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## **BASIC CHARACTERISTICS OF INSURANCE OF DESIGNER CLOTHES AND ACCESSORIES**

REVIEW ARTICLE

### **Abstract**

Starting from the original purpose of clothes, to protect their user against weather conditions and help them meet the norms of social conduct, some clothes, over time, became a symbol of political and social status. Unique pieces of clothes and accessories serve to satisfy a particular need of a person and thus often become items of special affection of their owners. Nowadays, one needs not be especially wealthy to buy himself a few items of the so-called high fashion clothes during the year. However, designer clothes and accessories certainly are an investment that should be protected against loss or damage by an insurance coverage. In this paper, the author shall analyse the insured subject-matter, insurance coverage, exclusions and special services provided by insurers, which add value to the coverage of designer clothes and accessories. In doing so, the author shall start from solutions stipulated under the terms and conditions of insurers on the British insurance market and, where feasible, the terms and conditions of the insurance of household contents provided by some local insurers.

**Key words:** *insurance of designer clothes, insurance of accessories, risks, damage, indemnity.*

### **I. Introduction**

The quantity and type of clothes a person is wearing depend on his body shape, social and geographical conditions of his residence and his gender. Clothes

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are characteristic for only human civilization and no other living being. If we try to determine the time when the first form of clothes was made, we will realize that the available sources can only give us partial information based on the studies conducted in the field of archaeology, that showed us that the clothes were first used between the 42 and 72 millennium BC.<sup>2</sup> We assume that the first forms of clothes were made of fur, leather, leaves and grass wrapped, bent or tied around the human body, but this cannot be claimed with certainty because clothes materials, unlike stone, bone, shell and metal, wears and tears rapidly over time.

Based on archaeological excavations, it was determined that the first sewing needles made of bones and ivory appeared around 30 millennia BC. They were found in the village of Kostenki in the Voronješka district of Russia.<sup>3</sup> Coloured linen fibres that might have been used in the prehistoric clothes were found in a cave in the Caucasus, Georgia, and, based on a method of analysis of radioactive carbon, assessed as 32 millennia old – as were those found at the location of the Dolni Vestonice in the Czech Republic.<sup>4</sup>

From the initial function of clothes – to protect its user against the weather conditions and help him satisfy the norms of social behaviour, some clothes have, in time, become the symbol of political and social status. By their design, clothes may indicate modesty, confession, belonging to a social group, gender etc. The colonialism of a few West-European states has significantly contributed to spreading of the western style of clothing. This, over time and as the style of clothing was changing in those states - the colonial power state - started to affect the clothing in their colonies. Paris has finally, for the Europe and West America, set the basic fashion standards and trends. Fashion played a central role in the post First World War economy and represented a form of cultural expression, whereas the trend inspired by the French designers had an enormous impact on the decisions of women what to wear. Other factors, such as advertising, way of manufacturing and demand, also triggered the changes in fashion industry.<sup>5</sup> The sixties of the 20th Century have, through the rockers and hippies, brought about the revolution against the generally accepted fashion standards and speeded up the internationalization of the fashion scene.

Today, the world of clothes constantly changes and the new cultural trends rely upon technological innovations. New combinations of material adjust to the

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<sup>2</sup> Kittler Ralf, Kayser Manfred, Stoneking Mark, "Molecular Evolution of *Pediculus humanus* and the Origin of Clothing", *Current Biology*, Vol. 13, August 19, 2003, 1414.

<sup>3</sup> Hoffecker, John, Scott, Jim, "Excavations In Eastern Europe Reveal Ancient Human Lifestyles", March 21, 2002, <https://web.archive.org/web/20110719175257/http://www.colorado.edu/news/r/b278a670675fd8d-2ca0700cdc0e9d808.html>, accessed on: 8. 1. 2021.

<sup>4</sup> Kvavadze et al, "30,000 Years old wild flax fibres – Testimony for fabricating prehistoric linen", *Science* 325(5946), 11 September, 2009, 1359.

<sup>5</sup> Roberts, Mary Louise, "Samson and Delilah Revisited: The Politics of Women's Fashion in 1920s France", *American Historical Review* 98(3), June 1993, 665.

body figure, provide for a better isolation against the cold and humidity etc. The clothes are, however, exposed to a number of other risks from which they lose their characteristics or get deteriorated. This is even more where the clothes are not regularly maintained (for example – at the dry cleaner's) – they lose functionality and appearance. Unique pieces of clothes and accessories, the special shaping of which needed an investment of time of manual work, made of special material, with a special design or size, aim at satisfying particular needs of a person, and not seldom such person becomes specially attached to such pieces of clothes. Moreover, some pieces of clothes and accessories, especially of greater value (having been made by renowned designers or other producers) may be at a risk of theft. What is the way to protect the owner of a collection of clothes or accessories against permanent loss or damage inflicted to his belongings? One of the safest ways of protection would be to conclude an adequate insurance policy, tailored to the nature of the insured subject-matter and the risks inherent to the items insured.

