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UTICAJ PANDEMIJE KOVIDA 19 NA OSIGURANJE

PREGLEDNI RAD

Apstrakt

U ovom radu autor analizira uticaj pandemije kovida 19 na unutrašnje i spoljne aspekte organizacije osiguravača, a pogotovo na uslove osiguranja. U uvodnom delu daju se opšte napomene o uticaju pandemije na društvo i privredu i opredeljuje se predmet rada. U drugom delu autor istražuje način na koji su osiguravači reagovali na nove uslove rada i ponašanje u odnosu na sopstvenu organizaciju i u odnosu na javnost i osiguranike, kao i određeni razvoj na makroekonomskom i političkom nivou u vezi s pokrivanjem gubitaka zbog kovida 19. Autor zaključuje da je bilo opravdano određeno kašnjenje u donošenju izmena i dopuna liste zaraznih bolesti, da osnovna karakteristika proširenja pokrića za kovid 19 domaćih osiguravača nije nadoknada troškova lečenja, već isplata dnevne nadoknade i pružanje informacija i određenih usluga. Takođe, autor zaključuje da upotrebljene formulacije radi isključenja rizika od zaraznih bolesti mogu stvoriti određene nedoumice u pogledu toga da li se neki štetni događaj može smatrati i osiguranim u zavisnosti od okolnosti i trenutka njegovog nastanka i odredaba pozitivnih propisa.

Ključne reči: *pandemija, kovid 19, zarazna bolest, osiguravajuće pokriće, uslovi osiguranja*

I. Uvod

Ljudska civilizacija se tokom svoje istorije susretala s mnogim prirodnim opasnostima čija je realizacija nanosila materijalnu štetu i bila uzrok povreda i smrti većeg broja stanovništva. Slično tome, ostvarenje zdravstvenih rizika pandemijskog

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karaktera dovodi do obolevanja velikog broja ljudi od nepoznate bolesti koja se širi u celom svetu sa čoveka na čoveka i izaziva teške posledice.² Pandemija predstavlja izbijanje infektivne bolesti koja zahvata velike geografske oblasti u celom svetu i visoke je rasprostranjenosti u velikom delu svetskog stanovništva, što se dešava u roku od samo nekoliko meseci.³

Iz ovako postavljene definicije proizlazi da pandemija ne postoji u vezi s bolestima koje nisu zarazne, bez obzira na to koliko se one ispoljavaju s teškim simptomima i posledicama, kao i to da zaraza zahvata sve ili veći broj kontinenata. Tokom istorije zabeleženi su slučajevi pandemija kuge, kolere i gripa koje su bitno uticale na način života i ponašanje ljudi. Jedna od najsmrtonosnijih bila je pandemija španskog gripa koja je izbila na kraju Prvog svetskog rata 1918. godine i od koje je umrlo između 20 i 40 miliona ljudi. Virus španskog gripa pojavio se najpre u Evropi, a zatim se proširio u SAD i delove Azije.⁴

Kriza usled kovida 19, na najgori mogući način, pokazala je koliki je nivo pripremljenosti i kapaciteta nacionalnih zdravstvenih sistema i kvaliteta upravljanja rizikom. Na primer, Artur Vajns, savetnik Svetske zdravstvene organizacije za klimatske promene, u svom istraživanju za Svetski ekonomski forum naveo je da bi Haiti bio pripremljeniji za oporavak od dugoročnih posledica uragana „Metju“ (Matthew) iz 2016. godine, koji je sam po sebi bio pojačanog intenziteta zbog klimatskih promena, da su Haičani raspolagali otpornim i dobro opremljenim zdravstvenim sistemom.⁵ Tedros Gebrejesus, predsednik Svetske zdravstvene organizacije, potvrdio je da se neke države muče s nedostatkom kapaciteta, nekima nedostaju resursi, dok neke imaju problem sa posvećenošću borbi protiv pandemije.⁶ S druge strane, ni daleko bogatije države ne snalaze se mnogo bolje u uslovima pandemijskog rizika, možda i zbog toga što je svetska privreda prilagođena efikasnosti i profitabilnosti, a ne otpornosti na vanredne i, samim tim, retke štetne događaje, ali da je, kao i u slučaju šteta zbog klimatskih promena, bogatstvo, dugoročno gledano, najbolji garant mogućnosti brzog oporavka.⁷ Ipak, čini se da ljudski poroci kao što su pohlepa, egoizam, opšti nedostatak moralnih

² World Health Organization. *What is a pandemic?*, 24 February 2010, https://www.who.int/csr/disease/swineflu/frequently_asked_questions/pandemic/en/, posećeno 15. 1. 2021.

³ Kara Rogers (ed). "Pandemic", *Encyclopædia Britannica*, <https://www.britannica.com/science/pandemic>, posećeno, 15. 1. 2021; Zakon o zaštiti stanovništva od zaraznih bolesti, *Službeni glasnik RS*, br. 15/2016, 68/2020 i 136/2020, čl. 2, st. 1, tač. 9.

⁴ Kara Rogers (ed). "Pandemic", *Encyclopædia Britannica*, <https://www.britannica.com/science/pandemic>, posećeno, 15. 1. 2021.

⁵ Arthur Wyns. "How our responses to climate change and the coronavirus are linked", *The World Economic Forum Covid Platform*, 2 April 2020, <https://www.weforum.org/agenda/2020/04/climate-change-coronavirus-linked/>, posećeno 15. 1. 2021.

⁶ Tedros Adhanom Ghebreyesus. "Coronavirus: What is a pandemic and why use the term now?", *BBC News Services*, 11 March 2020, <https://www.bbc.com/news/health-51358459>, posećeno 15. 1. 2021.

⁷ Robert Colville. "Capitalism is not to blame, it's our escape route out of this mess", *Financial Times*, May 1 2020, <https://www.ft.com/content/10db1944-8b85-11ea-a109-483c62d17528>, posećeno 15. 1. 2021.

standarda i delovanje koje odstupa od tih vrednosti i ispravnog čovekovog ponašanja, kao što je to ukazano u teoriji (ponovo – prim. aut.), ugrožava zajedničko dobro.⁸

Pandemija virusa kovida 19 iz grupe koronavirusa danas određuje smer i obim svetske zdravstvene krize, jer predstavlja najveći izazov te vrste još od humanitarne katastrofe izazvane španskim gripom. Međutim, pored zdravstvene krize, današnja pandemija prouzrokovala je i neverovatnu opštu krizu, jer ima potencijal da proizvodi razorne društvene, ekonomske i političke posledice koje će, prema stavu Ujedinjenih nacija, ostaviti duboke i dugoročne ožiljke.⁹ Preduzetnici i firme u celom svetu suočeni su s katastrofalnim gubicima zbog toga što ih je novi koronavirus prinudio da smanje svoje poslovanje ili da ga potpuno ugase u situaciji kada većina njih nema osiguravajuće pokriće za slučaj pandemije,¹⁰ dok su u SAD milioni ljudi izgubili radno mesto i time i zdravstveno osiguranje po osnovu radnog odnosa.¹¹ Pandemija kovida 19 umnogome je povećala obim elektronske kupovine i primene digitalnih rešenja potrošačke samoposluge, dok osiguravači koji se bave neživotnim osiguranjima, koji su u prethodnom periodu uložili dosta u digitalizaciju, posle izbijanja pandemije ubiraju plodove zadovoljnih osiguranika koji prvi put zaključuju osiguranje, kao i postojećih osiguranika,¹² ali je to donelo i izazove u vezi s informatičkim kriminalom.¹³ S druge strane, što kriza duže traje, za poslovne planove osiguravača kvalitet i obim usluga trećih lica koja im pružaju različite usluge mogu da budu od ključne važnosti. Tako može doći do pogoršanja informatičkih (IT) i drugih usluga podrške zbog internih problema ili problema s prodavcima.¹⁴

⁸ Snežana Videnović, „Poslovna etika u doba korona virusa“, *Tokovi osiguranja*, XXXVI(2), 2020, str. 54.

⁹ United Nations Development Programme. COVID-19, <https://www.undp.org/content/undp/en/home/coronavirus.html>, posećeno 15. 1. 2021; Gary Shaw, „Potential implications of COVID-19 for the insurance sector“, *Deloitte LLP, UK, Deloitte Insights*, 18 March, 2020, <https://www2.deloitte.com/uk/en/insights/economy/covid-19/impact-of-covid-19-on-insurers.html?id=us:2em:3pa:financial-services:eng:di:031720>, posećeno 15. 1. 2021; Jelena Kočović, Tatjana Rakonjac-Antić, Marija Koprivica, „Rizik pandemije – pretnja ili šansa za delatnost osiguranja?“, *Evropska revija za pravo osiguranja*, XIX(2), 2020, str. 12.

¹⁰ Hanna Ziady, „It's too late for this pandemic. But everyone wants insurance against the next one“, *CNN Business*, March 19, 2020, <https://edition.cnn.com/2020/03/19/business/pandemic-insurance-coronavirus/index.html>, posećeno 15. 1. 2021.

¹¹ Sheryl Gay Stolberg, „Millions Have Lost Health Insurance in Pandemic-Driven Recession“, *The New York Times*, July 13, 2020, <https://www.nytimes.com/2020/07/13/us/politics/coronavirus-health-insurance-trump.html>, posećeno 15. 1. 2021. O uticaju trenutne pandemije na privredu SAD, videti kod: Kristina Gavrilovic, Milos Vucekovic, „Impact and consequences of the Covid-19 virus on the economy of the United States“, *International Review*, No. 3–4/2020.

