

EVIDENCE AND OPERATING CONDITIONS IN THE INSURANCE CONTRACT USING THE DIGITAL FORMAT IN COMMUNICATION

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Abstract

The "Covid-19" pandemic was a determining, catalytic factor in accelerating economic and social processes. The syncope generated by the pandemic in society has introduced new elements of "artificial intelligence" and "reasoned reality" in the economy of commercial insurance. Insurance Economics and Commercial Insurance Law, registers a series of changes in substance and form in relation to the completion of the documents for concluding and executing the insurance contract. The changes, generated by the obligation to physically distance and quarantine people, have made it impossible for potential policyholders, in some cases, to sign insurance offers received from insurance companies. An important legal aspect is given by the assumption of the insurance contract based on the electronic communication of the insurance application, of the insurance offer with or without certified and qualified electronic signature in digital format. This situation is not a procedure now regulated in the Civil Code, but it is a procedure imposed by insurers and accepted by policyholders. We will try to open a window to debate the issue in which people involved as legal specialists, people employed by regulators to find regulatory solutions.

Keywords

JEL G22 – insurance, insurance companies; K12 – contract law; K15 – civil law; L81 – electronic commerce.

JEL Classification

K10, K12, K86, G22

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