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ОРИГИНАЛНИ НАУЧНИ ЧЛАНАК
doi:10.5937/zrpfni1776693A

UDK: 364.32:623.454.83

Рад примљен: 01.10.2017.
Рад прихваћен: 30.11.2017.

INSURANCE POOLS: FOLLOWERS OF CLASSICAL INSURANCE CONTRACTS IN THE FIELD OF NUCLEAR LAW

Abstract**:** *Insurance contracts are almost the exclusive instrument for providing coverage for damage in all the areas. The insurance industry is the proper and experienced partner in providing liability coverage. However, its capacity is not unlimited, regarding neither the extent nor the size of coverage. There are risks of specific type that often differ from other risks, such as the risk of peaceful usage of nuclear energy. From an insurer's point of view, certain forms of damage are not calculable, for example damage to the environment or damage which becomes evident later than ten years after the incident. Furthermore, the potential magnitude of nuclear damage is a major challenge for the insurance industry. Claim handling expenses are an additional cost factor in case of a major nuclear accident involving thousands of claimants. National insurance companies have to pool their capacities at international level, and reinsurance is necessary. The purpose of this paper is, on the one hand, to analyze how the classical insurance contract has grown into a new modern institute of the insurance law and, on the other hand, to research the legal nature of this institute (insurance pool) and its implementation in practice, particularly in the field of nuclear risk insurance and coverage of nuclear damages. The need to insure larger funds in nuclear insurance are initiated by the changes concerning the international legal instrument that regulated the matter on nuclear damage compensation, which have broaden the concept of compensable damage and concurrently established significantly increased minimum liability amounts. Insurance pools are a response to the need to cater for these changes.*

Keywords: *insurance pools, insurance contract, compensation for damage, nuclear damage, insurance policy, reinsurance.*

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1. Introduction

The term insurance has a multidisciplinary meaning. It is a complex area that can be defined in different ways, depending on the aspect of analysis. These aspects of insurance are: insurance as an economic area, insurance as a trade activity, insurance as a legal area, and others aspects of insurance. Our interest is in insurance from the aspect of legislation and insurance as a legal relation that is generally based on the insurance contract. As there is no single definition on what insurance is in this aspect, the starting point in this analysis will be the provision from the Macedonian Obligations Act: "*With the insurance contract the contractor of insurance is obligated, on the principles of reciprocity and solidarity, to associate a certain amount in the insurance company (the insurer) and the company is obligated to pay to the insured or to a third party the agreed amount or to do something else."*[1] The definition aims to sublimate the features in common for every kind of insurance. This is not always easy because different type of insurance have different features; they are also based on different principles and regulated by legal rules that differ from one another. In this paper, we are interested only in one type of insurance – the insurance of property, or the non-life insurance. The insurance of property is insurance in which the subject of insurance is property that has material value or can be expressed in money. On the one hand, this insurance comprises the insurance of mobile and immobile property and, on the other hand, it includes insurance of material interest such as liability insurance, guarantee insurance, insurance of animals, etc. (Јанковац, Миладиновић, 2006: 311). In case of property insurance, the insurance money is provided to a person for loss of or damage to physical property, other assets, and business cash flow; in case of liability insurance, the insurance money is provided to a person for financial loss incurred because of a liability – a legal obligation and financial responsibility to another because of one's action or failure to act (Schwartz, 2011: 3).

There are two main requirements to conclude the insurance contract of this type:

1. it can we concluded only by a person who has interest that the insured case does not happen, and

2. the purpose of this contract is to compensate the sustained damage.

These two requirements dictate the specific features of the non–life insurance, which distinguish it from the life insurance. For example, the insurance of property over the real value of the subject is prohibited, as well as multiple insurance for one subject from the same risks; there is prohibition for insurance of

1 Article 953 of the Obligation Relations Act of the Republic of Macedonia, Official Gazette RM, No. 18/2001, 04/2002, 05/2003, 84/2008, 81/2009 and 161/2009; available in Macedonian at http://www.pravo.org.mk/documentDetail.php?id=33, accessed on 20.09.2017

property where the insurance sum is lower than the real value of the subject; among other characteristics, there is a prohibition of accumulation of compensation from insurance contract and compensation based on the rules for civil liability (Schwartz, 2011: 312).