But how does the demand for insurance arise? We would call it a three-stage process. In the first stage, the individuals need to increase and maintain much higher rates of personal income, that would grant them higher material power and ability to enlarge their personal property. The second stage deals with developing the awareness of the need to preserve the acquired material goods and considering the possible ways for safeguarding against the loss of (hard) earned property. In the third stage, insurance services are selected and the contract is concluded. That is why it can be claimed that the insurance development is primarily preconditioned by the economic growth and increase of personal wealth. After this, as a rule, demand shall appear for the financial protection of personal effects and other property. On the other hand, the demand for and spreading of high fashion clothes were significantly affected by the social changes in everyday and professional life, as well as the adoption of new level of freedom after significant events. This was specially characteristic of France after the First World War.<sup>6</sup> Nowadays, nobody needs to be particularly rich to acquire a few items of the so called high fashion, over a certain period of time<sup>7</sup> (fr. *haute couture* – quality sewing or quality dressing). According to the rules of the French Syndicate of High Fashion (member of the French Association of Fashion and High Fashion – *Fédération de la Haute Couture et de la Mode*), in order to be granted a status of a high fashion company, a fashion designer must produce

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<sup>6</sup> Ibid, 662.

<sup>7</sup> High fashion relates to the clothing that is exclusively made by hand, from the beginning to the end, and from the high quality, expensive and often extraordinary material. Sewing is made by hand techniques, paying special attention to details, and is done by the most experienced and crafty tailors (Kelly, L., "What Does Couture Mean – Definition and French Translation", *The Dapifer*, February 4, 2017, <https://www.thedapifer.com/blog/2017/02/04/what-is-couture-mean-fashion/>, accessed on: 8. 1. 2021.)

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at least 50 new and original designs for day and night in one and same collection, display at least two collections per year and employ at least twenty persons in the atelier or a workshop.<sup>8</sup>

The designer clothes and accessories are, beyond any doubt, an investment for which the owner may become surprised to learn that they are not mandatorily covered under a household insurance policy.<sup>9</sup> There is a similar dilemma on the local insurance market, where these items are not explicitly listed as subject-matter insured within the insurance terms and conditions, although not specifically excluded from coverage, either.<sup>10</sup>

In the text below, we shall analyse the insured subject-matter, the insurance coverage and exclusions and/or special services provided by insurance companies, that represent an added value in the insurance of designer clothes and accessories. The starting point for consideration shall include the insight into the solutions under the insurance terms and conditions of the British insurers and, where feasible, the household insurance terms and conditions of some local insurance companies. This is due to the fact that the local insurance market does not recognize this kind of specific insurance.

## **II. General Notes**

The insurance of designer clothes and accessories is classified as the non-life insurance, namely property insurance.<sup>11</sup> The main characteristics of this insurance are the same as of other lines of property insurance, so the same principles apply. The risk insured against may occur only to property (loss of or damage to items), whereas the insured subject-matter has material value that may be assessed in a pecuniary amount. Second, the purpose of property insurance is to indemnify for the damage caused by the risk insured against, so no party can collect a sum exceeding the damage sustained (indemnity principle). Out of this principle, pro-rata indemnity reduction is to be applied in the event of underinsurance, unless the sum insured has been defined according to the contractual value of object insured,<sup>12</sup> whereas

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<sup>8</sup> Weston Thomas, Pauline, "Chambre Syndicale Fashion History", *Fashion-era.com*, 2018, [http://www.fashion-era.com/chambre\\_syndicale.htm](http://www.fashion-era.com/chambre_syndicale.htm), accessed on: 5. 1. 2021.

<sup>9</sup> Hargraves, Jason, "Fashionably Insured? What to Do When Your Couture Needs Coverage", *InsuranceQuotes.com*, February 21, 2018, <https://www.insurancequotes.com/home/insuring-your-designer-clothes-policy-couture-22217>, accessed on: 12. 1. 2021.

<sup>10</sup> DDOR Novi Sad, *Terms and Conditions for Comprehensive Insurance of flats, houses and household contents*, DDOR-RS-KOS-35-0113, 28.01.2013, Article. 1; Triglav Insurance, *General Terms and Conditions for Insurance of Household Contents*, US-sta/11-07, 2007, Article 17.