¹² „Pandemic Stay-at-Home Experience Raises P/C Insurers' Bar for Delivering Digitally“, *Insurance Journal*, June 2, 2020, <https://www.insurancejournal.com/news/national/2020/06/02/570726.htm>, posećeno 15. 1. 2021; Jelena Kočović, Tatjana Rakonjac-Antić, Marija Koprivica, „Rizik pandemije – pretnja ili šansa za delatnost osiguranja?“, *Evropska revija za pravo osiguranja*, XIX(2), 2020, str. 13.

¹³ Petar Čelik, Miodrag Komarčević, Milovan Dimić, „Konvergencija pandemije kovid 19 i sajber kriminala: Kontekst i opseg“, *Megatrend revija*, 17(4), 2020.

¹⁴ PwC United States. COVID-19 and the insurance industry, <https://www.pwc.com/us/en/library/covid-19/covid-19-and-insurance-industry.html>, posećeno 15. 1. 2021.

U ovom radu istražujemo kako je domaća delatnost osiguranja reagovala na sopstvenu organizaciju poslovanja, ali i na opravdana očekivanja za osiguravajućim pokrićem pandemijskog rizika, odnosno obolevanja od kovida 19. Pre nego što pređemo na glavno izlaganje, treba imati u vidu da se pod infekcijom koronavirusom mogu smatrati teški akutni respiratorni sindrom, oboljenje prouzrokovano novim sojem koronavirusa, kao i sve mutacije ili varijacije tog virusa.¹⁵ U širem smislu, osiguravajuće pokriće može se odnositi i na troškove nastale zbog dobrovoljne ili prinudne izolacije posle infekcije koronavirusom.

II. Unutrašnje i spoljne implikacije samoorganizovanja osiguravača u uslovima pandemije

Posle izbijanja pandemije i širenja zaraze, radi očuvanja održivosti poslovanja makar i u smanjenom obimu, osiguravači su prvo morali da zaštite zdravlje i bezbednost svojih zaposlenih.¹⁶ Podrška IT funkcije ima vitalan doprinos manjem prekidanju redovnih poslova i izvršavanja zadataka u društvu za osiguranje zbog rada zaposlenih od kuće, pogotovo u slučaju potrebe rešavanja tehničkih problema u slučaju audio-video radnih sastanaka, prodaje osiguranja ili prijave šteta elektronskim putem ili preko aplikacije na internetu itd. Kako su se društva za osiguranje, kao i sve organizacije u državi, pripremale za rad na daljinu i bez socijalnog kontakta, tako su se postavila i pitanja obezbeđivanja tehničkih uslova za takav rad. Posedovanje prenosnih ili stonih računara (poželjno onih koje je nabavila firma), virtuelna privatna mreža za bezbedno povezivanje na daljinu s važnim poslovnim aplikacijama, pomoćna oprema za grupnu audio, video i ekransku komunikaciju predstavljali su osnovnu pretpostavku nastavka rada bez većih prekida.¹⁷ Pored toga, uočeni su i drugi primeri prilagođavanja radu u uslovima fizičkog udaljavanja radi sprečavanja prenošenja zaraze. Tako je u Austriji osiguravač „Generali“ otvorio besplatne telefonske linije radi pružanja pomoći i u slučajevima preopterećenosti zbog dece i posla, straha od budućnosti i nezaposlenosti, kao i usamljenosti i izolacije.¹⁸ Postoje i osiguravači koji na svojim internet stranama daju odgovarajuća objašnjenja

¹⁵ Zakon o zaštiti stanovništva od zaraznih bolesti, čl. 5, st. 1, tač. 5, podtač. 2, al. 5 i 6; Tokio Marine Kiln Syndicates Limited. *Credit Card & Payment Protection Insurance Policy Terms & Conditions*, PC_CCP-PINB_PW_TMK_V6_0620, 2020, str. 4.

¹⁶ Gary Shaw. "Potential implications of COVID-19 for the insurance sector", *Deloitte LLP, Deloitte Insights*, 18 March, 2020, <https://www2.deloitte.com/uk/en/insights/economy/covid-19/impact-of-covid-19-on-insurers.html?id=us:2em:3pa:financial-services:eng:di:031720>, posećeno 15. 1. 2021.

¹⁷ Gary Shaw. "Potential implications of COVID-19 for the insurance sector", *Deloitte LLP, Deloitte Insights*, 18 March, 2020, <https://www2.deloitte.com/uk/en/insights/economy/covid-19/impact-of-covid-19-on-insurers.html?id=us:2em:3pa:financial-services:eng:di:031720>, posećeno 15. 1. 2021.

¹⁸ Wolfgang Rohrbach. „Dejstvo krize izazvane korona virusom na osiguranje“, *Evropska revija za pravo osiguranja*, XIX(2), 2020, str. 4.

i informacije o kovidu 19, merama zaštite, kako se ponašati i šta ne raditi, kao i internet adrese relevantnih nacionalnih institucija koje se bave preduzimanjem mera protiv zaraze koronavirusom, najnovije informacije i savete.¹⁹ A postoje i oni koji su izložili odgovore na najčešća pitanja osiguranika u vezi s putnim osiguranjem, koji tip putnog osiguranja im je potreban, da li ispunjavaju uslove da bi mogli zaključiti putno osiguranje, koja dopunska pokrića mogu da kupe, da li se i pod kojim uslovima pruža pokriće od kovida 19 itd.²⁰ Londonski „Lojd“ je već početkom marta 2020. godine, donošenjem standardne ugovorne klauzule,²¹ omogućio automatsko produženje ugovora o osiguranju i ugovora o reosiguranju ako su reosiguravači, reosiguranici ili njihovi brokeri, nedelju dana pre isteka ugovora, bili sprečeni da uđu u „Lojdvu“ poslovnu zgradu bilo zbog zabrane od strane Korporacije „Lojd“ (*Corporation of Lloyd's*), bilo zbog uvođenja karantina ili ograničenja kretanja ljudi na osnovu naredbe nacionalnog ili međunarodnog organa ili institucije, ali pod uslovom da to ne povećava obavezu (re)osiguravača.

Domaća društva su i pre izbijanja krize oglasila svoje podatke za kontakt (telefonske brojeve kontakt centara, elektronske adrese, internet stranice, naloge na društvenim mrežama ili samostalne aplikacije) preko kojih su klijenti mogli da ih kontaktiraju, dok su istovremeno omogućavali produženje polisa putnog osiguranja osiguranika koji su se zatekli na putu u inostranstvu i produženje polisa osiguranja preko osiguranikovih bliskih lica,²² kao i proširenje pokrića za osigurana lica putnog zdravstvenog osiguranja, bez dodatnog plaćanja.²³ Sledstveno kriznom vremenu u kojem se nalazimo, u delatnosti reosiguranja, tradicionalni Kongres reosiguranja u Baden-Badenu, koji se organizuje svake godine u trećoj nedelji oktobra, 2020. godine održan je tako što su se reosiguravači i reosiguranici sastajali putem video-poziva.

Na makroekonomskom i političkom nivou, u razvijenim državama traže se rešenja za pokriće trenutno neosigurljivog rizika kakav je kovid 19. Tako su Francusko udruženje osiguravača (*Fédération Française de l'Assurance*) i Ministarstvo privrede Francuske zajednički pokrenuli inicijativu za formiranje javno-privatnog fonda za isplatu paušalne osigurane sume ako budu prinuđeni da likvidiraju poslovanje neposredno prouzrokovano štetnim događajem kao što je kovid 19, ali samo u slučaju

¹⁹ AXA Health, <https://www.axahealth.co.uk/update-on-coronavirus/>, posećeno 15. 1. 2021; DDOR Novi Sad. EPIDEMIK PROTEKT, <https://www.ddor.rs/epidemik-protekt/>, posećeno 15. 1. 2021.

²⁰ Allianz Assistance, <https://www.allianz-assistance.co.uk/help-and-advice/faqs-centre/travel-insurance-faqs.html>, posećeno 15. 1. 2021.

²¹ Limited Automatic Extension – Prevention of Access to Lloyd's of London, LMA5392, 12 March 2020.

²² „Generali osiguranje Srbija“. „Omogućena obnova polise putnog osiguranja iz inostranstva“, 20. 3. 2020, <https://www.generali.rs/media/omogucena-obnova-polise-putnog-osiguranja-iz-inostranstva.1142.html?newsId=221#>, posećeno 15. 1. 2021.

²³ Wiener Stadtische Osiguranje. „Proširenje VIP pokrića za Putno zdravstveno osiguranje – Covid-19“, 22. 7. 2020, <https://wiener.co.rs/vesti/prosirenje-vip-pokrica-za-putno-zdravstveno-osiguranje-covid-19/>, posećeno 15. 1. 2021.

kada francuska država donese odluku o obaveznom zatvaranju poslovnih delatnosti.²⁴ Slično tome, u SAD se tokom 2020. godine razmatralo donošenje Zakona o osiguranju pandemijskih rizika na osnovu kojeg bi se uspostavio Program reosiguranja pandemijskih rizika.²⁵ Učešće osiguravača bilo bi dobrovoljno, pri čemu bi oni koji učestvuju u programu bili obavezni da u svim polisima osiguranja od prekida rada ponude pokriće za hitne slučajeve u javnom zdravstvu u vezi s izbijanjem zaraznih bolesti ili pandemijom, pod uslovom da je to konstatovano aktom Ministarstva zdravlja. Taj program bi reosiguravao obaveze osiguravača do iznosa od milijardu dolara kada, iz pokrivene vanredne situacije u javnom zdravstvu, one premaše 250 miliona dolara. Osiguranje prekida u poslovanju obuhvata, pored osiguranja imovine, i finansijske gubitke zbog otkazivanja događaja i ostale gubitke pod uslovom da su posredi gubici nastali u periodima neobavljanja delatnosti.

