Section 1. Mechanics

Khurtsidze Tamila Shalvovna,
Doctor of Law,
Associate professor of Akaki Tsereteli State University, Kutaisi,
The Faculty of Business, Law and Social Sciences

COMPENSATION IN PRACTICE INSURANCE LAW

Summary

With an emphasis on the subrogation principle in the context of personal insurance, since it does not apply to the principle of similarity, is given in comparison with the regression and the session, the article deals with issues relating to compensation for damage caused by a third party in case of damage. My goal is to portray subordination of subrogation as an unreasonable struggle against the irrationality of the road, which is the best route to take in order to ensure that the legislative power's objective may be achieved while allowing for the unjust enrichment of an individual. The work is related to the wrong legal results expected in practice.

The idea of reparation and other recognized principles in the field of insurance of damage [2, 9] serve as the foundation for the subrogation principle. The word "subrogation" is of Latin origin and means "one subject entity [7].".

It is referred to as "Cessio law" in the countries of continental Europe, which means the law to refuse the request of Sierra Caesar or the force of law. The Georgian legislator does not use this term, but it will be significantly strengthened in the Civil Code.

The parties' agreement is not necessary for the subrogation concept to be adopted. Clearly, only harm related to insurance is covered by the Georgia Civil Code. Personal insurance variations are relevant. Personal insurance does not employ subrogation. This stance is comparable to how the United States Court operates. Here, personal insurance is considered an investment agreement, in which the principle of

subrogation is rare. This is given in one of the court decisions in the case– City of Birmingham v. [12] Subordination does not change the existing responsibility, only the creditor subject changes, the right to require that the insurer is transferred to the insurer, the insurer changes the insured person in the exercise of the right to demand compensation. In other cases, the insured may claim damages from the damage and the insurer concurrently with the subrogation, the Supreme Court explains that the request is a defense to prevent unreasonable enrichment [15]. We will discuss this issue later.

Compare subrogation institution with such civil law institutions as regression and cess.

The right of regressive demand and subrogation is based on the law, but the essential difference is that in one case, relations are terminated and new, completely independent relationships, and in the second case, the subject-creditor of the relationship changes during subrogation, but the content of the relationship does not change, it usually lasts. What is the difference between regression and subrogation? The Supreme Court (No. 581–549–2011) in one of the resolutions gives us an explanation that «there is no change in the existing obligations of the person, but in this case, the connection is completed and a new obligation arises. During the repetition, one of the obligations changes the other, and in the case of subrogation, the ratio only changes the creditor, the obligation itself remains unchanged. This distinguishes subrogation from a regressive obligation resulting from the performance of another obligation (termination) and, thus, the receipt of a new independent obligation. A new obligation does not arise during subrogation, but the basic obligation between the insurer and the successor performs. Such persons are obliged to change persons in accordance with the law" [16]. Article 832 sets out the law of the claim requirement, and in the case specified in article 199 of the Civil Code, the claim is still made, but under the transaction. This fact is a significant difference between the two institutions. The legal consequence of the concession is the requirement that the request be transferred to the new creditor, taking into account the legal loan obligations at the site of the original creditor. The latter will be transferred to the new creditor, as in the hands of the original creditor [13].

The request is concluded by agreement between the original owner and a third party, in which case the debtor's approval is not necessary and the original owner becomes a third party. It is not clear from the

insurer whether it can refuse damage to that person request, but the insurer is exempt from the obligation to compensate, necessary time for the creditor or third-party agreement. In the first case, an insured event occurs, and the insurer may claim damages to the taken person returns. There is no need for the insurer's consent, but it is unclear from the insurer whether it can refuse damage to that person request. Moving to the right of the transaction this time around without reference to the law.

The regressive right to use certain prerequisites: the norm, according to the request passes to the insurer, if he compensates the insured damage.

It is interesting to prohibit the use of subrogation rights. According to the norm, "if the right to an insurer is associated with the family members residing with him, the right to move is excluded if the family member caused damage" [11].

In the legal literature there is no doubt that there is normally a technical error by Bob on. In particular, the second part of Article 832 is amended as follows: when a family member has not intentionally caused damage. The lawyer believes that the insurer's right to subrogation is unreasonable on the grounds of damage caused through negligence on the part of the family member of the insured.

Subrogation is seen as a means of preventing unreasonable enrichment [5].

Subrogation is defined as follows by Georgia's Civil Code: "If the insurer can seek payment for damage to third parties, this requirement is passed to the insurer if it reimburses the insurer." As a result, the standard is set in the claim right. Notably, the exercise of the subrogation right does not require the approval of the parties; if necessary, it automatically ends the relationship and compels the parties to substitute one another.

