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FEATURES OF PROPERTY INSURANCE CONTRACT

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Abstract: The article examines some features of the civil law regulation of certain types of property insurance contracts, analyzes the legislation of the Republic of Uzbekistan and other legislation in terms of the research.

Keywords: property insurance, insurer, policyholder, property insurance contract.

MAIN PART: INTRODUCTION

Insurance is carried out on the basis of property or personal insurance contracts concluded by a citizen or legal entity (insurer) with an insurance organization (insurer). it is carried out on the basis of property or personal insurance contracts concluded with the insurer [1].
Insurance is a relationship related to the protection of the interests of individuals and legal entities, related to the establishment and use of targeted monetary funds to compensate for the damage caused in the event of a particular event [2].
The entire chapter 52 of the Civil Code of the Republic of Uzbekistan is devoted to insurance contracts [1] and it is in this chapter that the concept of a property insurance contract is established – In accordance with the property insurance contract, one party (insurer) is obliged to pay (pay insurance compensation) for the damage caused to the insured property in the event of an event (insurance event) provided for in the contract to the other party (insurer) or to the person (beneficiary) for which the contract was concluded in favor of the person.
Based on this definition, one can distinguish the main terms used in property insurance contracts:
Parties to the contract are insurer, insurer or beneficiary;
Insurance premium-payment by the insurer for insurance, which is paid to the insurer in national currency or foreign currency in the manner and terms stipulated in the insurance contract;
Insurance event-specific events provided for in the insurance contract;
The sum of insurance is a certain amount, and the insurer is obliged to pay the insurance compensation (insurance payment) under the insurance contract within the framework of this amount.
Property insurance contracts are concluded in writing. An important condition for property insurance contracts is the subject. They can be property (or other property interests), the amount of insurance, the terms of the insured event and the validity of this contract. The peculiarity of a property insurance contract is that, in addition to a signed contract, it can also be concluded by submitting an insurance policy by the insurer to the insurer (it can also be called a certificate, certificate or receipt), this policy is signed only by the insurer and can be one-time or General [3].
A one-time policy is limited to only one subject(object) (one-time property insurance) and a common policy can be applied to regular property insurance consisting of lots. The subject of the

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contract must consist of the rights and obligations of the parties. Features of property insurance include:
The amount of insurance should not exceed the actual value of the property;
A property insurance contract in favor of the beneficiary can be concluded without specifying its name;
The right to a regress claim to the insurer who paid the insurance compensation under the contract is transferred within the amount paid;
It is necessary to understand what property interests can be insured under the property insurance contract:
risk of loss/loss of property, deficiency or injury;
liability risk for obligations arising from damage to the life, health or property of other persons, and liability for contracts in cases provided for by law is also a risk of civil liability;
the risk of loss from entrepreneurial activity, including the risk of not receiving the expected income, due to violations of its obligations by the counterparties of the entrepreneur or changes the conditions of this activity due to circumstances unrelated to the entrepreneur-an entrepreneurial risk.
Civil law provides for several types of property insurance contracts, depending on which interests this type of contract is aimed at protecting:
According to Article 915 of the Civil Code, under a property insurance contract, the following can be insured:
risk of loss (loss), low output or damage to certain property;
civil liability risk is the risk of liability for obligations arising from damage to the life, health or property of other persons, and in cases provided for by law, as well as liability for contracts;
entrepreneurial risk is the risk that an entrepreneur's counterparties will break their obligations or not be able to receive the expected income from entrepreneurial activity due to changes in the conditions of this activity according to situations that do not depend on the entrepreneur.
The most common contracts in this category are property insurance contracts. Therefore, we will consider the features of this type of property insurance contract.
Thus, property in this contract is understood as: items, Securities, money and various properties that were not issued from civil circulation at the time of the contract. The above property can only be insured in favor of a particular person:
If the insurer or beneficiary does not express interest in maintaining the property that is the subject of the insurance contract, the contract is not concluded on legal grounds [4].
The contract for the insurance of property for the benefit of the beneficiary can be concluded without specifying the name or name of the beneficiary. When such a contract is concluded, the insurer is given an unnamed policy of the owner. In the implementation of the rights under such a contract, it is necessary to provide this policy to the insurer [5].

