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THE CONCEPT OF LIABILITY AND ITS INSURANCE

Azimjon Meliev

Assistant, Department of Finance, Samarkand Institute of Economics and Service, Samarkand, Uzbekistan

Jakhongir Zaynalov

Professor, Department of Finance, Samarkand Institute of Economics and Service, Samarkand, Uzbekistan

Abstract

The article discusses the concept of liability and its insurance in accordance with current legislative acts in the Republic of Uzbekistan. An analysis of the features that have developed to date of the system of the Institute of Liability Insurance is carried out. It is noted that compensation for losses to victims must be guaranteed by the insurance company, regardless of the material or financial condition of the insured. Specific recommendations and proposals are given to improve the effectiveness of insurance and liability.

Keywords: *Insured, liability, financial liability, administrative liability, civil liability, losses, civil law, contract, risk.*

Introduction.

Liability insurance is aimed at protecting the property rights of persons injured as a result of the actions or inaction of the insured. In this case, compensation for losses to victims is guaranteed by the insurance company and does not depend on the financial condition of the insured. Such insurance also protects the financial condition of the policyholder himself, who, if he has an insurance policy, is exempt from costs associated with the harm caused by him. The amount of compensation can be very significant (losses are often catastrophic), and the process of settling claims for such losses is quite lengthy. Due to the economic feasibility and social importance of liability insurance, it appeared on the market. Liability insurance for carriers, vehicle owners, tourism organizations, and importers of pharmaceutical products is already widely provided by Uzbek insurers, both in mandatory and voluntary forms.

All types of liability insurance must be based on the norms of domestic and international law. The level of development of liability insurance should directly depend on the perfection of national legal institutions. For insurance, types of liability that are of a property nature and related to compensation for harm caused are of interest. These types of liability include civil, material and some types of administrative liability.

Administrative liability is one of the forms of legal liability of citizens and officials for their commission of an administrative offense.

Financial liability is the employee's obligation to compensate for losses caused to the enterprise

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in accordance with the procedure established by labor legislation. Financial liability arises only for losses that arose as a result of clearly unlawful behavior of the employee, such that he can be blamed.

Civil (civil law) liability arises as a legal consequence of failure to fulfill or improper fulfillment by a person of the obligations provided for by civil law, which are associated with the violation by subjects of the civil rights of another person. Civil liability consists of applying to the offender in the interests of the victim the measures of influence (sanctions) of a property nature established by law or contract. We are talking about compensation for losses, payment of penalties (fines, penalties), compensation for harm.

There may be cases when, in order to impose liability on the tortfeasor, the presence of his fault is necessary, or liability occurs regardless of guilt and even without guilt; sometimes not only chance, but even force majeure does not relieve the tortfeasor from liability; the specific nature of the activity during which harm is caused is taken into account.

Civil law is based on the presumption of guilt, according to which the absence of guilt must be proven by the offender himself. The offender, as noted in literature sources, is considered guilty until he proves his innocence. That is, for liability to arise, the victim must prove the fact of an offense committed against him, the existence of his losses and the existence of a causal connection between the unlawful behavior and the losses.

In civil law, there is the so-called principle of general tort, according to which the very fact of causing harm is considered unlawful unless the causer of harm proves that he had the right to take actions that caused the harm. Unlawful damage caused is subject to compensation in all cases. Damage caused by lawful actions is subject to compensation only in cases provided for by law.

An example of liability for harm caused by lawful actions is the trade obligations provided for in the Code regarding the distribution of losses, which are called general average. In accordance with the rules on general average, losses that arose during maritime transportation as a result of targeted damage, carried out with the aim of saving the ship, freight and cargo carried on the ship from a common danger, are distributed between the ship, freight and cargo in proportion to their value.

As we know, special conditions apply to the responsibility of the owner of a source of increased danger, the responsibility of a professional security guard, and in some other cases. For these types of liability to arise, the fault of the perpetrator of the harm is not required. Typically, liability that arises without fault is called unconditional or severe.

Persons whose activities are associated with an increased danger to others (transport organizations, industrial enterprises, construction, owners of vehicles, etc.) are obliged to compensate for damage caused by a source of increased danger, unless they prove that the damage arose due to force majeure or intent the victim.

However, the results of the analysis indicate that cases of liability provided for by civil law, regardless of guilt, do not make it limitless. In some cases, liability does not arise if the intent of the victim is present. Thus, the owner of a source of increased danger is released from liability if he proves that the harm arose as a result of the intent of the victim. In most cases, liability is excluded if force majeure occurred. An exception is the Air Code of Uzbekistan, which imposes liability for personal injury caused to a passenger during the takeoff, flight or landing of an aircraft, even in the event of force majeure.

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Claims under a specific insurance contract can potentially be filed over several years, when, perhaps, the policyholder will be insured by another insurer, difficulties arise in determining the "responsible" insurer for such claims. Therefore, it is important which principles form the basis of the insurance contract. The choice here depends on the activities of the policyholder and the type of liability insurance. If such a period can be very long (for example, with pharmaceutical insurance), then it is more advisable to enter into a "stated claims" contract.

Liability insurance is generally provided on an "appearance" basis. This means that the Insured is liable for damage that occurs during the validity of the contract (although the cause of such damage may be actions carried out by the Insured before the commencement of this contract). However, the insurer is not responsible for damage that occurs after the end of the contract. Moreover, if the losses became obvious after the end of the insurance period, but the damage was revealed during the validity of the contract, then these losses are covered by the insurer.

So, in modern conditions it is necessary to extend the treaty on the basis of "stated claims". Sometimes they are also called "demands presented" agreements. That is, such a contract must cover claims that are first brought against the Insured during the validity of the contract. To avoid "long-tail" claims (if the damage was discovered after a long time), insurers introduce a retrospective date. All losses that were discovered before this date are not covered. So, the insurer knows exactly how many claims it needs to cover, which mitigates the problems of creating sufficient reserves, assessing risks and calculating tariffs.

There is a problem for the Policyholder. If, at the time of expiration of the contract, circumstances arise that may lead to claims being made against the latter, the insurer may refuse to reissue the policy, and other insurers will not take the risk of insurance. In such a situation, the Policyholder will find himself without insurance protection at the very time when he could potentially be sued. For this reason, contracts with "stated claims" often contain a provision for an extended period for filing claims—the "last period condition." Even if the insurer has fulfilled its obligations regarding claims filed retrospectively and before the expiration of the contract, the Policyholder has protection for a certain specified period (for example, several years). However, this protection should not only apply to claims arising from circumstances communicated by the policyholder to the insurer before the expiration date of the insurance contract. In this regard, it is necessary that national legislation may have provisions that affect the determination of the "responsible" Insured. For such loans, the United States has developed a "triple condition" system.

In accordance with this system, the plaintiff himself can indicate which of the periods best suits his case - the time of harm, the time of discovery of the harm, or the period between them. The application of this experience in the domestic insurance system is of great importance.

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