There are also the institutes of *co-insurance* and *re-insurance*. Coinsurance means that a number of insurers collectively insure a certain risk with the sum of their individual shares totaling 100%. Reinsurance is where an insurer or co-insurer cedes part of the risk it has assumed to another insurer for which it pays a premium, essentially insuring the risk it has insured (Schwartz, 2011: 42).

2. Principles of insurance law

Several key principles are the basis for most insurance contracts. These are:

- *Utmost good faith*: this principle is reached when the contracting party has revealed all known material facts about the risks that need to be assumed by the insurer;
- *Insurable interest*: as mentioned above, this principle is one of the main requirements to conclude an insurance contract; under this principle, it is generally not possible for someone to insure something if they are not the owner, or if they could suffer financial lost on another basis if the subject has sustained damage;
- *Fortuity:* this principle suggests that there is uncertainty whether or not the risk will be fulfilled;
- *Indemnity:*[2] this principle means that a financial amount is actually payable to the person who is the beneficiary of the insurance, and
- *Subrogation:* this principle allows the insurer to assume the rights of any recovery once that claim is paid (Reitisma, Tetley, 2010: 390).

As for the nuclear sector, there are two relevant types of insurance:

1) insurance of physical damage or first party liability that will provide coverage for all the operator's assets on the nuclear facility, where damage implies various type of actual damage and future damage or loss of income which has resulted from the actual damage, and

2 The concept of indemnity is based on a contractual agreement made between two parties, in which one party agrees to pay for potential losses or damage caused by the other party. A typical example is an insurance contract, whereby one party (the insurer, or the indemnitor) agrees to compensate the other (the insured, or the indemnitee) for any damages or losses, in return for premiums paid by the insured to the insurer. For more, see http://www.investopedia.com/terms/i/indemnity.asp#ixzz4emZP8KMY, accessed 20.04.2017.

2) nuclear third party liability policy or liability insurance which covers all aspects of off-site nuclear damage suffered by people, businesses and other property off the nuclear site.

In this paper, we focus on analyzing the second type of insurance – nuclear liability insurance because this type of insurance is critical both for the nuclear operator (due to the principles of channeling liability and strict liability) and for the insurers (given that the actual nuclear damage resulting from a nuclear catastrophe in the insured nuclear facility depends upon many factors, such as the actual location of the plant, the weather at the time of the accident, the population nearby this location, etc.).

3. The meaning of the basic insurance law terms in the field of nuclear insurance

3.1. Subjects of the insurance contract in nuclear law

3.1.1. Insurer

In the second part of the 20th century it became clear for insurers that any nuclear accident has catastrophic potential. Thus, the insurance market was heavily involved in the parallel creation of legislation and insurance policies (Reitisma, Tetley, 2010:388). "*Insurers have remained an essential party to the development of the nuclear industry and the nuclear third party liability regimes…the insurance industry itself had to design and implement structures and processes to deal with the new hazard, the most important of these being the insurance pool*" (Reitisma, Tetley, 2010: 390). A pool is essentially a group of insurance companies jointly participating up to a fixed proportion in the insurance of a particular risk or class of business. It is a mechanism commonly employed where the risks in question are few in number, or require a capacity beyond the individual means of the members even if arranged on a traditional co-insurance basis, or imply some particularly hazardous aspect which would render acceptance by conventional methods difficult if not impossible.[3]

There are several basic principles of nuclear pools activities:

- All risks accepted are covered by net retention of individual pool members (insurance capacity); the risks may not be further reinsured individually;
- Reinsurance is arranged among pools and is therefore transparent and maximally protected against unknown accumulation of risks;

3 *See*: https://www.nuclearpools.com/about-us, accessed on 15.04.2017

- Reinsurance among pools is direct (without using any intermediaries); therefore, the cost of reinsurance is minimal.[4]
- Cost efficiency at a national and international level.

The first and second principle regulate that all pool members only commit for a net retention which means that no recourse to individual company re-insurance protection is permitted but, at the same time, re-insurance is arranged with the other nuclear pools worldwide. Generally, risks can be maintained by the insured party (self-insurance), or a particular kind of insurance set up to unsure the risks posed by its members may be transferred to an insurer or to a mutual insurance company subject to payment of a fixed or variable premium. If the catastrophic risk is very high, the insurers transfer part of the risk to the financial markets. Where nuclear risks are concerned, this transfer of risk to reinsurers takes place directly within nuclear insurance pools, where each party (insurer or reinsurer) accepts and maintains its share of the risk (Quéré, 2014:81). "*Through this mechanism insurers participating in national pools can be certain that their commitment is limited to the amount of their participation in the pool and that following the same nuclear incident no accumulation via other channels can occur*" (Reitisma, Tetley, 2010: 393).

