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THESES OF DOCTORAL DISSETATION
THE TRANSPORT INSURANCE CONTRACT

Consultants

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„Én N. N. becsületemre és lelkiismeretemre fogadom, hogy mint a Biztositási Szaktanács tagja, a törvényeket és törvényes szokásokat megtartom, a hivatalos titkot megőrzöm, a tisztemmel járó kötelességeimet személyválogatás, érdekeltség és elfogultság nélkül, félelmet és gyülöletet félretéve, részrehajlatlanul, lelkiismeretesen és meggyőződésem szerint hiven teljesitem."

Oath of insurance valuer of 1923.

I. The Aim of the Research, Hypotheses

As the topic of my research I chose the legal regulation of transport insurance contract, which is in my opinion almost not, only particular processed, even though the history of damage insurance has the oldest prefigurations in this field.

This unbelievable complex and nice field of law came into picture during teaching and researching insurance law, this particular topic – while in other countries it is nowadays also in focus – against the Hungarian heritage of commercial and civil law came unworthy in shadow in the domestic higher education and scientific research. As FERENC RÓSA has mentioned in the beginning of the past century: "While the insurance case achieved exceptional practical usage and technical perfection, on the contrary insurance law, which should be given security and support, stays in the status of intern and extern imperfection and incompletion."[1]

During my on and a half decade long teaching practice, I always asked my incurious full-time and correspondence students of my insurance law facultative course, what could be the insurance event of marriage insurance, what could be the insurance event and cover.

[1] RÓSA FERENC: *A magyar biztosítási törvény. magyarázata*, Budapest, 1902, Wodianer F. és Fiai, 40. p.

The answers were quite diversified: from infidelity to the costs of an attorney specialised for divorce cases, but their common character was that they tried to connect it to a negative event, damage.

In the mirror of the above mentioned, I think that it is necessary and worthy to settle transport insurance contract inside insurance law, and to build on relevant insurance law foundations.

Both in domestic books on commercial law, international economic relations special insurance law there is only a chapter is written of this topic, or they only mention it, not investigating the social an economic context, without it I think the topic in its deepness and complexity is not understandable.

During the examination of this complex topic and determine the rulable life relations, results of theory of insurance, logistic, economics, and occasionally of psychology and decision theory are necessary to be dealt with, so I didn´t wanted to use the pure theory of law. According to the above-mentioned methodical basics, it is necessary to compare and examine some expressions used in the field of legal and other sciences simultaneously.

In the above-mentioned topic I supposed the following theses:

1. Aleatoryness in the Transport Insurance Legal Relationship

The transport insurance contract contains definitionally aleatoryness, but it must be sharply separated from gambling, because the behaviour and act of the insurer necessarily modifies the insured event. While single separated contracts are aleatory contracts, the time of occurrence and consequences of the insured event can be quite good calculated with mathematical, statistical, probability theory methods thinking in longer time period in system, using quite necessarily precise and well-founded data collection and procession. During the analysation of transport insurance legal relationship, I suppose that viewpoints of insurance law, insurance theory and insurance economics can be synthetized and united, even if we are dealing with autonomous vehicles.

2. Role of Insurable Interest and Moral Hazard in the Transport Insurance Legal Relationship

While in the international legal literature some query the necessity of insurable interest, according to my opinion it is relevant to keep up the requirement and analysation of insurable interest, and to make it general, where it lacks from the viewpoint of legal politics and social-economic environment.

In connection with the prohibition of overcompensation, it is necessarily to defend legally the insurable interest, and therefore minimise the possibility of moral hazard. I suppose that everyone could have insurable interest, who has legally equitable interest in the logistical supply chain, inclusive of the retroactive cover, which has originated from the marine insurance, and which is exceptionally important for the modern transport insurance also.

3. Role of Transport Insurance in Risk Distribution and Risk Appetite

Damage insurances promote the distribution of risks, through "senses of safety" promote the establishment of healthy amount of risk appetite, encourage business formation and business growth.

Transport insurance endorse defending private and public property as an important device of economic risk management and legal risk distribution and indicates to obligations of owners and contracting parties to be performed willingly of by rule of law. I suppose that insurance promotes insured parties to measure their ow risks, to be more mindful dealing with risks, and it also promotes innovation, conquer new market of goods and geographical markets.