DISCUSSION

Analyzing these characteristics of a property insurance contract, I would be appropriate to emphasize its peculiarity – the presence of an insurer or beneficiary based on a law (or other regulatory legal document or contract).
The next type of contract is liability insurance. This insurance regulated liability insurance relations at the law level.

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In accordance with article 918 of the Civil Code and this article, the risk of liability under the liability insurance contract for obligations arising from damage to the life, health or property of other persons can be insured against the liability risk of the insurer himself or any other person to whom such liability may be imposed.
The risk of liability for damage must be specified in the insurance contract of the insured person. If this person is not specified in the contract, the risk of the insurer's own liability is considered insured.
A liability risk insurance contract for injury can be concluded in favor of beneficiaries, even if the contract is concluded in favor of the insurer or other person responsible for the injury, or if the contract does not specify in whose favor it was concluded [6].
In cases where the liability of other persons, and not the insurer under the contract, is insured, the insurer has the right to exchange such a person for another at any time before the occurrence of the insured event (if the contract does not provide for a different rule), but there is a need to inform the insurer about it, the main A warning is a necessary condition, since an important condition of the contract changes, which can affect the moment of the insured event, and in this case, the insurer can exercise the right to revise the amount of the insurance premium. Such deadlines are not provided for by the civil legislation of the notification of the replacement of the beneficiary, only a written form of notifications is provided. It should be remembered that the replacement of the beneficiary should be the interest of the person under contract, and if there is no interest, the contract may remain unstructured on legal grounds.
In a liability insurance contract, liability may be insured for damage that occurs independently of someone's fault, or through the fault of the person responsible or other persons to whom it is responsible. This will depend on the terms of the contract. If the contract does not contain special conditions on the origin of the guilt, then the responsibility under the general rule is considered insured regardless of whether it happened at someone's fault or not. In a property insurance contract, the parties can agree to insure only innocent liability or liability arising under the fault of the responsible person.
According to Article 919 of the Civil Code, insurance of the risk of liability for violation of the contract is allowed in cases provided for by law.
The risk of liability for violation of the contract under the insurance contract can only be insured against the risk of liability of the insurer himself. An insurance contract that does not comply with this requirement is not valid in itself.
The risk of liability for violation of the contract is insured in favor of the beneficiary, even if the insurance contract is concluded in favor of another person or it does not say in favor of whom, according to the terms of the contract, the insurer must take the appropriate responsibility to which party.
The last type of property liability agreement to be considered in this article is entrepreneurial risk insurance. Based on such insurance contracts, only the insurer can be insured against its own entrepreneurial risk and only in its favor. The entrepreneurial risk insurance contract of a non-policyholder is in itself invalid. An entrepreneurial risk insurance contract for the benefit of a non-policyholder is considered concluded in favor of the insurer. The risk of entrepreneurship can be the risk of loss (for example, due to interruptions in activities), the risk of non-payment, the risk of the manufacturer's liability (for example, for the production of poor-quality products). Only citizens with the status of an individual entrepreneur, as well as legal entities, have the right

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to insure entrepreneurial risk, but only part of their activities, which are entrepreneurial activities, should be considered.

An important feature of this type of property insurance contract is that the contract is concluded in any case in favor of the insurer, even if the entrepreneurial risk insurance contract was originally concluded in favor of the non-insurer.

Under an entrepreneurial risk insurance contract, the amount of insurance must not exceed the value of the insurance. The insurance value for this type of contract is the losses in entrepreneurial activity caused by the insurer in the event of an insured event.

In many cases, the existence of an insurance interest, which is the object of insurance protection, is obvious to the person to whom protection is provided and does not require proof. Nevertheless, there are problems with this in certain cases [8].

CONCLUSION

In conclusion, property insurance is insurance that is an object of material wealth. Property insurance contracts are of great importance to participants in civil turnover, as they are a way to protect against profit. When drawing up these contracts, it is very important to correctly determine the type of contracts, since if there is a mistake in choosing, the insurance heel may be rejected.

Also, when drawing up property insurance contracts, it is very important to keep in mind that the parties must have insured interests under the property insurance contract, if this is not an interest, the contract may be terminated.

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