Regarding the third principle, we can say that members of the pool are often bound by a solidarity clause. According to this clause, passive members' obligations are proportionally encountered by the other members. The detainment rule of nuclear insurance pools prevents separate pool members from providing reinsurance as it is only available on an inter-pool basis (Rimšaite, 2013: 20). Where such facultative reinsurance does occur, nuclear pools have developed "*Standard Rules for the Exchange of Reinsurance between Pools*" in order to clearly establish that the guidelines for the commonly adopted and accepted practices for the exchange of business and amendments to these standard rules are possible by bilateral agreement.[5]

The forth principle of cost efficiency is the concentration of knowledge and experience in the field of nuclear risks insurance. At an international level, re-insurance between national markets takes effect directly; thus, there is no intervention or intermediaries, and all the expenses are kept to a minimum" (Reitisma, Tetley, 2010: 393).

4 *See:* https://www.nuclearpool.cz/en/historie/, https://www.nuclearpools.com/about-us, and Syban Statute available at www.syban.be, accessed on 15.04.2017.

5 Data available at https://www.nuclearpools.com/about-us , accessed on 19.04.2017.

Table 1. List of nuclear insurance pools

Nuclear insurance pool	Country	Web site
1. Nuclear risk insurers Limited	UK	http://www.nuclear-risk.com/
2. Czech Nuclear Insurance Pool	Czech Republic	http://www.nuclearpool.cz/
3. Nordic Nuclear Insurers (The Finnish and Swedish Atomic Insurance Pools merged in 2002)	Finland and Sweden	https://atompool.org/en
4. Russian Nuclear Insurance Pool	Russian Federation	http://www.ranipool.ru/eng/
5. Swiss pool of the insurance of nuclear risks	Switzerland	https://nuklearpool.ch/de/ueber-uns
6. American Nuclear Insurance	US	http://www.amnucins.com/
7. Belgian Nuclear Insurance Pool	Belgium	http://www.syban.be/en/page/history
8. Slovak Nuclear Insurance Pool	Slovak Republic	http://www.nuclearpool.sk/
9. Assureatome	France	http://www.assuratome.fr/en/2-welcome-to-assuratome
10. Bulgarian National Nuclear Insurance Pool	Bulgaria	/
11. Nuclear Insurance Association of Canada	Canada	http://www.niac.biz/
12. The China Nuclear Insurance Pool	China	http://eng.chinare.com.cn/zhzjteng/505881/505896/index.html
13. Croatian Nuclear insurance pool	Croatia	
14. Deutsche Kernreaktor Versicherungsgemeinschaft	Germany	
15. Nederlandse Pool voorVerzekering van Atoomrisico's	Netherlands	http://www.verzekeraar-pensioenfondsdata.nl/id-nederlandse_pool_voor_verzekering_van_atoomrisico_s_rijswijk/
16. Hungarian Atomic Pool	Hungary	
17. Japan Atomic Energy Insurance pool	Japan	
18. Pool AtómicoMexicano	Mexico	http://www.poolamx.com.mx/
19. Romania Pool for the Insurance of Atomic Risks	Romania	
20. Nuclear Insurance and Reinsurance Pool, Ljubljana	Slovenia	
21. The South African Pool for the Insurance of Nuclear Risks	South Africa	
22. The Korea Atomic Energy Insurance Pool	South Korea	
23. Espanuclear	Spain	
24. The Ukrainian Nuclear Insurance Pool	Ukraine	http://www.atomforum.org.ua/eng/ukrnucinpool4334
25. Consórcio Brasileiro de RiscosNucleares– CBRN	Brazil	
26. Nuclear Energy Insurance Pool of the Republic of China	Taiwan	

Source: Nuclear Pools, data available at https://www.nuclearpools.com/links, accessed 19.04.2017.