<sup>11</sup> Insurance Law, *Official Gazette of the Republic of Serbia*, Nos. 139/2014, Article 9, paragraph 1, items 8 and 9.

<sup>12</sup> Law on Contracts and Torts (ZOO), *Official Gazette of the SFRJ*, Nos. 29/78, 39/85, 45/89 – Decision of the Constitutional Court of Yugoslavia and 57/89, *Official Gazette of the SFRJ*, No. 31/93 and *Official Gazette of the Serbia and Montenegro*, 1/2003 – Constitutional Charter, Article 936.

in the event of over-insurance, the Insured is not entitled to collect indemnity from the Insurers to the amount that exceeds the actual damage sustained and the actual value of the item insured.<sup>13</sup> Third, only those parties may be entitled to indemnity as had had, at the moment of loss occurrence, the material interest in averting the loss.<sup>14</sup> Although not explicitly listed in this paper, we would highlight that the insurance of designer clothes and accessories is regulated by other legal rules and insurance terms and conditions that apply to the property insurance.

In a narrower sense, in the British insurance market, the insurance of designer clothes and accessories is classified as the household contents insurance, but for its specific traits and high value, it is sold separately from the household contents insurance.

### III. Insured Subject-Matter

Tailoring the terms and conditions to the subject matter insured led to the exclusivity of this insurance coverage, as seen in the title of these special insurance terms and conditions. As opposed to the insurance terms and conditions predominant on the local insurance market, stipulating the subject-matter insured as the household contents stored in permanently occupied flats or family houses and owned/used by the Insured and the members of his household, as well as the contents they use according to the tenants' or other rights and that serve, in addition to decorating a flat or family house, for personal use and consumption, the designer clothes and accessories as the insured subject-matter are more closely defined. Although nothing is specifically highlighted in the insurance terms and conditions, these are movable items with a defined usable value and purpose for the Insured.<sup>15</sup> Excluding the regular wear and tear of the pieces of clothes and accessories, they represent movable inexhaustible items that have been individually assessed. Such are the items used for dressing, footwear, ornaments on clothes or body, which is why the insured-subject matter may include both the high fashion pieces and „regular“ clothing items: dresses, costumes, wedding dresses (and other wedding equipment, provided it comprises clothes or accessories), items of clothes made of fur (fur coats,

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<sup>13</sup> Law on Contracts and Torts, Article 932.

<sup>14</sup> Law on Contracts and Torts, Article 924, paragraph 2.

<sup>15</sup> Exception are the terms and conditions of Triglav Insurance titled the General Terms and Conditions for Insurance of Household contents, defining, in the Article 17, paragraph 1, item 1 more closely that the insured subject matter shall also include the household and other movables in the permanently inhabited flats and houses owned by the Insured and the members of his household (*Triglav Insurance*, 2007), whereas according to the Article 1, paragraph 1.2.1 of the General Terms and Conditions for Household Insurance of Grawe insurer the household contents shall include all the household contents for personal use and consumption (GRAWE, *General Terms and Conditions for Household Insurance*, IABH Standard 2009, 27. 4. 2009).

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fur hats etc.), suits, tuxedos, shoes (including all other kinds of shoes, such as sandals, boots etc.), hand bags, hats, caps, leather belts and wallets up to clothing of historical value, especially when they are a part of a collector's collection. One should mention that the insurance coverage of designer clothes and accessories deviates from household contents insurance standards that cover the items in everyday use. When it comes to clothes or accessories of historical or artistic value, it is not the matter of items that are used every day, rather of the collection of a special subjective value for its proprietor. We should bear in mind that, when it comes to items classified as generally more often used designer clothes, these might be precious items that, in addition to the market value, have a subjective value for their owner.

The terms and conditions of the Serbian insurers include under the insurance coverage the collective items that are deemed the „collections of the contents of same kind, physically independent, serving the same purpose and featuring a whole in the legal sense, whereby each individual item from the collection may be subject-matter of a legal business“.<sup>16</sup> However, apart from the fashion designer himself featuring as the Insured, it is difficult to imagine that someone could be the owner of an entire fashion collection inclusive of all items of clothes and accessories, since this would indicate a lack of imagination in variety of clothing.