III. Uticaj kovida 19 na uslove osiguranja

Po tradiciji, rizici koji nisu postojali u prošlosti nisu bili predmet ni pokrića ni isključenja u opštim i posebnim uslovima osiguranja. Vesti i saznanja o razmerama i mogućim posledicama obolevanja od kovida 19, epidemiološke mere i prilagođavanje novim uslovima rada, kao i dileme u vezi s osiguravajućim pokrićem osiguranika, stvorili su potrebu da osiguravači reaguju. Uslovi osiguranja koji su primenjivani pre izbijanja epidemije/pandemije, po pravilu, nisu pružali ovu vrstu pokrića, poimence za koronavirus, niti su u spisku nepokrivenih rizika i šteta izričito isključivali takvu obavezu. Možda je za to jedan od razlog taj što od epidemije velikih boginja (variole vere) 1972. godine u Jugoslaviji decenijama nije bilo neke tako teške bolesti s potencijalom brzog širenja zaraze i visokom smrtnošću. U Zakonu o zaštiti stanovništva od zaraznih bolesti navedene su zarazne bolesti za koje se sprovodi epidemiološki nadzor i mere sprečavanja i suzbijanja, a izmenama i dopunama tog zakona iz novembra 2020. godine kao bolesti koje se prenose vazduhom po prvi put su navedeni: težak akutni respiratorni sindrom (SARS) i kovid 19, bolest koju izaziva virus SARS-CoV-2. Iako nove usluge osiguranja od prekida rada zbog ostvarenja pandemijskih rizika nisu jeftine, one se nude svim vrstama privredne delatnosti, od restorana do firmi za produciranje filmova i maloprodajama u elektronskoj trgovini ako se pojavi neki novi virus.²⁶

²⁴ AXA XL. "European reinsurance renewals in exceptional times", November 11, 2020, <https://axaxl.com/fast-fast-forward/articles/european-reinsurance-renewals-in-exceptional-times>, posećeno, 17. 1. 2021.

²⁵ A Bill to establish a Pandemic Risk Reinsurance Program, 116th Congress, 2d Session, The House of Representatives, H. R. 7011, May 26, 2020.

²⁶ Noor Zainab Hussain. "Pandemic-proofing: Insurance may never be the same again", Reuters Business News, July 10, 2020, <https://www.reuters.com/article/us-health-coronavirus-insurance-products-idUSKBN24B0RD>, posećeno 15.1.2021.

Uvidom u uslove osiguranja, konstatovali smo da su osiguravači brzo reagovali i u svoje uslove osiguranja lica uneli odgovarajuće formulacije kojima se obaveza osiguravača isključuje u slučaju epidemijskih i pandemijskih rizika. To je u usluzi dobrovoljnog zdravstvenog osiguranja troškova lečenja srpskih osiguravača izrečeno sledećim formulacijama: (1) „za povrede i bolesti koje su posledica epidemije” ili, (2) „epidemija i pandemija većeg značaja koje podrazumevaju pojavu težih oblika zaraznih bolesti, uključujući i smrtni ishod”. U prvom slučaju, upotreba pojma „epidemija” ukazuje na to da se iz pokrića isključuju obaveze osiguravača nastale zbog povreda i oboljenja od zaraznih bolesti koje privremeno imaju visoku prevalencu (udeo obolelih ili sa određenim stanjem u ukupnoj populaciji u određenom trenutku ili tokom određenog perioda²⁷). Budući da navedeni pojam ne obuhvata i slučaj „pandemije”, može se postaviti pitanje da li ovo isključenje važi i u tom slučaju i da li u slučaju izbijanja pandemije postoji obaveza osiguravača na nadoknadu troškova lečenja od kovida 19. Druga varijanta isključenja predstavlja obuhvatnije rešenje, ali i u njemu postoji jedna nedoumica. U razmatranim uslovima osiguranja nema definicije, ni bližeg objašnjenja šta znači izraz „većeg značaja”, pa ga treba tumačiti u smislu Zakona o zaštiti stanovništva od zaraznih bolesti, po kojem epidemija od većeg epidemiološkog značaja označava pojavu teških kliničkih oblika zaraznih bolesti i/ili smrti od zarazne bolesti, pri čemu postoji opasnost od nastanka težih ekonomskih i društvenih posledica, prekograničnog prenošenja bolesti, kao i ponovna pojava slučajeva odstranjene ili iskorenjene zarazne bolesti.²⁸ Smatramo da bi pojašnjenje navedenog izraza trebalo da bude dato u definicijama uslova osiguranja kako ne bi stvaralo nedoumice u pogledu njegovog značenja.

U osiguranju korisnika bankarskih usluga od rizika smrti i trajnog gubitka opšte radne sposobnosti zbog nesrećnog slučaja (nezgode), jedan domaći osiguravač isključuje „sve zarazne, profesionalne i ostale bolesti, kao i posledice psihičkih uticaja”. Tako formulisanim isključenjem obuhvaćene su sve zarazne bolesti, čak i onda kada nije proglašena epidemija ili pandemija, uključujući i kovid 19. Međutim, i ovde nedostaje pojašnjenje šta se smatra zaraznim bolestima kako bi bilo jasnije šta se isključuje iz pokrića koje osiguranik zaključuje, a u tu svrhu bi u uslove osiguranja mogla da se unese definicija zaraznih bolesti iz Zakona o zaštiti stanovništva od zaraznih bolesti (čl. 2, st. 1, tač. 1). S druge strane, postavlja se pitanje da li osiguravač primenom izraza „zarazne bolesti” može da isključi svoju obavezu i za bolesti koje, u navedenom Zakonu, nisu nabrojane kao zarazne. U daljem izlaganju objasnićemo razloge što, po autorovom mišljenju, postoji dilema u vezi sa ovim isključenjem. Problem je u tome što zakonodavac, po pravilu, nikada ne može da reaguje trenutno kada se desi zaraza nekim novim virusom, već tek posle određenog

²⁷ Allison Kruger, Louise-Anne McNutt. „Prevalence”, *Encyclopædia Britannica*, <https://www.britannica.com/science/prevalence>, posećeno 15. 1. 2021.

²⁸ Zakon o zaštiti stanovništva od zaraznih bolesti, čl. 2, st. 1, tač. 8.

vremena, kao što smo videli svuda u svetu, uključujući u to i kovid 19. Sledeće pitanje, u tom slučaju, jeste to da li je takav način isključenja bolesti koja kao zarazna nije predviđena Zakonom u skladu s javnim poretком, prinudnim propisima i moralom. Ako bi odgovor na postavljeno pitanje bio potvrđan, onda takva odredba uslova osiguranja ne bi proizvodila dejstvo, pa bi osiguravač imao obavezu prema osiguraniku. Dodatni problem, po mišljenju autora ovog rada, jeste odredba čl. 6 Zakona o zaštiti stanovništva od zaraznih bolesti, po kojoj u slučaju opasnosti od zarazne bolesti koja tim zakonom nije navedena (do trenutka donošenja zakona nepoznata bolest, odnosno nova bolest u trenutku kada je zakon već na snazi), a koja u većoj meri može ugroziti stanovništvo Republike Srbije, Vlada na predlog ministra nadležnog za poslove zdravlja može takvu bolest proglasiti zaraznom bolešću i proglasiti epidemiju na ugroženom području. Od trenutka izbijanja nove bolesti do trenutka proglašenja te bolesti zaraznom i epidemije može da prođe izvesno vreme, pa se može postaviti pitanje da li je osiguravač pokriven goreformulisanim isključenjem u navedenom periodu „latencije“ za institucije zdravstvenog sistema, zakonodavca i/ili upravne organe. U tom slučaju, osiguravač neće moći uspešno da se pozove na primenu čl. 5 Zakona, u kojem se nalazi spisak zaraznih bolesti, da bi se oslobodio obaveze, jer bolest još nije navedena kao zarazna. S druge strane, trebalo bi da se uspešno oslobodi obaveze pozivom na definiciju zaraznih bolesti iz čl. 2, st. 1 tač. 1 u vezi sa čl. 4 Zakona o zaštiti stanovništva od zaraznih bolesti koji reguliše kriterijume po kojima se neka bolest smatra zaraznom. Pored ostalih, na osnovu čl. 4, st. 1, tač. 3, zaraznom bolešću se smatraju retke i ozbiljne zarazne bolesti, koje nisu prepoznate u Republici Srbiji, a za koje grupisanje podataka može ukazati na faktore odgovorne za njihovu pojavu. Ipak, neizvesno je da li bi navedeni stav bio prihvatljiv za sudove u svim situacijama u kojima ne postoji akt nadležnog organa kojim se proglašava pojava i/ili epidemija nove, do tada nepoznate²⁹ zarazne bolesti. Ako bi sudovi dali prvenstvo uslovima osiguranja koji predstavljaju uslove ugovora o osiguranju, bez potrebe da neka bolest bude i zvanično proglašena zaraznom na osnovu akta nadležnog organa, onda osiguravač ne bi trebalo da ima problem sa oslobađanjem od obaveze. Ali ako bi sudovi na prvo mesto stavili socijalnu funkciju osiguranja, ne razlikujući funkciju obaveznog (javnog) zdravstvenog osiguranja i privatnog zdravstvenog osiguranja, onda bi osiguravač teško uspevao da se oslobodi obaveze pozivom na navedeno isključenje.