4. Role of Transport Insurance in Damage Prevention and Mitigation of Damages in a Narrow Meaning

In concrete legal stipulations prospects, general contract terms and insurance policies of insurers, exclusion of risks and liberation under the liability of insurer clauses draw attention to the duty of damage prevention and mitigation of damages of the insured party, and they also actively modify the acts of the insured party, making it more mindful and safer with

the toolbox of legal objectivation. I suppose that insurers can be defined as quasi lawmakers regulating insurable risk, damage prevention and mitigation of damages, and they promote the national economy and personal welfare.

5. Role of Transport Insurance in the Domestic, International and Global Commerce

Jurisprudence has to deal with insurance law aspects not only when reforming liability regimes, but from a much more abstract point of view, when risk settling questions arise.

I suppose that according to the regulation of supply chains, one of the preliminaries of judging risk settling questions the amount an cover of insurable interests, and the measuring the legal, social and economic framework of insurability, including reinsurance, global insurance programs for corporations, and possible competitive law exemptions applying to the insurance sector.

II. Research Methods applied in the Dissertation

In my dissertation I used historical, descriptive, definition analysing method, and next to them I emphasised the use of comparative law. I focused mainly for the functional analysis instead of legislative legal comparison. During my research according to the international character of the topic and thousands of years long history, I had to use the methodology of legal history and science of history to avoid the danger of presentism.

I analysed the history of domestic and international history of transport insurance in their own and in their relationship with each other with the use of historical methodology, their main nodes, their arch of development from the marine loan through the insurance loan until the modern insurance programs for global corporations.

Using the descriptive method I tried to assimilate relevant domestic and international legal literature, judgments of courts and the Constitutional Court, praxis of the ombudsman, but I have to limit my footnotes and bibliography because of the volume limits. I gave the Hungarian translation of the foreign legal institutions´ name, where it was relevant, but in a few cases, where the adequate Hungarian translation is missing or it would be misleading, I remained at the foreign name, ha used in Hungarian only a definition circumscription.

Using definition analysing method I focused on analysing the given definition within its social-economic correlations in respect of its function, and where it was possible, reveal its connections with another domestic or international legal instruments.

During the introduction of practice I processed not only some general contract terms of famous Hungarian and foreign insurers, but is was at least as much important to analyse commercial verbal and written customs, experiments and results of legal unifications because of the internal character of commercial law.

I focused to use large volume of original, primer foreign sources, which are hardly to find in Hungary, and which are not processed in our country, primarily from Anglo-Saxon legal culture because of the history and substance of the topic, but where scientific viewpoints argued for it, I used inter alia German, Belgian, Norwegian, French and South-African works also.

I had to imply German Law, because in our country, region and in our city there are a lot of big, German-owned companies, who contract directly with German insurers under German law, or the German parent company contracts with a German insurer establishing a global contract or a contract valid for the European Union, under a policy in which the Hungarian subsidiary company is insured also.

Next to using ordinary and electronic domestic and foreign libraries, I made additional researches in archives also, I would like to than this way the of the employees of the Hungarian National Archive Győr-Moson-Sopron County Archive of Győr.

Next to inter-library loaning I created and processed a significant commercial and insurance home library from new and antique books, in this creation big international online marketplaces were for my help.

During my research it was very helpful to research for two month with inter-governmental scholarship at the University of Copenhagen Faculty of Law, I got very helpful advices and inspirations from domestic and international member of the International Insurance Law Association (AIDA), comments from other speakers met at the conference of Academy of

European Law, and my practice at the AUDI HUNGARIA Zrt. Department of Legal Consulting was very useful.

III. Summing up Scientific Results of the Dissertation, Applicabilities

In my dissertation have summarised the domestic and international history of the transport insurance contract, its relationships inside and outside the legal system, especially in the field of economics, sociology and psychology.

I have stated that the transport insurance contract – similarly to other damage insurance contract – is in very close connection with the substrate of the insurance, and through the psyche of the insured parties with the entrepreneurial spirit, risk appetite, and the performance and risk-bearing ability of the national and international economy.

After the partly functional examination of this legal topic I have stated that the transport insurance contract is also in very close connection with logistics type of contracts, but instead of playing second fiddle it is at least equally important, sometimes more important.

The significance of the transport insurance contract is in many cases beyond real liability legal relations, legal, economic and technical questions of risk distribution in their complexity are questions of mankind for thousands of years, and they have in future at least the same importance.

