement Officers, having in mind that the paper qualified these legal rules of the disciplinary procedure as a special administrative procedure. The paper presented in detail the procedure for appointing the Disciplinary Commission and the course of the disciplinary proceedings before that Commission, as well as the measures imposed in the disciplinary procedure against the public enforcement officer.

6.3. Prof. Nevena Petrušić, PhD and Assistant Professor Jelena Arsić dedicated their paper to the topic of *Mediation of Public Enforcement Officers (*Scopes and Limitations*)*. The co-authors started from the 2014 Law on Mediation in Dispute Resolution and brought it in conjunction with the 2015 Law on Enforcement and Security (applied as from 1 July 2016), formulating the question of whether the public enforcement officer can deal with professional mediation in the resolution of disputes, as well as the question of whether the public enforcement officer can deal with mediation in cases of enforcement under the Law on Enforcement and Security. In their conclusion, the co-authors gave positive answers to both questions, analysing the two laws and their mutual influence.

7. The Thirtieth Meeting of Lawyers of Kopaonik School of Natural Law was marked by 190 papers from all fields and branches of law, but also their international character of addressing topics. In this light, the 18 papers covered in this review represent slightly less than 10% of the total papers presented at this Meeting. Since the presented papers dealt directly with topics of the insurance law and the topic closely related to some of the insurance activities, it can be concluded that the insurance law is well positioned on the scale of popularity and importance, as compared to other legal areas and branches. The reader of this review is not likely to feel dissatisfied by such effect of the legal profession in the area of insurance business.

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