Uslovi osiguranja na tržištu Velike Britanije verno prate definicije sadržane u engleskom zakonu o koronavirusu.³⁰ Tako je Londonsko udruženje osiguravača (*Lloyd's Market Association*) u martu i aprilu donelo standardne ugovorne klauzule o isključenju iz pokrića rizika nastalih zbog koronavirusa tako što su primenile

²⁹ Pod nepoznatom zaraznom bolešću mogla bi se, u formalnom smislu, smatrati i bolest koja se već ispoljila negde u svetu, ali do određenog trenutka nije bila poznata i u Srbiji.

³⁰ Coronavirus Act 2020, Chapter 7, 25th March 2020.

sledeću definiciju: „Ovo osiguranje ne pokriva odštetne zahteve koji su na bilo koji način povezani sa: (a) bolešću od koronavirusa (Covid-19); (b) teškim akutnim respiratornim sindromom koronavirusa 2 (SARS-CoV-2); (c) mutacijom ili varijacijom SARS-CoV-2; i (d) strahom ili pretnjom iz bilo koje od gorepomenutih tačaka.³¹ Pored navedenog, opšta isključenja gubitaka i šteta zbog kovida 19 predstavnici „Lojda“ i Međunarodnog udruženja osiguravača (*International Underwriters Association – IUA*), nadležni za druge vrste osiguranja, takođe su doneli standardne ugovorne klauzule o isključenjima epidemijskih i pandemijskih rizika. Tako je Mešoviti komitet za osiguranje karga doneo standardnu ugovornu klauzulu o isključenju zaraznih bolesti, a slične klauzule donete su i za osiguranje od odgovornosti u transportu, osiguranje novca, osiguranje imovine, osiguranje proizvodnje energije, osiguranje građevinarstva i montaže i različite vrste ugovora o reosiguranju. Ta klauzula glasi: „1. Bez obzira na bilo koju suprotnu odredbu u ovim uslovima, ovo osiguranje ne pokriva gubitak, štetu, odgovornost, potraživanje, trošak ili rashod bilo koje prirode prouzrokovane, podstaknute, proistekle iz ili u vezi sa zaraznom bolešću, strahom ili pretnjom (stvarnom ili zamišljenom) od zarazne bolesti, bez obzira na bilo koji drugi uzrok ili događaj koji istovremeno doprinosi nastanku štete ili s njom stoji u bilo kom drugom uzročno-posledičnom nizu. 2. U smislu ovih uslova, zarazna bolest podrazumeva bilo koju bolest koja se može preneti bilo kojom supstancom ili sredstvom iz bilo kog organizma u drugi organizam, gde se: 2.1. supstanca ili sredstvo odnose, ali ne isključivo, na virus, bakteriju, parazit ili drugi organizam ili bilo koju njihovu varijaciju, bilo da se smatra živim ili ne; 2.2. način prenosa, bilo direktan ili posredan, obuhvata, ali ne isključivo, vazdušni prenos, prenos telesne tečnosti, prenos sa bilo koje površine ili predmeta, čvrstu tečnost ili gas ili prenos između organizama, i 2.3. bolest, supstanca ili sredstvo mogu prouzrokovati ili biti uzrok budućih telesnih povreda, bolesti, oštećenja ljudskog zdravlja, dobrobiti ljudi ili imovine.“³² Ipak, treba imati u vidu da se radi o poslovnim običajima koje Londonsko udruženje osiguravača naziva model-klauzulama, što je ovo udruženje jasno i naznačilo napomenom da su one čisto ilustrativne prirode te da članovi tog udruženja imaju pravo da ugovore drugačije uslove ili da model-klauzule izmene i prilagode ih svojim potrebama.³³

Pored unošenja odgovarajućih isključenja u pokrivače zaraznih bolesti, domaći osiguravači su u kolektivnim životnim (riziko-osiguranje i mešovito) i neživotnim osiguranjima (osiguranju od nesrećnog slučaja i zdravstvenom osiguranju) ponudili pokrivače za kovid 19 poslodavcima, kompanijama, sindikatima, organizacijama, institucijama i drugim pravnim licima za njihove zaposlene.³⁴ Navedena usluga

³¹ Coronavirus Exclusion, LMA 5391, 04 March 2020.

³² Communicable Disease Exclusion – (Cargo), JC2020-011, 17 April 2020.

³³ https://www.lmalloyds.com/LMA/Underwriting/Wordings/LMA/lma_wordings.aspx, posećeno 17. 1. 2021.

³⁴ DDOR Novi Sad. EPIDEMIK PROTEKT, <https://www.ddor.rs/epidemik-protekt/>, posećeno 15. 1. 2021; Generali osiguranje Srbija. *Osiguranje od rizika Covid-19 za pravna lica*, https://www.generalisr.rs/pravna_lica/zdravlje_i_nezgoda/osiguranje_od_rizika_covid-19.3378.html, posećeno 17. 1. 2021.

osiguranja pokriva dnevnu naknadu za dane provedene u bolnici, s tim da se naknada isplaćuje tek po proteku određenog broja dana koji predstavljaju franšizu za potrebe obračuna naknade. U tom smislu, osiguravači primenjuju i odbitnu (nadoknada se ne plaća do 7 dana, a ako je boravak duži, onda se naknada plaća za svaki dan posle proteka navedenog broja dana, ali maksimalno do ugovorene osigurane sume po danu i u ukupnom iznosu ako je ugovoren)³⁵ i integralnu franšizu (potrebno je provesti minimalno 3 dana u bolnici radi lečenja, kako bi se isplatila osigurana suma za boravak u bolnici radi lečenja za sve provedene dane).³⁶ Ista vrsta pokrića pruža se i za putno osiguranje i osiguranje gostiju hotela. Treba imati u vidu da ponuđeno dopunsko pokriće od kovida 19 ne nadoknađuje troškove lečenja koji mogu biti značajnijeg obima, već ugovorenu dnevnu naknadu koja se kreće od 5 do 50 evra, odnosno isplatu dvostruke osigurane sume u slučaju boravka na intenzivnoj nezi. Svi osiguravači pružaju i mogućnost korišćenja usluga pomoći u slučaju obolevanja od kovida 19 (kao i u slučaju nezgode). Obim pružanja dodatnih usluga opredeljen je izborom (ugovaranjem) određene osigurane sume za bolnički dan, pri čemu najniža osigurana suma podrazumeva samo telefonsku konsultaciju sa lekarom (procena stanja i urgentnog zbrinjavanja), dok najviša osigurana suma obezbeđuje, pored navedene pomoći, još i savetovanje o simptomima i daljim ispitivanjima, savetovanje o lekovima, psihološko savetovanje, isporuku hrane ili lekova, a neki osiguravači obezbeđuju još i usluge spremanja kuće i brige o ljubimcima.

Rizik od nemogućnosti korišćenja turističke ili prevozne usluge putnika usled kojeg nastaju troškovi za osiguranika zbog smeštaja u karantin (izolaciju) na osnovu naredbe državnog organa ili medicinske ustanove, ili lekara (zbog oboljenja ili postojanja sumnje na infekciju kovikom 19), ili zbog odbijanja pružanja usluge prevoza, aerodroma, hotelskog smeštaja i sl. – predstavlja vid pokrića od finansijskog gubitka zbog rezervacije i nemogućnosti korišćenja usluge koja je propala usled navedenih posledica obolevanja od kovida 19 i odbijanja pružanja usluge. Takva vrsta pokrića karakteristična je kod putnog osiguranja u Nemačkoj i Engleskoj.³⁷ Osiguranje hitne medicinske pomoći zbog obolevanja od kovida 19 kod jednog kanadskog osiguravača, čiji je ugovarač avio-prevoznik „Air Canada“, u osnovi je isto kao i u Nemačkoj i Engleskoj, osim razlika u vrstama pokrića koje postoje od trenutka rezervacije avio-karte i započetog putovanja. Prema ovim uslovima osiguranja, osiguranje hitne medicinske pomoći pokriva, u kumulativnom iznosu od 200.000 kanadskih dolara, opravdane i uobičajene troškove nastale zbog pozitivnog testa na kovid 19 tokom

³⁵ Generali osiguranje Srbija. Osiguranje od rizika Covid-19 za pravna lica, https://www.generali.rs/pravna_lica/zdravlje_i_nezgoda/osiguranje_od_rizika_covid-19.3378.html, posećeno 17. 1.2021.

³⁶ DDOR Novi Sad. EPIDEMIK PROTEKT, <https://www.ddor.rs/epidemik-protekt/>, posećeno 15. 1.2021.