The primer and direct goal of carriage of goods and freight forwarding is bridging a geographical gap between contracting parties. Thank to the human genius we were able to see that the fruiting relationship between geographical discoveries, technical innovations and legal relations of logistics and insurance, and it is only the beginning, because the progress of discoveries, technical evolution, or saying it with other words the life relations to be regulated hasn´t finished yet.

The main goal of marine insurance was the defend the global commerce, and ocean shipping. While risk distribution has a great impact on damages and costs, it has a smaller

significance, than it should be, because carriers give only a little and not relevant information about damages. The reasons of limiting the liability of carriers (unforeseeable risks, preventing routine damages) are not based on significant researches.

The modern transport insurance is in the case of large corporations a global insurance program, where the umbrella insurance is often made by the parent company, or the whole concern, from which the local insurance policy can differ in some local specialties (fronting).

The modern transport insurance has a significant role not only in logistics, but in a wider meaning the supply-chain management, because after the spread of the just-in-time stocking and manufacturing method the risks of the companies have emerged substantially, compared to the time when most of the component were produces by themselves. For nothing the technical evolution, the change of the manufacturing method itself raises a lot the importance of the transport insurance contract.

The territorial and time scope of the transport insurance contract in past got wider and wider, with the Transit Clause it covers the necessary before, after and intermediate warehousing, transhipment, so because of the needs of industry commercial corporations, there is a tendency to reduce the gaps in the insurance cover. The transport insurance has special versions to give insurance cover for product loaned for exhibitions and museums, but I have to mention also the so called stock throughput clause, which is capable to give cover for raw materials, finished goods and works in progress during the transit, making the regulation more flexible.

We don´t have to forget, that in legal dogmatic consequential losses are more and more important, and including business interruption loses, and their radical versions, the so called pure financial and pure economic losses.

The technological development has a lot pf positive consequences, inclusive of avoiding most of the human errors, but it comes other technology types risks, and the transport insurers should be ready to deal with them.

AXA XL has made plans for using IoT (Internet of Things) sensors alongside sensitive marine cargo, and to be able to follow the complete supply chain by getting data. The sensors

and the usage of the supply chain data platform operated by Parsyl Inc. the following data can be mines and analysed: location, temperature, light, humidity and movement impact on cargo, so with its help they can give advanced practical damage prevention and mitigation of damages advices to their clients.[2]

This is an excellent example, that the pricing politics of insurers, exclusion of risks and liberation under the liability of insurer clauses are based on to small historical data, compared to actual (and mostly future) technical opportunities. The different types of sensor, cloud and other types of data storage device can significantly improve the amount of data available, which will enable insurers to make much more precise risk calculations with great knowledge fund, if they are transferred to insurance companies under the correspondent data protection rules.

We may not forget, that insurers have in a lot of cases only statistic data, the so called big data is in itself an development, but if there will be customer-baes data, it will enable insurers to create tailor-made insurance products.

Separate sensors and data storage system allow to investigate the cause and time of cargo damage in case of closed trucks and other closed vehicles from technical viewpoint, but from a legal point of view they may play an important role unifying multimodal carriage of goods and freight forwarding, not only in the field of insurance, in the field of the law of carriage of goods and freight forwarding.

The legal relation of insurance is based on the opportunity of the insured event to happen, which can differ from person to person, from insurable interest to insurable interest. Unfortunately, domestic insurers rest satisfied often with denying unjustly claims, and they don't accuse nobody, don't start criminal process nor in well-founded cases, statistical data on this field are gappy, so it should be changed by lawmakers users of the law. At least the Association of Hungarian Insurance Companies[3] agrees, that the insurers duty is only to pay grounded claims, but to deny unreasonable claims, to be abstract, both insurers and the

[2] ACCENTURE: *Technology Vision for Insurance 2019*. https://financialservices.accenture.com/rs/368-RMC-681/images/Accenture-Technology-Vision-for-Insurance-2019-Full-Report.pdf (2019. május 25.), 52. p.

[3] MAGYAR BIZTOSÍTÓK SZÖVETSÉGE: *A MABISZ észrevételei „A biztosítási kárrendezési gyakorlat lehetséges ügyfélközpontú javításáról" készített PSZÁF konzultációs anyaghoz*. Budapest, 2012, Magyar Biztosítók Szövetsége, https://www.mnb.hu/letoltes/karrendezes-mabisz.pdf 2. p. (2019. május 20.).