3.1.2. Nuclear operator[6]

The main characteristic of nuclear liability today (which it is fully accepted both in the international and domestic nuclear law) is the liability of the nuclear operator for all the damage suffered as a result of the nuclear incident. Today, there are three basic international regimes for nuclear third party liability in force:

Convention on Third Party Liability in the Field of Nuclear Energy of 29 July1960 (Paris Convention)[7];Coverage under the Paris Convention is extended by the Supplementary Convention on Third Party Liability in the Field of Nuclear Energy of 31 January 1963 ("the Brussels Supplementary Convention")[8].

Convention on Civil Liability for Nuclear Damage of 1963 (Vienna Convention)[9].

Convention on Supplementary Compensation for Nuclear Damage of 1997 ("the CSC")[10]

The Paris Convention and the Brussels Supplementary Convention have both been amended three times: by Additional Protocols adopted in 1964, 1982 and 2004. Furthermore, the Paris and Vienna Conventions have been linked by the 1988 Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention ("the Joint Protocol"). The Paris and the Vienna Conventions are supplemented, in relation to maritime transport, by the 1971 Convention Relating to Civil Liability in the Field of Maritime Carriage of Nuclear Material.

There are five basic principles that underlie the special nuclear third party liability and compensation regimes at both national and international levels: strict liability, exclusive liability (legal channeling), compulsory financial security, liability limits in amount and liability limits in time.[11]The third party liability of the nuclear operator is strict, which means that he is liable regardless of his fault or negligence. The damage may have resulted from any kind of fault that

6 In terms of a nuclear installation, "operator" means the person designated or recognized by the competent public authority as the operator of that installation.

7 Available at https://www.oecd-nea.org/law/nlparis_conv.html , accessed on 16.04.2017.

8 Available at https://www.oecd-nea.org/law/brussels-supplementary-convention.html, accessed on 16.04.2017.

9 Available at https://www.iaea.org/sites/default/files/infcirc500.pdf, accessed on 16.04.2017.

10 Pursuant to Article XX.1, the CSC entered into force on 15 April 2015. The date was the ninetieth day following the date on which Japan signed and delivered the instrument of acceptance of the CSC, meaning that at least 5 States with a minimum of 400 000 units of installed nuclear capacity deposited an instrument referred to in Article XVII.

11 *See*: Schwartz, Julia A. (2010), *Liability and Compensation for a Third Party Resulting from a Nuclear Incident*, International Nuclear Law: History, Evolution and Outlook, 2010, OECD, pp. 307-355.

can be found with the nuclear operator but, there is no need to prove it in legal terms. This base of liability was adopted due to the need to assure a greater protection for the public. "*In return for an onerous obligation of absolute and strict liability, nuclear site operators received a temporal and financial limit to their liability that enabled them to approach the conventional private market to transfer the risks inherent in the total but limited liability obligation placed upon them*" (Tetley, 2006: 27).

The nuclear operators' liability is exclusive due to the mechanism of legal channeling of liability to the nuclear operator. All claims are made solely against the operator of the nuclear installation, which means that the supplier or the builder of a nuclear installation is protected in the event of an accident. By channeling the risk to the operator, the supplier does not have to take out insurance, and the insurance of the same risk twice is avoided. Both principles provide direct and rapid access to insurance funds. "*Without legal channeling nobody will be able to supply anything to nuclear installations as the risk is too great…there are certain limited cases where we should mitigate the negative effects of channeling: perhaps in the case of contributory negligence, there could be a claim limited to the value of the supply, including possible profits*"(Pelzer, 1999: 578).

For the purpose of this paper, we will present the principle of compulsory financial security in more detail. According to this principle, the nuclear operator is required to secure finances to cover the nuclear liability. Traditionally, this is provided by the private insurance market although there are other known financial instruments that can be used to achieve this goal, such as bank guarantee, operator pooling system, self- insurance. The minimum amount of protection required is set by national laws, which in turn often depend on international treaty obligations. The amount of this mandatory protection has increased over time, partially adjusting for inflation and partially allowing for an increased burden of responsibility to be passed on to nuclear operators. In most countries, contractors and suppliers to the nuclear operator have exclusion clauses or "hold harmless" agreements that steer liability back to the operator" (Reitisma, Tetley, 2010: 397). "*By way of example, nuclear third party liability is unlimited in Switzerland and the operator is currently obliged to find security of CHE 1.1.billionfrom private insurers. In another example, in Belgium, since 1 January 2012, the operator has been required to obtain security of EUR 1.2 billion; the same is true in the Netherlands since 1 January 2013*" (Quéré, 2014:81).