³⁷ HanseMerkur Reiseversicherung AG. Versicherungsbedingungen für die Reiseversicherung, VB-RS 2020 (T-Corona-D), 28.7.2020, Hamburg; Allianz Assistance. Covid-19 travel insurance, Ref: 7363TVL 07/20, Croydon, str. 26.

putovanja. To su troškovi: (1) hitnog medicinskog tretmana, (2) ambulantnog prevoza, (3) troškovi u vezi sa smrću (prevoz tela, kremacija, ako je potrebno i troškovi prevoza lica radi identifikacije preminule osobe), (4) troškovi repatrijacije zbog preporuke lekara za povratak kući, (5) zatim obroka, smeštaja i taksija (150 kanadskih dolara dnevno, maksimalno 2.100 kanadskih dolara), (6) brige o deci tokom boravka u bolnici na putovanju (75 kanadskih dolara, maksimalno 500 kanadskih dolara), (7) prevoza sopstvene dece kući, (8) putovanja pratioca na povratku kući, (9) dnevnu naknadu tokom boravka u bolnici duže od 2 dana, (10) telefonskih razgovora i (11) terorističkih činova.³⁸ U Srbiji je putno zdravstveno osiguranje prošireno i na zaštitu u slučaju obolevanja od kovida 19. Ova vrsta pokriva ugovara se kao dopunsko uz doplatu na osnovnu polisu i pruža pokriva troškova lečenja i fiksne iznose naknade ukoliko je neophodna hospitalizacija prouzrokovana kovidom 19.³⁹

S razvojem informatičke tehnologije javljaju se i neke nove usluge u osiguranju od rizika obolevanja od kovida 19. Tako je tehnološka firma iz Bostona u SAD „Machine Cover“ planirala da ponudi polise osiguranja koje će pokrivati nadoknadu tokom trajanja prekida obavljanja delatnosti usled privremenog zatvaranja ili ograničenja dnevnog rada poslovnih objekata. Primenom specijalnih aplikacija i drugih izvora podataka, ova firma će meriti intenzitet saobraćaja oko restorana, robnih kuća, frizerskih salona i salona automobila da bi, u slučaju smanjenja intenziteta tog saobraćaja ispod određenog nivoa iz bilo kog uzroka, isplaćivala naknade štete osiguranicima.⁴⁰ Ipak, treba imati u vidu da navedena tehnološka firma pruža uslugu merenja intenziteta saobraćaja i prodaje polise osiguranja osiguravača s kojima sarađuje, a u konkretnom slučaju to je američki osiguravač „Hiscox Insurance Company“ Inc. Da bi pokrio rizik od otkazivanja u „zatvorenom“ svetu, „Lojdov“ osiguravač „Beazley Plc“ od juna 2020. godine počeo je s prodajom polisa osiguranja od izgubljene dobiti u korist organizatora strimovanja muzičkih, kulturnih i poslovnih događaja od tehničkih problema i kvarova zbog kojih dolazi do nemogućnosti održavanja tih događaja i njihovog otkazivanja, rekao je Mark Simons, preuzimač rizika iz firme „Beazley Plc“.⁴¹

Imajući u vidu da se privredne i preduzetničke delatnosti tek sada upoznaju sa tim kako izbijanje kovida 19 ili slične pandemije može štetno da utiče na njihovo poslovanje, ne čudi što se nove usluge efektivno osmišljavaju prema specifičnostima poslovne delatnosti osiguranika. Tako za firme iz oblasti filmske i televizijske produkcije može da bude interesantno pokriva u slučaju da reporter, kameraman ili neki drugi član ekipe oboli od virusa, zbog čega firma bude prinuđena da prekine snimanje.

³⁸ The Manufacturers Life Insurance Company. *COVID-19 Emergency Medical Certificate of Insurance – Air Canada*, December 1, 2020, MACCOVID920E - Rev12/20, Windsor, Ontario, Canada.

³⁹ <https://www.ddor.rs/stanovnistvo-proizvodi/putno-osiguranje/>, posećeno 18. 1. 2021.

⁴⁰ Noor Zainab Hussain. "Pandemic-proofing: Insurance may never be the same again", *Reuters Business News*, July 10, 2020.

⁴¹ Beazley Group, https://www.beazley.com/london_market/political_risks_and_contingency/contingency.html, posećeno 18. 1. 2021.

Slično tome, firma koja uzgaja stoku radi isporuke mesa restoranima osigurana je za slučaj da, usled kovida 19, bude onemogućena da prima isporuku hrane za životinje od svojih dobavljača itd.⁴² Naravno, u svim navedenim slučajevima uslovi osiguranja bliže regulišu okolnosti i pretpostavke nastanka osiguranog slučaja i obaveze osiguravača, dok premija neretko nije mala, ali je za osiguranika i dalje prihvatljiva u poređenju s njegovim prometom i stepenom izloženosti poslovnom gubitku.

IV. Zaključak

Početna nespremnost društva i delatnosti osiguranja relativno brzo je prevaziđena donošenjem odgovarajućih mera. Prethodno postojeći pravni okvir svih pravnih sistema u vezi sa zaraznim bolestima potpuno je obuhvatao zarazne bolesti koje su bile poznate pre njegovog usvajanja. Zato je opravdano određeno kašnjenje u donošenju izmena i dopuna liste zaraznih bolesti.

Osiguravači su reagovali brzo i izašli u susret osiguranicima koji su se zatekli na putovanju, omogućavajući produženje polise osiguranja daljinskim putem ili preko ovlašćenog lica, dok su u postojećim uslugama osiguranja ponudili proširenje pokrića i za slučaj obolevanja od kovida 19. Osnovna karakteristika pomenutog proširenja pokrića nije nadoknada troškova lečenja, već isplata dnevne nadoknade i pružanje informacija, pomoći i usluga u precizno navedenim slučajevima. To proširenje pokrića pruža se kod životnih osiguranja, putnog zdravstvenog osiguranja i osiguranja od nesrećnog slučaja. U svim ostalim vrstama osiguranja na delu su isključenja uz primenu različitih formulacija i izraza koji mogu stvoriti određene nedoumice u pogledu toga da li se neki štetni događaj može smatrati i osiguranim, u zavisnosti od okolnosti i trenutka njegovog nastanka i odredbi pozitivnih propisa.

Inostrani osiguravači su u nekim slučajevima izlazili u susret zahtevima i potrebama osiguranika i osmišljavali specijalno prilagođene uslove osiguranja za različite delatnosti i načine pokrića za kovid 19. U tom smislu, može se očekivati i da domaće tržište osiguranja reaguje novim uslugama osiguranja od kovida 19. S druge strane, ovo očekivanje može da se pokaže nerealnim zbog nepostojanja bilo kakve statistike, a naročito zbog visoke premije osiguranja koja osiguranike može da odvrti od osiguranja.

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⁴² Noor Zainab Hussain. *Ibidem*.

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IMPACT OF COVID-19 PANDEMIC ON THE INSURANCE INDUSTRY

REVIEW ARTICLE

Abstract

In this paper, the author analyses the impact of the COVID-19 pandemic on internal and external aspects of insurance organizations, and particularly on insurance terms and conditions. The introductory part provides general remarks on the impact of the pandemic on community and economy, also defining the subject of the paper. In the second part, the author explores how insurers responded to new working conditions and behaved in relation to their self-organization and to the public and the insured persons. Particular developments in a macroeconomic and political context relating to covering losses from COVID-19 are also analyzed. The author concludes that a certain delay in making the amendments and supplements to the list of communicable diseases was justified, whereas the main characteristic of extended cover for COVID-19 provided by domestic insurers is not the reimbursement of medical treatment costs but the payment of daily allowance and provision of information and particular services. In addition, the author concludes that wordings used to exclude the risk of communicable diseases may create particular dilemmas as to whether a loss event may be considered insured, depending on the circumstances and time of its occurrence, and depending on the provisions of positive legal regulations.

Keywords: *pandemic, COVID-19, communicable disease, insurance cover, insurance terms and conditions*

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I. Introduction

Throughout its history, human civilization has encountered many natural hazards that have been causing material damage, injuries, and deaths of a large number of people. Similarly, the occurrence of pandemic risks leads to a large number of people suffering from an unknown disease that spreads worldwide from person to person and causes severe consequences.² A pandemic is an outbreak of infectious disease that occurs over a wide geographical area and that is of high prevalence, generally affecting a significant proportion of the world's population, usually over the course of several months.³

This definition leads to a conclusion that a pandemic does not exist in the case of non-communicable diseases, regardless of severe symptoms and consequences that such diseases may produce, whereas the contagion affects all or a large number of continents. Throughout history, pandemics of diseases such as cholera, plague, and influenza have played a major role in shaping human lives and behavior. One of the deadliest was the Spanish Flu pandemic that broke out in 1918, at the end of World War 1, causing deaths of somewhere between 20 to 40 million people. The Spanish Flu virus first appeared in Europe and then spread to the United States and parts of Asia.⁴

The COVID-19 crisis showed in the worst possible way the level of preparedness, the capacity of national health systems, and the quality of risk management. For example, Arthur Wyns, a climate change advisor to the World Health Organization, stated in his research for the World Economic Forum that the people of Haiti would have been much more adept in coping with and recovering from the lasting effects of 2016's Hurricane Matthew – which was exacerbated by climate change – if they had had a resilient and well-resourced health system in place to support them.⁵ Tedros Ghebreyesus, a Director-General of the World Health Organization, confirmed that some countries were struggling with a lack of capacity, some were struggling with a lack of resources, and some countries were struggling with a lack of resolve to fight the pandemic.⁶ On the other hand, even much wealthier countries do not

² World Health Organization. *What is a pandemic?*, 24 February 2010, https://www.who.int/csr/disease/swineflu/frequently_asked_questions/pandemic/en/, accessed on 15-01-2021.

³ Kara Rogers (ed). "Pandemic", *Encyclopædia Britannica*, <https://www.britannica.com/science/pandemic>, accessed on 15-01-2021; Law on Protection of Population against Communicable Diseases, *Official Gazette of RS*, no. 15/2016, 68/2020 and 136/2020, Article 2, paragraph 1, item 9.