Association of Hungarian Insurance Companies have the duty to defend risk community following the law, the question is only which toolbox is the most efficient.

If one insured party´s goal is regularly to achieve insurance fraud, but his or her activity is revealed and blocked in an attempt stage, than he or she cannot be sentenced by the criminal court. Insurers theoretically have the right to terminate this contract, but in the case of duty of insurance contract formation, especially in the duty of double-sided insurance contract formation, the fraudulent insured remains in the system. According to the above-mentioned I think it would be reasonable to form a separate risk community for fraudulent insured parties in case of one-sided duty of contract formation by the insurers, but in the case of the double-sided version de lege ferenda the lawmaker should establish a separate risk community for fraudulent insureds.

Insurers have to rely on information given by other professionals, who try to be objective, but they are not always. Tobacco companies in the chemistry industry feel chemicals less risky, than others in the governmental or academic sector, this is the so-called affiliation vias. We can see a lot of examples, that insurers cooperate with technical companies, by getting relevant client-specific data be able to make more precis insurance mathematics calculations. In case of more precise statistics, insurers wouldn´t be forced to rely so much on estimations, so hopefully there will be the opportunity to make currently uninsurable risks – at least for additional premium – insurable, and hereby cover separate risk gaps in the field of supply chain. It cannot be emphasised enough, that through big multinational corporations outsource a large amount of their activities, they buy a lot of raw materials an unfinished products from suppliers making their operational (safeguarding, warehousing etc.) costs lower, they will have lower and lower direct control over their manufacturing process, so the importance of risk distributing insurance products will be higher and higher.

In my opinion there will be in the future more and more actual insurance policy and product, in which the insurer spreads the insurance cover not only over subcontractors, but other forms of contributors and subsidiaries, parties of outsourcing contracts, to align to modified manufacturing and sales structures.

Usage of self-driving (autonomous) vehicles is in an experimental stage, it will spread definitely not only in passenger transport services, but in the carriage of goods and freight forwarding, indicating lawmakers and users of the law to rethink damage prevention and mitigation of damages questions.[4]

In this frame it can be questioned, that separate software updates, change and upgrade of processors and other hardware, but mostly the self-learning capability of artificial intelligence would erode and in which amount the punctual usage of insurance statistics?

I suppose that insurers and insurance intermediaries have to follow the technical evolvement of their clients. The insurers´ software will evidently develop both in processing capacity and analysing, cognitive skills, but meanwhile insurance lawyers and insurance mathematics have to work on due processes and algorithms, how an in which case should old data not to be used or only proportioned used because of the change of client´s risks, using the *clausula rebus sic stantibus clause*.

The evolution of insurance economics models hasn´t finished yet. Thanks to innovation sensors a spreading, and their prices are dropping, and with their help insured parties got new data, which they can forward to the insurer under data protecting law, making possible with the use of data mining, big data to make insurance premiums fairer, in a wider approach creating more fair insurance general contract terms. According to Hungarian firms the usage-based insurance model is applicable best in the field of casco, third-party liability and transport insurance, the latest meant to be the most complex insurance branch.

The arrival of fairer, insurance contract oriented to the real risks will create a great development. Currently lot of insurers don´t collect detailed data from contracting parties because the lack of their administrative capacities and because their clients doesn´t like to spend their time with administrative activities.

[4] VERMES ATTILA: *Legal Correlation between Transport Insurance Premiums and FinTech Revolution*. Dublin, 2018, 1-13. p. https://aetransport.org/en-gb/past-etc-papers/search-all-etc-conference-papers?abstractId=5980&state=b (2019. február 21.).

If the insurer knows exactly the volume of the overspending, knows the number of unlawful changes of traffic lanes, the number of volume of overriding maximum axle loads and other similar types of risk, than it is possible to calculate much more precise insurance premiums.

These questions react of course with the behaviour of the clients, because law-abiding clients with reducing premium will form insurance contract with greater probability, whereas more risky clients will be motivated through the reform of the insurance premiums to cooperate closet with the insurers, to innovate their safety procedures and make other damage prevention and other steps to mitigate risks.

This scenario can be imagined only with punctual following of insurance secret rules, and with mutual trustfulness among contracting parties. Manufacturers carefully defend their trade secrets, know-hows, intellectual properties, they don't make it public to willingly, especially if we talk about data about pre-manufacture car, prototype before public new event. On the contrary, insurers need as much relevant information as possible, so of course choosing an insurer will be a more fiduciary question, than until now.