If the applicant is a relative of the victim, the relative, friend, or victim informs the firm that he would not have brought his claim against this person if there had not been an insurance policy. In all circumstances, the insurer is entitled to subrogation; however, if the insurer does not grant him permission to exercise this right, the insurance company will be totally released from the insurer's liability from the insurer, or if the liability has already been issued, it requires a return from it. In this scenario, the insurer is released from the business, but only to the extent of the costs he incurred for services like an attorney or audit. The insurance provider will deduct these costs.

We should discuss two aspects of employing the Subrogation Institute, as stated in the new remark to Georgia's Civil Code: first, protect the insurer from disproportionate enrichment; and second, ensure equal involvement of all parties involved in insurance interactions, the insurer and the insurer [19]. First of all, we must closely monitor our place and role in the Civil Code system, since subrogation is exposed to the risk of damage, it is indisputable that this is a special rule and is only related to the legal relations in this chapter. In case of damage to the insured, the insurer shall assess the amount of damage caused during the insured event and within the limits of the insurance fee, the damage will always be reflected in specific indicators.

The regressive right to use certain prerequisites: the norm, according to the request passes to the insurer, if he compensates the insured damage, the third party insurer the right to demand damages the same time.

As stated above, the goal of the legislative branch to attract the Subrogation Institute did not allow the injustification of the person to be unfairly incurred. Absolutely the approach of the fair is that the norm in the absence of the insurer caused the damage compensated by the insurance company, as well as causing harm to the person and it is unjustifiably rich, therefore from the comments of the Civil Code, in accordance with subrogations, the insured person is entitled to compensation for damage to client demand, law [19], but here is another worthy transaction, since the insurance contract is a valuable transaction in exchange for insurance risk provided by the insurer's contract, periodically receives insurance remedy from the insurer, while the insurer is obliged to reimburse his harm.

Impeccable demand for the law. Compensation for damage will be insured by the insurer on the basis of unreasonable enrichment of the insurer. This question also matters in this case and is a rather controversial issue. One of them is indisputable — damage must be caused by losses, but the question is, who has the right to receive this reward? What will be the optimal solution at present, so as not to compensate for the interest of any party?

In this instance, the third-party insurer, who in turn accepted the insurance premium from the insurer on a periodic basis in exchange for insurance, issued insurance payments. The damage to one party, the responsible party insured by the other party, who has already received compensation from the insurance company to make up for loses. It is difficult to say which subject is really an authorized insurer or an insurer

for receiving compensation from losses. If we look at the issue with the fact that the insured to ensure that compensation has been received and the insurance pays for it again returns to damage, the same can be asked the same question in the case of the insured company that it periodically takes Contract insurance premiums. It will be more fair, equally divided between the insurer and the insurer in the amount of removal from the damage, in this case there is no doubt about the unreasonable enrichment of either party.

The above-mentioned example is the decision of the Supreme Court [16]. which states that "when an insurance policy insured by legal relations is insured, the person is insured with double demand. However, the insurer has no right to issue an insurance premium and further injuring the tort claims of the amount of the obligation. Accordingly, Article 832 as a normative norm of special relations can not be applied by analogy, since this explanation of the norm is not related to the objective objectives of the law".

Civil Code 858. Article of the law of recourse means an exception in which a number of shortcomings, since regression instead of being recourse, so this article is a subrogation ban train, private insurance lawmaker to control the policyholder insurer for replacement, and the reason for this is that head of regulated relationships, like for non-life insurance, it directly depends on the amount and, therefore, when the insurance company, the insurer reimburses the damage, it automatically replaces t it because the legislature can not allow the insured to receive compensation for double compensation, as well as to the private insurer, insurer, and policyholder in the legislature, to balance the introduction of subrogation rights.

Finally, it can be said that the subrogation institution has not been completely eliminated by any of the parties using unprofitable wealth, but it should be noted that the above proposal is the best way in which neither side will have the right to compensation for damage.

Important issues related to the Civil Code of the Russian Federation 832-p, in the second sentence, according to which, if the insurer is lowered by a third party in respect of its claim or its demand for the right to provide, the insurer shall be exempt from damages in the amount of the obligation to compensate, he can have his expenses and expenses implemen in relation to shouting or demand.

I agree with K. Iremashvili that the insurance has the ability to demand payment from a third party, but the law gives the insurer

the discretion to decide whether or not that third party will be held accountable and required to make repairs. The insurer is not required to completely compensate a third party for the damage; the insurer is free to not to do so. Iremashvili — 832 Haheli comments on CCG, 2016 In this case, the insurer must make a decision because such a solution to the issue will be detrimental to him.