⁴ Kara Rogers (ed). "Pandemic", *Encyclopædia Britannica*, <https://www.britannica.com/science/pandemic>, accessed on 15-01-2021.

⁵ Arthur Wyns. "How our responses to climate change and the coronavirus are linked", *The World Economic Forum Covid Platform*, 2 April 2020, <https://www.weforum.org/agenda/2020/04/climate-change-coronavirus-linked/>, accessed on 15-01-2021.

⁶ Tedros Adhanom Ghebreyesus. "Coronavirus: What is a pandemic and why use the term now?", *BBC News Services*, 11 March 2020, <https://www.bbc.com/news/health-51358459>, accessed on 15-01-2021.

cope better when faced with pandemic risk, perhaps because the world economy is better suited for efficiency and profitability than for resilience to extraordinary and, therefore, rare adverse events. However, as with the effects of climate change, it is wealth that is the best long-term guarantor of fast resilience.⁷ Yet, it seems that the common good is threatened by human vices such as greed, selfishness, a general lack of moral standards, and actions that deviate from these values and correct human behavior, as indicated in theory (once again –author’s comment).⁸

The current coronavirus COVID-19 pandemic is defining global health crisis since it represents the greatest challenge of this kind since the humanitarian catastrophe caused by Spanish flu. However, in addition to a health crisis, today’s pandemic caused an unconceivable general crisis with its potential to create devastating social, economic, and political effects that, as viewed by the United Nations, will leave deep and longstanding scars.⁹ Businesses around the world are facing catastrophic losses as the novel coronavirus forced them to scale back operations or shut down entirely, whereas most of them do not have insurance cover for pandemics,¹⁰ while in the USA millions have lost their jobs and their health insurance.¹¹ The COVID-19 pandemic has largely improved the digital service and shopping experience of consumers, whereas the property and casualty insurers who, in recent years, have invested heavily into digitalization, have seen the fruits of those investments: overall satisfaction of both new insurance shopping and existing account servicing have risen sharply.¹² However, this also presented them with cybercrime-related challenges.¹³

⁷ Robert Colville. “Capitalism is not to blame, it’s our escape route out of this mess”, *Financial Times*, May 1 2020, <https://www.ft.com/content/10db1944-8b85-11ea-a109-483c62d17528>, accessed on 15-01-2021.

⁸ Snežana Videnović. “Business Ethics in the Age of Coronavirus”, *Insurance Trends*, XXXVI(2), 2020, pp. 54.

⁹ United Nations Development Programme. COVID-19, <https://www.undp.org/content/undp/en/home/coronavirus.html>, accessed on 15-01- 2021; Gary Shaw. “Potential implications of COVID-19 for the insurance sector”, *Deloitte LLP, UK, Deloitte. Insights*, 18 March, 2020, <https://www2.deloitte.com/uk/en/insights/economy/covid-19/impact-of-covid-19-on-insurers.html?id=us:2em:3pa:financial-services:eng:di:031720>, accessed on 15- 01-2021; Jelena Kočović, Tatjana Rakonjac-Antić, Marija Koprivica. Pandemic Risk – a “Threat or an Opportunity for Insurance?”, *European Insurance Law Review*, XIX(2), 2020, pp. 12.

¹⁰ Hanna Ziady. “It’s too late for this pandemic. But everyone wants insurance against the next one”, *CNN Business*, March 19, 2020, <https://edition.cnn.com/2020/03/19/business/pandemic-insurance-coronavirus/index.html>, accessed on 15-01- 2021.

¹¹ Sheryl Gay Stolberg. “Millions Have Lost Health Insurance in Pandemic-Driven Recession”, *The New York Times*, July 13, 2020, <https://www.nytimes.com/2020/07/13/us/politics/coronavirus-health-insurance-trump.html>, accessed on 15-01- 2021. On the impact of the current pandemic on the US economy see: Kristina Gavrilovic, Milos Vucekovic. “Impact and Consequences of the Covid-19 Virus on the Economy of the United States”, *International Review*, No. 3–4/2020.

¹² “Pandemic Stay-at-Home Experience Raises P/C Insurers’ Bar for Delivering Digitally”, *Insurance Journal*, June 2, 2020, <https://www.insurancejournal.com/news/national/2020/06/02/570726.htm>, accessed on 15-01- 2021; Jelena Kočović, Tatjana Rakonjac-Antić, Marija Koprivica. “Pandemic Risk – a Threat or an Opportunity for Insurance”, *European Insurance Law Review*, XIX(2), 2020, pp. 13.

¹³ Petar Čelik, Miodrag Komarčević, Milovan Dimić. “Convergence of the Covid 19 and Cyber Crime Pandemic: Contest and Scope”, *Megatrend Review*, 17(4), 2020.

On the other hand, in a long-lasting crisis, third-party service providers may be a key to many insurers' operating plans. Thus, IT and other support services may deteriorate because of internal challenges or vendor problems.¹⁴

In this paper, we investigate the response of the domestic insurance industry to its organization of business operations and justified expectations for the provision of insurance cover for pandemic risk i.e. coronavirus disease. Before we move on to the main presentation, it should be borne in mind that coronavirus infection can be considered a severe acute respiratory syndrome, a disease caused by a new strain of coronavirus, which includes any mutations or variations of the virus.¹⁵ In a broader sense, insurance may also cover the costs incurred due to voluntary or forced isolation after coronavirus infection.

II. Internal and External Implications of Insurers' Self-Organization in the Circumstances of Pandemic Outbreak

After the outbreak of the pandemic and the spread of the infection, the first task of insurers was to protect the health and safety of employees while striving to maintain business continuity, be it on a smaller scale.¹⁶ IT support is vital for minor interruptions of normal operations and tasks in an insurance company due to the work of employees from home, especially in case of the need to solve technical problems, in the event of audio-video work meetings, policy selling, or reporting damages electronically or via an online application, etc. As insurance companies, as well as all organizations in the country prepared for remote work without social contacts, the questions of providing technical conditions for such work arose. A laptop or desktop computer (preferably equipment issued by the company), a virtual private network to securely and remotely connect to critical business applications, collaboration tools to help with audio, video, and screen-sharing, were the main premise of work continuity without major interruptions.¹⁷ In addition, there were also other examples of work adjustments in conditions of physical distance to prevent the transmission of infections. Thus, in Austria, the insurer Generali opened free

¹⁴ PwC United States. COVID-19 and the insurance industry, <https://www.pwc.com/us/en/library/covid-19/covid-19-and-insurance-industry.html>, accessed on 15-01-2021.

¹⁵ Law on Protection of Population against Communicable Diseases, Article 5, paragraph 1, item 5, subitem 2, ind. 5 and 6; Tokio Marine Kiln Syndicates Limited. *Credit Card & Payment Protection Insurance Policy Terms & Conditions*, PC_CCPIPINB_PW_TMK_V6_0620, 2020, pp. 4.

¹⁶ Gary Shaw. "Potential implications of COVID-19 for the insurance sector", *Deloitte LLP, Deloitte Insights*, 18 March 2020, <https://www2.deloitte.com/uk/en/insights/economy/covid-19/impact-of-covid-19-on-insurers.html?id=us:2em:3pa:financial-services:eng:di:031720>, accessed on 15-01-2021.

¹⁷ Gary Shaw. "Potential implications of COVID-19 for the insurance sector", *Deloitte LLP, Deloitte Insights*, 18 March 2020, <https://www2.deloitte.com/uk/en/insights/economy/covid-19/impact-of-covid-19-on-insurers.html?id=us:2em:3pa:financial-services:eng:di:031720>, accessed on 15-01-2021.

telephone lines to assist overstrained people having to juggle children and work, fearing the future and unemployment, and feeling lonely and isolated.¹⁸ There are also insurers whose websites provide appropriate explanations and information on COVID-19, protection measures, how to behave and what not to do, as well as internet addresses of relevant national institutions dealing with measures against coronavirus infection, the latest information, and advice.¹⁹ Some have displayed answers to the most common questions of policyholders regarding travel insurance, what type of travel insurance they need, whether they are eligible for travel insurance, what additional covers are available, whether the cover for COVID-19 is provided, under what conditions, etc.²⁰ At the beginning of March 2020, the Lloyd's of London issued a standard contractual clause,²¹ enabling automatic extension of insurance and reinsurance contracts in the event that the reinsurers, reinsureds, or their brokers are prevented access to Lloyd's a week before the contract expiry by the Corporation of Lloyd's, following the imposition of quarantine, or restriction in movement of people by any national or international body or agency, however, provided that this does not increase the (re)insurer's liability.

Even before the crisis, domestic companies announced their contact details (telephone numbers of contact centers, e-mail addresses, websites, social media accounts, or standalone applications) through which clients could contact them, concurrently enabling the extension of travel insurance policies for travelers who were on a trip abroad, and the extension of the insurance policies through the persons in close contact with the insured.²² They also extended the cover without additional charges for persons who took out travel health insurance policies.²³ As the time of crisis required, the traditional Baden-Baden Reinsurance Congress organized every year in the third week of October, was held in 2020 by video call meeting of reinsurers and reinsureds.

At the macroeconomic and political level, developed countries seek solutions to cover currently uninsurable risks such as COVID-19. Thus, the French Insurance Association (*Fédération Française de l'Assurance*) and French Ministry of

¹⁸ Wolfgang Rohrbach, „Dejstvo krize izazvane korona virusom na osiguranje“, *European Insurance Law Review*, XIX(2), 2020, pp. 4.