The insured party enjoys the virtue of safety, even if there is no real damaging insured event. The profit of safety if not only emotional, but also economic: the insured party is able to use his or her stock profitable, without reserving if for the possible occurrence of an uninsured event. From the viewpoint of the society, underwriting risk from a member of the society could be profitable and not profitable also. There should be an efficient risk distribution to let insurance work favourable. In my opinion lawmaker has to support this economically an socially useful risk distribution method based on solidarity *de lege ferenda* with tax benefits instead of using dedicated extra taxes for the insurance industry.

Using risk managers is a well-founded method for big and sometimes for middle-sized companies also because of the variegation of the presented insurance clauses, but this not nullifies the need for using insurance intermediaries, in my opinion this makes the cooperation easier between insureds and brokers, agents.

Similarly, the evolution of transport modalities hasn't finished yet, in the short future we will use drones for parcel-post carriage of goods activities,[5] and sooner or later we will carry good in the space even for interplanetary distances (which is today only a plan), but in this case we will have to use some presented legal maxims of medieval marine insurance because of the correlation of geographical distance and the speed of radio signals. Because of the overpopulation and crowded streets, public road traffic cannot be developed after a stage, so surely, we will see air transport modality rising in importance in the future.

Insurers has to adapt continuingly to changing regulable life relations, from the viewpoint of damage prevention in the medieval ages it was important to keep three cats on board, today insurers judge the riskiness of drones (which can be qualified as semi-automatic vehicles) via having or not GPS, fail-safe mode and go-home function in case of the loss of radio signals, in platooning the speed of communication between vehicles is the most important safety question, but I´m sure that carriage of goods in the space will have the its own rules of damage prevention and mitigation of risk.

Maybe it look funny if we speak about that the insured party knows or not the coordinates his truck or other vehicle in the time of evolution of different global satellite positioning systems (American GPS, Russian GLONASS etc.), but de evolving geographical distances compared to the constant speed of radio signals it is even more important to leave retroactive cover in the legal instruments of insurance law.

The legal regulation of insurance contract is an excellent sample of being unable to create adequate contractual and tort rules without knowing exactly the legal and economic aspects of insurability, in particular that insurers and their alliances take part actively and regularly creating international conventions for tort rules.

Law and economics suppose that insurers are profit-maximising corporations, so this discipline doesn´t care about mutual insurance associations and insurance cooperatives, especially it ignores the symptom of solidarity.

[5] About insurance law and drone see more detailed: MISKOLCZI-BODNÁR PÉTER: A felelősségbiztosítás szerepe a drónkárok visszaszorításában és a károsultak helyzetének megkönnyítésében. *Biztosítás és Kockázat,* 2018. 1. sz. 22-29. p.

Insurability is not a fixed category according to the above mentioned, it is a persistently changing category because of changing insurable premiums, more and more risk-minded clients, change of the estimated riskiness of activities and better knowing of real riskiness factors. The importance of co- and reinsurance will rise big industrial insurance program due to the growing global concerns, but there is also a sample in the car industry that a big manufacturer has its own insurance and insurance intermediary company too.

Insurers probably have to change their exclusion clauses of aesthetic damages (for example small scratches) due to the evolution of transport devices and packaging materials, expectedly, the insurance of fine arts, as a special branch of transport insurance can give relevant legal solutions for damage prevention and mitigation of damages.

There is lot do in the field of unification, but at least harmonisation of transport insurance law. Relying on the current results of comparative law, efforts has to be taken to improve and disseminate the current trials of comparative law. Transport insurance can lead the way in front of other damage insurances according to its international character and the exceptional role of reinsurance.

We should take notice of the protection of the aggrieved party, the fast compensation. Probably in the case of the spread of autonomous vehicles the volume of accidents will drop significantly, but judging contractual or tort liability could be much more slower and costly, than nowadays.

I suggest to take once more into account the theses of EHRENZWEIG about no-fault insurance theory, but in a modernised and adapted form to changing circumstances but only in order to compensate aggrieved parties faster.

Respecting the legal traditions of marine insurance, I hold to say theoretically, that the scope of transport insurance law has to be widened in the future for unimodal a multimodal transport without ocean modality in the future.