The subject-matter insured comprises the individually defined items that have been separately listed and described in the Schedule to the Insurance Policy, so that there is no doubt as to what items or objects are covered by the Insurer's liability. One of the features of insurance of designer clothes and accessories is that the subject-matter insured may comprise the complementary pieces of clothes, as well, „that include particular or multiple individual items forming a whole“.<sup>17</sup> In everyday use, such items are referred to as „sets“ or „pairs“ (a pair of shoes, sandals, boots, gloves, earrings etc.). The loss of just one of such items (the so called „unpairing“) significantly reduces the usability of set or pair that represents the whole, complete object only jointly and as such has the usable value.

The next characteristic of insurance of designer clothes and accessories is that the subject-matter insured may not comprise the items defined by gender. The gender-defined items are, by their nature, replaceable and exhaustible (like cash, food and drinks, agricultural products etc.), which is the reason why they cannot be covered by this (specialized) insurance type. Nevertheless, there is a conditional exception. If the subject-matter insured is a piece of high fashion that has been used (only once) for a particular fashion show, it is then characterized by the exclusivity and the fact that it is a piece of unique, not serial production. However, with the increasing

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<sup>16</sup> Triglav Insurance, *General Terms and Conditions for Insurance of Household Contents*, US-sta/11-07, 2007, Article 17, paragraph 1, item 3; Babić, Ilija, *Uvod u građansko pravo i stvarno pravo – Priručnik za pravosudni ispit*, the sixth amended edition, Beograd, 2016, 250–251.

<sup>17</sup> I. Babić, 251.

commercialization of high fashion, the fashion designers have, for a long time now, produced items of clothes that are „ready for wear“ and the attached wardrobe and accessories that sometimes (when part of bigger series) may be replaced. Thus, in case of theft of a bag made by a renowned designer, the Insurer may indemnify for its loss *in rem*, by delivering to the Insured the bag of the same designer and model, provided it can still be obtained on the market. The same rule applies for all other designer's items of clothes and accessories.

#### **IV. Insurance Coverage and Risks Excluded**

Defining the risks insured against by listing them represents positive (explicit) method of defining the scope of cover, provided that the insurance terms and conditions always stipulate and define the risks for which the insurance coverage is limited or fully excluded, defining thus the scope of cover in a negative way. According to the law, the property insurance coverage excludes the risks from defects of the item itself and the losses occurring in war activities and rebellions, provided that otherwise may be agreed,<sup>18</sup> which also applies to the insurance of designer clothes and accessories.<sup>19</sup> Having in mind that this is a specific type of insurance, not effected in large figures, there are no examples in the comparative law of the legal regulation of the risks covered or excluded, apart from the risks typically excluded from all property insurance, like malicious damages, risks of war, civil war, insurrection or commotions and inherent defects.<sup>20</sup>

The local insurance market offers the insurance of household contents (collections and valuables) system of named risks classified in the groups of standard and additional. The insurance terms and conditions define the scope of all risks against which the Insurer provides coverage. The basic rule of such system of defining coverage is that the coverage for particular additional and supplementary risks may not be agreed unless the coverage against standard risks had been agreed first. The British insurance market provides for the coverage according to the „against all risk“ system, although this term has not been included in the description of insurance coverage. This is the insurance coverage that does not cover the damages caused by an impact of a particular peril, wherefore the obligation of the Insurer to indemnify in all cases where the cause of the damage has not been explicitly excluded applies. This is why the wording of the insurance terms and conditions needs to be carefully analysed; The definitions may stipulate the limited or absolute exclusion from coverage.

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<sup>18</sup> Law on Contracts and Torts, Articles 930 and 931.

<sup>19</sup> AIG Private Client Group, *Couture Collection Insurance*, 2018, <https://www-200.aigprivateclient.com/index.php?Page=couture-collection-insurance>, accessed on: 9. 1. 2021, 12–13.

<sup>20</sup> Šulejić, Predrag, *Pravo osiguranja*, Beograd, 2005, 95–98; Jovanović, Slobodan, *Pravo osiguranja*, Novi Sad, 2016, 224–227.

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The local market of insurance of collections and valuables provides for the coverage against standard risks such as fire, lightning, explosion, storm, hail, falling aircraft, manifestations and demonstrations. Under the standard household coverage, including the collections, the Insurers cover some additional perils that have been specially contracted in the property insurance. These perils are water damage, burglary and robbery.<sup>21</sup> On the other hand, as we have already said, the insurance coverage provided on the British market covers a much wider scope of perils and damages, even those that are to be specially contracted on the local markets. Moreover, the insurance terms and conditions on the British market, apart from the above mentioned risks covered on the local insurance market, provide for a standard coverage including the risks that may not be contracted on the local market (for example, flood is not listed as a peril insured in the terms and conditions of DDOR „Novi Sad“ and Triglav Insurance), as well as against particular risks to which the item insured is exposed due to its nature (for example, the British insurance market covers the perils due to impact of mould). In the event of designer clothes, the author highlights that damages to these occur due to impact of moths. In the case of damage from moths, the British insurers indemnify the costs of repair and services of professional re-weaving in an attempt to repair such damage. However, the insurance terms and conditions stipulate the application of a deductible, sub-limit by any one item and the annual sublimit within the sum insured and do not provide for the indemnity of loss from value reduction.<sup>22</sup> Nevertheless, it should be borne in mind that damage due to value reduction, as a rule, shall be indemnified in all cases where caused by hazards not inherent in nature of the item insured (for example fire, storm, etc.).