¹⁹ AXA Health, <https://www.axahealth.co.uk/update-on-coronavirus/>, accessed on 15-01-2021; DDOR Novi Sad. EPIDEMIK PROTEKT, <https://www.ddor.rs/epidemik-protekt/>, accessed on 15-01-2021.

²⁰ Allianz Assistance, <https://www.allianz-assistance.co.uk/help-and-advice/faqs-centre/travel-insurance-faqs.html>, accessed on 15-01-2021.

²¹ Limited Automatic Extension – Prevention of Access to Lloyd's of London, LMA5392, 12 March 2020.

²² Generali osiguranje Srbija, „Omogućena obnova polise putnog osiguranja iz inostranstva“, 20-03-2020, <https://www.generali.rs/media/omogucena-obnova-polise-putnog-osiguranja-iz-inostranstva.1142.html?newsId=221#>, accessed on 15-01-2021.

²³ Wiener Stadtische Osiguranje, „Proširenje VIP pokrića za Putno zdravstveno osiguranje – Covid-19“, 22. 7. 2020, <https://wiener.co.rs/vesti/prosirenje-vip-pokrica-za-putno-zdravstveno-osiguranje-covid-19/>, accessed on 15-01-2021.

the Economy had a joint initiative to create a public-private partnership fund, that would provide lump sum payments to their insureds should their business be forced to cease because of an event like COVID-19. Payments would be triggered if there were a declaration by the French state mandating businesses to close.²⁴ Similarly, in 2020, the United States of America considered the passing of the Pandemic Risk Insurance Act, based on which the Pandemic Risk Reinsurance Program would be established.²⁵ The participation of insurers would be voluntary, with those participating in the program being obliged to offer coverage in all health insurance policies against emergencies in public health in connection with the outbreak of infectious diseases or a pandemic, provided that this is stipulated in an act of the Ministry of Health. The program would reinsure insurers' liabilities up to \$ 1 billion when, from a public health emergency covered, they exceed \$ 250 million. Business interruption insurance includes, in addition to property insurance, financial losses due to cancellation of events and other losses, provided that these are the losses that occurred in the periods of non-performance of business activities.

III. Impact of COVID-19 on Insurance Terms and Conditions

Traditionally, risks that did not exist in the past were not subject to coverage or exclusion in general and special insurance conditions. News and knowledge about the extent and possible consequences of COVID-19, epidemiological measures and adjustments to new working conditions, as well as dilemmas regarding the insurance coverage provided to the insureds, created the need for insurers to respond. The insurance terms and conditions applied before the outbreak of the epidemic/pandemic, as a rule, did not provide this type of coverage for coronavirus, nor did they explicitly exclude such an obligation from the list of risks and damages not covered. Perhaps one of the reasons is that since the outbreak of smallpox (variola vera) in 1972, in the following decades, Yugoslavia has not seen any such serious disease that has the potential to rapidly spread the infection and cause high mortality. The Law on Protection of Population against Communicable Diseases lists communicable diseases over which epidemiological supervision is being conducted and against which measures of prevention and suppression of communicable diseases are being applied, whereas, in the amendments and supplements of November 2020, this Law includes in the airborne diseases, for the first time: Severe Acute Respiratory Syndrome (SARS) and COVID- 19, a disease caused by virus SARS-CoV-2. While new pandemic-proof policies covering business interruption might not be cheap, they

²⁴ AXA XL. "European reinsurance renewals in exceptional times", November 11, 2020, <https://axaxl.com/fast-fast-forward/articles/european-reinsurance-renewals-in-exceptional-times>, accessed on 17-01- 2021.

²⁵ *A Bill to establish a Pandemic Risk Reinsurance Program*, 116th Congress, 2d Session, The House of Representatives, H. R. 7011, May 26, 2020.

offer businesses from restaurants to film production companies to e-commerce retailers ways of insuring against disruptions and losses if another virus strikes.²⁶

Analyzing the insurance terms and conditions, we concluded that the insurers reacted quickly and included in their insurance conditions the appropriate wordings which exclude the liability of the insurer in case of epidemic and pandemic risks. In voluntary health insurance of Serbian insurers covering treatment costs, this was stated as follows: (1) „for injuries and illnesses as a consequence of epidemic“ or, (2) „epidemic and pandemic of greater significance which involve the occurrence of more severe forms of communicable diseases, including fatalities“. In the first case, the use of the term “epidemic” indicates that insurers’ obligations arising from injuries and illnesses from infectious diseases with occasional high prevalence (the proportion of a population with a disease or a particular condition at a specific point in time or over a specified period of time²⁷) are excluded from the coverage. Since the mentioned term does not include the case of a “pandemic”, the question can be raised as to whether this exclusion is valid in that case as well, and whether in the event of a pandemic outbreak there is an obligation of the insurer to reimburse the costs of treatment for COVID-19. The second exclusion variant seems like a more comprehensive solution, but also entails a dilemma. The analyzed insurance terms and conditions do not define or provide a more detailed explanation of the term „greater significance“ and thus should be interpreted within the meaning of the Law on Protection of Population against Communicable Diseases according to which epidemic of greater epidemiological significance shall designate the occurrence of severe clinical forms of communicable diseases and/or death caused by a communicable disease, whereas the danger of occurrence of severe economic and social consequences exists, as well as of the cross-border transmission of disease, as well as the recurrence of cases of the eliminated or eradicated communicable disease.²⁸ We believe that the clarification of this term should be provided in the definitions of insurance terms and conditions so as not to create ambiguities about its meaning.

In insuring the users of banking services against the risk of death and permanent loss of general working capacity due to an accident, one domestic insurer excludes “all infectious, occupational and other diseases, as well as the consequences of psychological impacts“. The exclusion phrased in this way covers all communicable diseases, even when no epidemic or pandemic has been declared, including that of COVID-19. However, there is no explanation as to what is considered a communicable disease that can clarify what is excluded from the cover concluded by the insured.

²⁶ Noor Zainab Hussain. “Pandemic-proofing: Insurance may never be the same again”, *Reuters Business News*, July 10, 2020, <https://www.reuters.com/article/us-health-coronavirus-insurance-products-idUSKBN24B0RD>, accessed on 15-01-2021.

²⁷ Allison Kruger, Louise-Anne McNutt. “Prevalence”, *Encyclopædia Britannica*, <https://www.britannica.com/science/prevalence>, accessed on 15-01-2021.

²⁸ Law on Protection of Population against Communicable Diseases, Article 2, paragraph 1, item 8.

For such purpose, the definition of communicable diseases provided in the Law on Protection of Population against Communicable Diseases (Article 2, paragraph 1, item 1) could be included in the insurance terms and conditions. On the other hand, the question arises whether the insurer, by applying the term “communicable diseases”, can exclude its liability for diseases that, in the said Law, are not listed as communicable. In the following text, we will explain the reasons why, in the author’s opinion, there is a dilemma regarding this exclusion. The problem lies in the fact that the legislator, as a rule, can never react immediately when an infection with a new virus occurs, but only after a certain time, as we have seen worldwide. This includes COVID-19. In such a case, the next question would be whether such exclusion of a disease that is not stipulated as communicable by the Law is in line with public policy, coercive legislation, and morality. If the answer to the question asked was affirmative, then such a provision of the insurance conditions would not be effective, and the insurer would be liable to the insured. An additional problem, in the opinion of the author of this paper, is the provision of Article 6 of the Law on Protection of Population against Communicable Diseases, according to which in case of threat of a communicable disease, which has not been defined in that Law (unknown disease until the passing of the Law i.e. a novel disease at the time when the Law is already in force), and which, to a large extent, may endanger the population of the Republic of Serbia, the Government, at the proposal of the minister competent for health tasks, may declare such a disease a communicable disease and also declare the epidemic in the affected area. A particular period of time may pass from the moment of the outbreak of a new disease to the moment of declaring that disease infectious and epidemic, so the question can be asked whether the insurer is covered by the above-formulated exclusion in the specified period of “latency” for health care institutions, legislators and /or administrative bodies. In that case, to discharge himself from liabilities, the insurer will not be able to successfully invoke Article 5 of the Law which contains a list of communicable diseases, because the disease has not yet been listed as communicable. On the other hand, the insurer should be successfully discharged from liability by referring to the definition of infectious diseases provided in Article 2, paragraph 1 point 1 in connection with Article 4 of the Law on Protection of Population from Communicable Diseases, which regulates the criteria according to which a disease is considered communicable. Among others, according to Article 4, paragraph 1, item 3, communicable diseases are considered rare and serious communicable diseases, which have not been recognized in the Republic of Serbia, and for which, the grouping of data may indicate the factors responsible for their occurrence. Nevertheless, it is not certain that in all situations where there is no act of a competent authority declaring the outbreak and/or epidemic of a novel, thus far unknown²⁹ disease, would be admissible to courts. If the courts gave

²⁹ An unknown communicable disease could be formally considered a disease that already broke out elsewhere in the world but, until a particular moment, was unknown in Serbia.

precedence to insurance conditions that represent the conditions of the insurance contract, without the need for a disease to be officially declared communicable based on an act of the competent authority, the insurer would not have a problem with the exemption from liability. However, if the courts put the social function of insurance first, without distinguishing between compulsory (public) health insurance and private health insurance, then the insurer would hardly manage to be relieved from the obligation by invoking the mentioned exclusion.