Transport insurance law – party because of rules of insurable interest – has to imply the the social and moral judgment of the given life relationship, its hardness is underlined by several cited sample of polite literature.

Upon economical pleas gambling gives nothing to wealth of the society. On the contrary, it misleads resources because of the marginal utility theory (Rule I. of Gossen). Upon social pleas, gambling makes some people excited, which derogates the self-résistance. In such cases the derogation of social connections, especially connections to family and family obligations create situations we have to take attentions to be solved by other parties of the society.

We can mention several ethical considerations: it stimulates for egoism and greediness. Insurance general contract terms have exceptional role in ruling safety standards. As a part of active risk management insurers oblige sometimes obliged parties to take steps in order to avoid losses, and these obligations are preconditional to form an insurance contract.

It cannot be forgotten that insurers of damage insurance can give concrete orders, which can be also much precise, faster and concrete.

Next to damage, liability and social insurance for catastrophe damages would be adequate to create and operate a state fund, because the natural, industrial, terror and other catastrophes are at least pushing the envelope of system of self-reliance.

On the impact of big catastrophes reinsurers raise their reserves, improve and update their risk-managing methods, the create special catastrophe-models and bonds, [6] but we have to think about the limit of private sector and the necessity of state intervention[7] in case of uninsurable risks, risk segregation and catastrophes causing much more damages from the viewpoint of quantity and geography.

It cannot be translated the reduce the support of self-reliance, and we have to pay attention to the efficient cooperation between the public and private sector.[8]

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[6] See cat-bonds and risk-linked securities, see more detailed: DÉNES BEATRIX: A katasztrófa-kockázatok biztosításának kérdései – nemzetközi kitekintés. *Biztosítási Szemle* 2006. november-december.

[7] In Hungary there is a hail-prevention system operated by the Hungarian Chamber of Agriculture, Food, and Rural Development using the data of the National Atmospheric Administration (JÉGER).

[8] Of course it is also important, that during operating the state catastrophe-fund public money has to be spend prudently, and this fund has to be directed be well and adequately qualified persons. For international catastrophe insurance schemes see: UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT: *Comparative examples of existing catastrophe insurance schemes*. New York, 1995, UNCTAD/SDD/INS/11.

According to sociologists, the most important factors of life are to have food, clothes, then safety, avoidance of stress and to buy quietude. According to psychologists, compensation has to be paid sometimes by the tortfeasor, or at least he or she has to pay higher insurance premium. Upon this I suggested that the real lawmakers and the quasi lawmakers (insurers) have to keep in case of minimum third-party liability insurance the functions of liability insurance, but I qualify from a professional viewpoint in the case of other damage insurances to upgrade the level of clients´ information about loss prevention and mitigation of damages.

Insurance law, and insurance itself was never independent from the psyche of individuals. Making business decisions (specially forming contracts) had always the question a risk estimation, so the legal research of transport insurance can be upgraded to multidisciplinary research involving specialists from the field of decision-making and psychology. During this research it could be exceptional interesting to search for new synergies through using the history and interaction between insurance law and solidarity, with respect of the relevant probability theory and logistics aspects.

The results of the dissertation could be suitable for use by courts, because in the dissertation I analyse a lot of contracts and clauses, which are not processed in the domestic legal literature, and the dissertation could be suitable also for improve the practice of insurers, in the mirror of the number of processed foreign judgements. In my judgement the results of the dissertation being gap filler and being a synthesis work will be suitable in the case of a codification with logistical approach, but furthermore it can be able to help the inner improvement of insurance law.