The Paris Convention, the Vienna Convention and the Convention on Supplementary Compensation for Nuclear Damage provide for different options to secure

financial security to cover the liability of the operator of a nuclear installation.[12] The provisions in these conventions are very similar, and they all provide among others the following[13]:

- The operator shall be required to maintain insurance or other financial security covering his liability for nuclear damage in such amount, of such type and in such terms as the Installation State shall specify.
- The funds provided by insurance, by other financial security shall be exclusively available for compensation due under this Convention.
- No insurer or other financial guarantor shall suspend or cancel the insurance or other financial security without giving notice in writing of at least two months to the competent public authority or insofar as such insurance or other financial security relates to the carriage of nuclear substances, during the period of the carriage in question.
- The sums provided as insurance, reinsurance, or other financial security may be drawn upon only for compensation for damage caused by a nuclear incident.

We would like to note that this list shows only the scope of nuclear liability under the international regime that is imposed for the nuclear operator. There are amounts of nuclear liability under this regime that are covered by the operator's State's funds where the installation is located (the so-called second tier), and there is certain amount of nuclear liability that is covered by contributions given by all Parties to a certain convention (the so-called third tier). These figures will not be presented in this paper.[14]

3.1.3. Nuclear risk

The nuclear risk that is subject of our paper can be generally defined as a probability that a particular adverse event occurs during a stated period of time, or results from a particular activity – commercial nuclear power production. The insurance is a risk management option by which the risk involved in this activity is transferred to some other entity – the insurer in most cases. The nuclear risk

12 Pelzer N. (2013) Operators' pooling arrangement; a national and international perspective, OECD/NEA Workshop Nuclear damage, liability and compensation schemes, 10-13 December 2013, Paris, available at https://www.oecd-nea.org/ndd/workshops/nuclearcomp/presentations/, accessed on 20.09.2017.

13 See: Article VII Vienna Convention, Article 10 of the Paris Convention, and Article 5 Annex to 1997 Convention on Supplementary Compensation for Nuclear Damage.

14 More on these tiers in nuclear law in: Schwartz, 2006: 42 and Schwartz (2011).

is insured by both liability and property insurance. Notably, insuring nuclear risks is different from insuring other risks because:

1. Failure to control the nuclear chain reaction can lead to extensive plant damage and catastrophic radioactive contamination of wide areas (*e.g.* Chernobyl), and

2. Events are of low frequency but potentially high severity: in 2011, there were very few nuclear risks as compared to 440 existing nuclear power plants and a small number of other nuclear facilities; the premium in 2011 was about 800$ million globally or 0.04% of total global premium for non-life insurance.[15]

According to the opinion of some scholars, the insurers had been aware of the risks posed by radiation since the 1920s, when radioisotopes and X-rays began to be used in industrial processes but these risks were view without concern, as the scale of application was small. The insurers of nuclear risk were concerned about the specific moments in history when the nuclear bombs were dropped on Hiroshima and Nagasaki, and the post-war nuclear weapon tests of the late 1940s (Reitisma, 2010: 389). Apart from the cases of war, if we only concentrate on nuclear electricity production and peaceful use of nuclear energy, we can detect the following insurance problems: the risk was unknown and poorly perceived; there is a low frequency outlook, but high catastrophe potential; there are few insured installations and there is risk of claims accumulation from a single event.[16] For this reason, "…*none of the existing companies are able to provide the required capacity on an individual basis or under conventional arrangements. … International legislation requires the operator to provide insurance on the imposed liability and if such obligation is impossible, as there might not be insurers that cope with such insurance amounts, then a State covers the difference between specified liability amounts*" (Rimšaite, 2013: 16).