Insurance conditions on the UK market closely follow the definitions contained in the English Coronavirus Act.³⁰ Thus, in March and April, the Lloyd's Market Association issued standard contractual clauses excluding the risks that occurred due to coronavirus, applying the following definition: „This Insurance does not cover any claim in any way caused by or resulting from: (a) Coronavirus disease (COVID-19); (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); (c) any mutation or variation of SARS-CoV-2; and (d) any fear or threat of the a), b) or c) above.³¹ In addition to the aforementioned general exclusions of losses and damages due to COVID- 19, Lloyd's representatives and the representatives of the International Underwriters Association – IUA in charge of other insurance lines, also adopted standard contractual clauses on exclusions of epidemic and pandemic risks. Thus, the Joint Cargo Committee issued a standard contractual clause on the exclusion of communicable diseases, whereas similar clauses were also issued for transport liability insurance, cash insurance, property insurance, energy production insurance, construction and erection insurance, and different types of reinsurance treaties. This clause reads: „1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property”.³² However, it should be borne in mind that these are trade practices

³⁰ Coronavirus Act 2020, Chapter 7, 25th March 2020.

³¹ Coronavirus Exclusion, LMA 5391, 04 March 2020.

³² Communicable Disease Exclusion – (Cargo), JC2020-011, 17 April 2020.

that the Lloyd's Market Association of London calls model clauses, clearly noting that these models are purely illustrative and the members are free to agree to different conditions or amend them as they see fit.³³

In addition to introducing appropriate exclusions in the coverage of communicable diseases, Serbian insurers of group (term and endowment) life and (accident and health) non-life insurance offered the employee coverage of COVID-19 to the employers, companies, trade unions, organizations, institutions, and other legal entities.³⁴ This insurance service covers daily allowance for days spent in a hospital, provided that the allowance is paid only after a certain number of days have passed, which for allowance calculation, represents the deductible. To that extent, insurers also apply fixed sum excess (compensation is not paid up to 7 days, and if the stay is longer, the compensation is paid for each subsequent day after the said number of days expire, however, maximum up to the agreed sum insured per day and in the aggregate, if such aggregate sum is agreed)³⁵ and non-deductible franchise (it is required to spend minimum 3 days in the hospital for treatment to receive the payment of the sum insured for the hospital accommodation, for all days spent).³⁶ The same type of coverage is provided for travel insurance and insurance of hotel guests. It should be borne in mind that the additional coverage offered for COVID-19 does not reimburse the costs of treatment, which can be considerable. Instead, the agreed daily allowance is paid out, ranging from 5 to 50 Euros i.e. the payment of double the sum insured is received in case of intensive care. All insurers also provide the services of assistance in case of COVID-19 disease (as well as in case of an accident). The scope of additional services is determined by the choice (contracting) of a certain sum insured for a hospital day, where the lowest sum insured includes only a telephone consultation with a doctor (assessment of the condition and emergency care), while the highest sum insured provides, in addition to the above assistance, consultations about symptoms and further testing, medication counseling, psychological counseling, food or medication delivery, whereas some insurers also provide housekeeping and pet care services.

The risk of inability to use the tourist or passenger transport service, which results in the costs for the insured due to accommodation in quarantine (isolation) ordered by a government authority or medical institution, or a doctor (because of illness or suspected of COVID-19 infection), or service denial of transport, airport,

³³ https://www.lmalloyds.com/LMA/Underwriting/Wordings/LMA/lma_wordings.aspx, accessed on 17-01-2021.

³⁴ DDOR Novi Sad. EPIDEMIK PROTEKT, <https://www.ddor.rs/epidemik-protekt/>, accessed on 15-01-2021; Generali osiguranje Srbija. Osiguranje od rizika Covid-19 za pravna lica, https://www.generali.rs/pravna_lica/zdravlje_i_nezgoda/osiguranje_od_rizika_covid-19.3378.html, accessed on 17-01-2021.

³⁵ Generali osiguranje Srbija. Osiguranje od rizika Covid-19 za pravna lica, https://www.generali.rs/pravna_lica/zdravlje_i_nezgoda/osiguranje_od_rizika_covid-19.3378.html, accessed on 17-01-2021.

³⁶ DDOR Novi Sad. EPIDEMIK PROTEKT, <https://www.ddor.rs/epidemik-protekt/>, accessed on 15-01-2021.

hotel accommodation, etc. - represents a type of coverage for a financial loss as a consequence of booking and inability to use the service that was not rendered due to the stated consequences of contracting COVID-19 and service denial. Such a type of cover is typical for travel insurance in Germany and England.³⁷ Emergency Medical Certificate of Insurance due to COVID-19 disease of a Canadian insurer whose policyholder is Air Canada is mostly the same as in Germany and England, except for the differences in the types of cover which is effective from the moment when the airfare is booked and when the travel has started. According to these insurance conditions, insurance of emergency medical assistance covers, cumulatively, amounts to 200.000 CDN, of justified and usual costs incurred due to testing positive for COVID-19 during the travel. These are the costs of: (1) emergency treatment, (2) ambulance, (3) expenses related to death (transport of the body, cremation, costs of transport of a person for identification of the deceased, if necessary), (4) costs of repatriation according to doctor's recommendations for the return home, (5) meals, accommodation and taxi services (150 CDN per day, maximum 2.100 CDN), (6) childcare during a stay at the hospital while traveling (75 CDN, maximum 500 CDN), (7) transport of own children home, (8) travel of an escort on the way home, (9) daily allowance during the stay at the hospital for more than 2 days, (10) telephone calls and (11) terrorist acts.³⁸ In Serbia, travel health insurance is extended to cover the COVID-19 disease. This type of cover is written as additional, with payment additional to the standard policy, and provides the cover of treatment costs and fixed allowance in case of necessary hospitalization caused by COVID-19.³⁹

With the development of information technology, some new services appear in the insurance against the risk of COVID-19 disease. Thus, a Boston-based tech firm Machine Cover, USA, aims to offer policies that would give relief during business interruption due to lockdowns and limited working hours of office buildings. Using special apps and other data sources, this company will measure traffic levels around restaurants, department stores, hairdressers, and car dealers. If traffic drops below a certain level for whatever reason, it will indemnify the damage to the insureds.⁴⁰ However, it should be borne in mind that the mentioned tech company provides the service of measuring the traffic levels and selling the insurance policies of the insurers with which it cooperates, and in this case, it is the American insurer Hiscox

³⁷ HanseMerkur Reiseversicherung AG. *Versicherungsbedingungen für die Reiseversicherung*, VB-RS 2020 (T-Corona-D), 28.7.2020, Hamburg; Allianz Assistance. *Covid-19 travel insurance*, Ref: 7363TVL 07/20, Croydon, pp. 26.

³⁸ The Manufacturers Life Insurance Company. *COVID-19 Emergency Medical Certificate of Insurance – Air Canada*, December 1, 2020, MACCOVID920E - Rev12/20, Windsor, Ontario, Canada.

³⁹ <https://www.ddor.rs/stanovnistvo-proizvodi/putno-osiguranje/>, accessed on 18-01- 2021.

⁴⁰ Noor Zainab Hussain. "Pandemic-proofing: Insurance may never be the same again", *Reuters Business News*, July 10, 2020.

Insurance Company Inc. To cover the contingency risk in a „locked down“ world, Lloyd's insurer Beazley Plc launched a contingency policy covering lost profit to the benefit of streaming organizers of music and cultural and business events against transmission failure and disruptions which prevent the events from being held or cause their cancellations, as stated by Mark Symons, contingency underwriter at Beazley Plc.⁴¹

Since businesses are just beginning to learn how COVID-19 outbreaks and similar pandemics can affect them, it is not surprising that new services are effectively custom-made. Thus, film and television production companies may find it interesting that the insurance will cover events when a reporter, cameraman, or other crew member contracts the virus, forcing the company to stop shooting. Similarly, a company that raises livestock for restaurants, is covered for a scenario in which it would be impossible to get animal feed due to COVID-19.⁴² Naturally, in all the mentioned cases, the insurance terms and conditions regulate in more detail the circumstances and assumptions of the occurrence, and the liabilities of the insurer, whereas the premium does not come cheap but is nevertheless acceptable for the insured, given his turnover and exposure to operating losses.

IV. Conclusion

Appropriate measures helped the society and insurance business to relatively quickly overcome their initial unpreparedness. The previous legal framework of all legal systems related to communicable diseases fully encompassed communicable diseases that had been known before its adoption. Therefore, a certain delay in amendments and supplements to the list of communicable diseases is justified.

Insurers responded quickly in meeting the needs of insured persons who found themselves on a trip, allowing the extension of insurance policies remotely or through an authorized person, while in the existing insurance services they offered the extension of cover in case of COVID-19 disease. The main feature of the mentioned extension is not the reimbursement of treatment costs, but the payment of a daily allowance and the provision of information, assistance, and services in precisely specified cases. This extension of cover is provided for life insurance, travel health insurance, and accident insurance. In all other types of insurance covers, some exclusions use various wordings and expressions that may create certain doubts as to whether a loss event can be considered insured, depending on the circumstances and time of its occurrence and the provisions of positive regulations.

In some cases, foreign insurers met the requirements and needs of policyholders and crafted special insurance conditions around different businesses

⁴¹ Beazley Group, https://www.beazley.com/london_market/political_risks_and_contingency/contingency.html, accessed on 18-01- 2021.

⁴² Noor Zainab Hussain. *Ibidem*.

and methods of providing coverage for COVID-19. To that extent, the domestic insurance market can be expected to respond with new insurance products covering COVID-19. On the other hand, this expectation may prove unrealistic due to the absence of any statistics, and especially due to the high insurance premium that may deter policyholders from taking out insurance policies.

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