The next feature of coverage in this line of insurance arises from the nature of the subject-matter insured and the circumstances of its use. In terms of adapting the insurance terms and conditions to various needs of the Insured, the British insurance market has always been an *avant-garde*. The specific risks against which the coverage is provided for the design clothes and accessories comprise the following: the damages caused by dry cleaning, loss or damage in delivery of the ordered items to the address of the Insured and damage to or loss of things (items of clothing or shoes due to risk insured) incurred in the course of their manufacturing anywhere in to the world.<sup>23</sup>

Insurance terms and conditions of local insurance companies stipulate that the items belonging to the Insured are subject-matter insured if they are owned by the Insured or by the members of the Insured's household.<sup>24</sup> The insurance terms

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<sup>21</sup> DDOR „Novi Sad“, Article 2, paragraphs 1 and 2; Triglav Insurance, Article 1, paragraph 1; GRAWE, Article 2, items 3 and 4.

<sup>22</sup> AIG Private Client Group.

<sup>23</sup> *Ibid.*

<sup>24</sup> DDOR „Novi Sad“, Article 1, paragraph 1, item 3; Triglav Insurance, Article 17, paragraph 1, item 1.



and conditions on the British market stipulate the coverage in which the date of acquiring the items shall be deemed the day when the partial (advance payment) has been made or a full payment of the purchase price, provided the Insured has informed the Insurer thereof. Under the insurance terms and conditions, the Insurer shall be obliged to confirm, without an unreasonable delay, the inception of insurance coverage as at that day.<sup>25</sup>

The coverage not provided on the local insurance market, as opposed to the British market, comprise the coverage of loss of or damage to designer clothes or accessories regardless of their location. This type of coverage is very useful for the persons who travel a lot. The designer clothes and accessories shall be covered everywhere in the world and in every moment of the insurance period regardless, whether they are placed in the luggage or dressed on.<sup>26</sup>

## **V. Insurer's Services as Added Value to Insurance Coverage**

Goodwill and degree of specialization of Insurers in providing insurance services and other supporting services after completed sales represents a starting point in distinguishing average and good from top insurance service providers. This is especially true of the ability of insurers to provide the advisory services aimed at prevention, maintenance, organization of repair and replacement of insured items through their own expert teams.

The Insurers of designer clothes and accessories may have appropriate teams of professionals with an adequate knowledge of the values of design pieces of clothes, the perils they are exposed to, the manner of storage and maintenance, etc. Thus, the Insurers can help develop comprehensive maintenance programs, coordinate the assessment of value and interventions, organize packaging and transportation, prepare the action to protect insured pieces of clothing against the natural disasters, assess the risk of damage to design clothing and accessories while placed in a flat or a house, take into coverage the items of clothing obtained during insurance period, etc.<sup>27</sup>

## **VI. Conclusion**

Even in much more developed insurance markets, the insurance of design clothes and accessories is still a line provided by a very small number of insurers. As opposed to standard way of providing the coverage under the insurance policy for household contents, a special policy of insurance of design clothes and accessories,

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<sup>25</sup> AIG Private Client Group.

<sup>26</sup> Ibid.

<sup>27</sup> AIG Private Client Group.

with the application of terms and conditions tailored to such type of business, have shown numerous advantages and benefits for the Insured. These advantages reflect not only in the scope of coverage (exclusion of particular perils from coverage or denial of coverage for some risks inherent to the nature of clothing and accessories), but in the limit of coverage as well (coverage of household items usually insures particular items in the household to the particular percentage or sum insured, which is why such insurance is inadequate for designer clothes and accessories).

Given the characteristics of insurance of designer clothes and accessories considered in this paper, the need to have highly specializing insurance companies and a low level of general and individual welfare, it is not surprising that there is a lack of proposal in the local market of special insurance services for designer clothes and accessories. However, it is up to insurers to follow the demand and, at a certain point, react by proposing an adequate insurance service.

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