It is interesting to learn about the limitation of this rule [14]. The Supreme Court, the decision of the court when considering the complaint, the policyholder of the transportation of cargo requires compensation for damage caused as a result of the limitation period, it is used incorrectly is RC-128, 3 of the following: in the case of claims brought by non-shipping violation of the rights of the relationship, but 832-items in the centuries properly, the insurer's regressive compensation claims are based on, and, since this article does not provide for the insurer's right of recourse restriction on the period, that I used RC Co. Article 128 (3) of the Criminal Code of Georgia Illuminated general limitation period.

Court of Cassation Definition:

In the event of a dispute, it is important to separate the transfer of the right to claim compensation from the insurer against a regressive obligation. The Court of Cassation mentions 832. Article in the centuries, and explained that this article does not provide for any recourse of the obligation, but also the opportunity during which the insurer moves the right to claim, which insured the damage from the person liable, and that the transfer is made by the insurer for the insurance contribution inside. Such a shift to the right of claim is known as the principle of subrogation. In this case, the insurer changes the insurer with the right to claim damages. Without compromises, the content of existing obligations — legal relations do not change, no requirement arises from the content of legal relations with the corresponding obligation. The demand will be transferred to the new creditor, as in the hands of the original creditor.

If it becomes clear that the claim of the insurer concerns damage caused by the damage, the insurer will also be older. The change in the creditor does not cause a change in the statute of limitations and the calculation rule. The appellate court also explained that in such circumstances the applicant, the issue of withholding will be decided in the provision of some regulation, regulating the client and injuring the

relationship between them, in this particular case, which will be used to deliver the rules.

I think that issues related to the limitation period are not a problem, and this is absolutely the right approach if we consider the problem on the basis of specific specifications.

Resume

This article served to illustrate how I see subrogation as a safeguard against unjustified enrichment. The aim of the legislator is to address the unjustifiable enrichment of a person, and I think the suggested approach will be more safe and preserve the fundamental civil law norm of equality. Although there is no question that any of the parties is unfairly enriched, it will be more equitable if the insurer and the insurer share equally in the proceeds from the damage.

The amendment which drastically alters the content of the standard, is likewise the focus of the study. This effort is an attempt to interpret the information that should actually be received from this article in order to ensure a correct understanding of the law and eradicate flaws. In the end, this gap is not closed, which in turn has an incorrect legal consequence.

References

1. Georgian Civil Code, 2021.
2. Cannar, Essential Cases in Insurance Law, Woodhead-Faulkner, Cambridge, 1985.
3. Giorgi Amiranashvili, The right to subrogation is inadmissible, Student Legal Journal, 2011.
4. Johnny C. Parker, The Made Whole Doctrine: Unraveling the Enigma Wrapped in the Mysteryof Insurance Subrogation, MISSOURI LAW REVIEW, Vol. 70. 2005. 730.
5. Johnston D., Zimmermann R., (eds.), Unjustified Enrichment: Key Issues in Comparative Perspective, Cambridge University Press, 2002.
6. Law of Georgia on Insurance, 1997.
7. MJB Gardin Dumesnil, Latin synonyms, with their difference values and examples taken from the best Latin authors, London, 1825, 530.
8. New comments of the Civil Code of Georgia,2016.
9. Sheldon, Henry Newton, The Law of Subrogation, Published by Legare Street Press, 2022.

10. Steven F Baicker-McKee, Federal Civil Rules, Edition Baicker-McKee Janssen Thomson Reuters, Handbook 2023.
11. Tsisakadze, Commentary on the book IV, Volume II, Ketevan Iremashvili 832 Commentary on the article.
12. Walker (Johnny C. Parker, The Made Whole Doctrine: Unraveling the Enigma Wrapped in the Mysteryof Insurance Subrogation, MISSOURI LAW REVIEW, Vol. 70 2005, 730.)
13. Zurab Chechelashvili, "Demand and Debt Relief" (Comparative Legal Study), vol., 2004, 35–36.
14. Decision of the Supreme Court. No-581–549–2011.
15. Supreme Court of Georgia No. 6–663–624–2011, February 17, 2012.
16. Supreme Court of Georgia, 2011, No. 581–549–2011.
17. https://old.supremecourt.ge/files/upload-file/pdf/mnishvnelovani-ganmartebebi-2016.pdf
18. https://old.supremecourt.ge/files/upload-file/pdf/news-biznes-davebi.pdf
19. http://www.gccc.ge