IV. Publications of the Author Related to the Dissertation´s Theme

1) „A szerződési jog reformja és a biztosítási szerződés.” *XI: AIDA Budapest Biztosítási Kollokvium*, JOG ÁLLAM POLITIKA 2011. 3:2 161-167. p. 2011.
2) A biztosítási jog európaizálása: a szállítmánybiztosítási modelltörvény, *JOG ÁLLAM POLITIKA: JOG- ÉS POLITIKATUDOMÁNYI FOLYÓIRAT* 2009. 1 : 2 102-116. p.
3) A biztosítási jog fogyasztóvédelmi aspektusa. In Svéhlik Csaba szerk.: *II. Kheops Tudományos Konferencia előadáskötet*. Mór, 2007, KHEOPS Automobil-Kutató Intézet, 205-214. p.
4) A biztosítási szerződés érvénytelensége. In Pusztahelyi Réka (szerk.) *A magánjogi kodifikáció eredményei: POT XV. tanulmánykötet: Polgári jogot oktatók XV. Országos Találkozóján 2009. június 12-án elhangzott előadások szerkesztett anyaga*. Miskolc, 2010, Novotni Kiadó 153-163. p.
5) A jogi felelősség és a felelősségbiztosítás egymásra hatásának egyes kérdései. In Egresi, Katalin (szerk.): *Fiatal Oktatók Tanulmányai 4.* Győr, 2006, Universitas-Győr Kht., 161-180. p.
6) A nemzetközi közúti árufuvarozók felelősségbiztosítása, *THEMIS: AZ ELTE ÁLLAM- ÉS JOGTUDOMÁNYI DOKTORI ISKOLA ELEKTRONIKUS FOLYÓIRATA*, 2007. június 63-73. p.
7) Egyoldalú (klaudikáló) kógencia a biztosítási jogban. In Mankovits Tamás – Molnár Sándor Károly – Németh Sarolta szerk.: *Tavaszi Szél konferenciakiadvány 2007*. Budapest, 2007, Doktoranduszok Országos Szövetsége, 557-581. p.
8) Fejezetek a kereskedelmi jog történetéből. In Veress Emőd (szerk.): *Kolosváry Bálint Emlékkötet*. Kolozsvár, Erdélyi Református Egyházkerület, 2015, 367-375. p.
9) Fejezetek a nemzetközi szállítmánybiztosítás köréből. In Svéhlik Csaba (szerk.): *III. KHEOPS Tudományos Konferencia : Útkeresés az üzleti és a közszférában*. Mór, 2008, Kheops Automobil-Kutató Intézet, 264-273. p.
10) Insurance Law in the Mirror or Economic Crisis. Dávid, R.; Neckář, J.; Sehnálek, D. (eds.): *COFOLA 2009 : the Conference proceedings*. Brno, 2009, Masaryk University, 2009, 319-323. p.

11) Kereskedelmi szokványok a szállítmánybiztosításban. *Jogi Tanulmányok* 2010. 14:3 201-210. p.

12) *Legal Correlation between Transport Insurance Premiums and FinTech Revolution*. Dublin, 2018, 1-13. p. https://aetransport.org/en-gb/past-etc-papers/search-all-etc-conference-papers?abstractId=5980&state=b (2019. február 21.).

13) New Challenges in the Field of European Insurance Law. In Glavanits Judit – Horváthy Balázs – Knapp László (eds.): *The Influence and Effects of EU Business Law in the Western Balkans*. Győr, 2018, Széchenyi István Egyetem Deák Ferenc Állam- és Jogtudományi Kar, Nemzetközi Köz- és Magánjogi Tanszék 2018, 189-199. p.

14) Reform of the Hungarian Civil Code. In Radovan, David; Jan, Neckař; Martin, Orgonik; David, Sehnalek; Jaromir, Tauchen; Jiři, Valdhans (szerk.) *Europeanization of the national law, the Lisbon Treaty and some other legal issues : COFOLA 2008, Conference Proceedings*. Brno, 2008,Tribun, 1358-1366. p.

15) *Relationship between Transport Law and Insurance Law.* Barcelona, 2017, Association for European Transport, 1-11. p. https://aetransport.org/public/downloads/T7P4N/5363-59d331c193b41.docx (2017. november 15.).

16) Szállítmánybiztosítás a multimodális fuvarozásban. In Bihari Mihály - Patyi András (szerk.): *Ünnepi kötet Szalay Gyula tiszteletére, 65. születésnapjára*. Győr, Universitas Győr, 2010, 566-576. p.

17) *Szállítmánybiztosítás és felelősség.* http://www.aidahungary.org/wp-content/uploads/2014/02/sz%C3%A1ll%C3%ADtm%C3%A1nyoztat%C3%A1s_2008_10AIDA.pdf (2018. október 10.).

18) Tengeri és légi felelősségbiztosítás. *Külgazdaság Jogi Melléklete.* LXX. 11-12., 151-171. p.

19) Transport Insurance in the Principles of European Insurance Contract Law (PEICL). In Sanz, Fernando Martínez – Petit Lavall, Maria Victoria eds.: *Estudios Sobre Derecho y Economía del Transport: Reforma y Liberlización*. Madrid, 2009, Editorial Tecnos, 819-832. p.