Insurance pools have resolved to protect their solvency by the exclusion of radioactive contamination. This decision is a result of the potentially catastrophic exposure to insurers' existing portfolios. The exclusion clauses "…*usually relate only to ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste arising from the combustion of such fuel. The clauses do not necessarily apply to other sources of ionising radiation such as radioisotopes, X-ray equipment or particle accelerators which are normally freely insurable in the open market. These lesser sources of radioactivity are of comparatively minor significance and are frequently not classified as nuclear material under the relevant legislation (although this position varies throughout the world); the degree of damage that*

15 Data presented by Schwartz (2011).

16 See: Insurance of Nuclear Risk, IEA, December 2013

could be caused is considered to fall within insurers' likely exposure limits for other conventional perils."[17]

The categories of risks that can be covered are the same as in the classical industry, provided that it has been taken into account that the costs bound to nuclear decontamination can take significant proportions. However, the regulations of the third party liability of the nuclear operator are particular, and they are settled by international conventions as well as by specific laws in each country.[18]

4. Types of damage that are object of insurance

As for the types of damage that are object of insurance, we may talk about the nuclear damage that is compensable under the existing nuclear third party liability regime. Under the Paris and Vienna Conventions, the nuclear operator is liable for the compensation of the following types of damage:

- damage to or loss of life, and
- damage to or loss of property other than on-site property,
- whereby all claims for damage must be brought within 10 years of the accident.

Under the revised Paris and Vienna Conventions, and under the Convention on Supplementary Compensation, aside from the aforesaid types of damage, the nuclear operator is liable for compensation of:

- economic loss from types of damage named above,
- cost of reinstating impaired environment,
- cost of preventive measures and the loss/damage caused thereby, and
- loss of income from direct economic interest in use of environment,
- whereby personal injury or loss of life claims may be brought within 30 years of accident.

5. Conclusion

The principles of insurance apply to nuclear insurance with some notable differences. There is a requirement imposed on the nuclear operator to provide

17 Data from the nuclear insurance pools official webpage, available at https://www.nuclearpools.com/about-us accessed on 19.04.2017

18 Official data of the Belgian nuclear pool SYBAN available at http://www.syban.be/en/page/insurance, accessed on 19.04.2017

financial security. This is a foundation for the insurance principle of insurable interest, where the operator's obligation to provide security by way of insurance is the object of the insurance.

The main differences between the classical insurance and the insurance pools are the indicial challenges for the insurance industry that resulted in creating the new insurance mechanism – insurance pools:

- the impossibility of establishing accurate estimates of frequency in the absence of statistical knowledge or previous experience;
- the potential risk of enormous damage arising from contamination and the resulting cessation of economic activity affecting large numbers of population over widespread geographic regions, followed by long delays in claims notification as many of the effects on health only become manifest over a considerable period of years;
- the need to amass a substantial cover capacity for the benefit of a limited number of policyholders (in 2007, only a little more than 400 nuclear power reactors were in operation throughout the world).

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ЗАЈЕДНИЧКИ ФОНДОВИ ОСИГУРАЊА: СЛЕДБЕНИЦИ КЛАСИЧНОГ ОСИГУРАЊА У ОБЛАСТИ НУКЛЕАРНОГ ПРАВА

Резиме

Уговори о осигурању су скоро једини инструмент за накнаду штете у свим областима. Индустрија осигурања је прави и искусни партнер у осигуравању од одговорности за штете. Међутим, њен капацитет није неограничен, ни у погледу обима ни у погледу висине средстава. Постоје специфични ризици који се често разликује од других ризика, као што је ризик од употребе нуклеарне енергије у мирнодопске сврхе. Са становишта осигуравача, поједини облици и трошкови штете се не могу прорачунати, као што је на пример штета по животну средину или штета која постаје видљива тек у року од десет година након инцидента. Степен могуће нуклеарне штете представља велики изазов за индустрију осигурања. Трошкови захтева за накнаду штете представљају додатни фактор у случају велике нуклеарне катастрофе која обухвата више хиљада подносилаца захтева. Национална осигуравајућа друштва морају да уложе своја средства у заједничке фондове осигурања на међународном нивоу, при чему је неопходно реосигурање.

Циљ овог рада је анализа како је уговор о класичном осигурању прерастао у нови модерни институт права осигурања, као и да истражи правну природу заједничких фондова осигурања и њихову имплементацију у пракси, нарочито у области осигурања нуклеарног ризика и накнаде нуклеарне штете. Потреба да се осигурају већа средства у области нуклеарног осигурања потиче од промене међународног правног инструмента који је регулисао питање накнаде нуклеарне штете, а који је проширио концепт надокнадиве штете и истовремено успоставио знатно повећане износе минималне накнаде штете за утврђену одговорност. Заједнички фондови осигурања представљају одговор на ове промене.

Кључне речи*: заједнички фондови осигурања, уговор о осигурању, накнада штете, нуклеарна штета.*