

FUNDAMENTALS OF GENERAL INSURANCE

THE CONCEPT OF INSURANCE IS RISK DISTRIBUTION AMONG A GROUP OF PEOPLE. HENCE COOPERATION BECOMES THE BASIC PRINCIPLE OF INSURANCE.

TO ENSURE THE PROPER FUNCTIONING OF AN INSURANCE CONTRACT, THE INSURER AND THE INSURED HAVE TO UPHOLD THE 7 PRINCIPLES OF INSURANCES MENTIONED BELOW:

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- Utmost Good Faith
 - Proximate Cause
 - Insurable Interest
 - Indemnity
 - Subrogation
 - Contribution
 - Loss Minimization

PRINCIPLE OF UTMOST GOOD FAITH

The fundamental principle is that both the parties in an insurance contract should act in good faith towards each other, i.e. they must provide clear and concise information related to the terms and conditions of the contract.

The Insured should provide all the information related to the subject matter, and the insurer must give precise details regarding the contract.

PRINCIPLE OF PROXIMATE CAUSE

This is also called the principle of 'Causa Proxima' or the nearest cause. This principle applies when the loss is the result of two or more causes. The insurance company will find the nearest cause of loss to the property. If the proximate cause is the one in which the property is insured, then the company must pay compensation. If it is not a cause the property is insured against, then no payment will be made by the insured

PRINCIPLE OF INDEMNITY

This principle says that insurance is done only for the coverage of the loss; hence insured should not make any profit from the insurance contract. In other words, the insured should be compensated the amount equal to the actual loss and not the amount exceeding the loss. The purpose of the indemnity principle is to set back the insured at the same financial position as he was before the loss occurred. Principle of indemnity is observed strictly for property insurance and not applicable for the life insurance contract.

PRINCIPLE OF SUBROGATION

Subrogation means one party stands in for another. As per this principle, after the insured, i.e. the individual has been compensated for the incurred loss to him on the subject matter that was insured, the rights of the ownership of that property goes to the insurer, i.e. the company.

- Subrogation gives the right to the insurance company to claim the amount of loss from the third-party responsible for the same

PRINCIPLE OF CONTRIBUTION

Contribution principle applies when the insured takes more than one insurance policy for the same subject matter. It states the same thing as in the principle of indemnity, i.e. the insured cannot make a profit by claiming the loss of one subject matter from different policies or companies.

PRINCIPLE OF LOSS MINIMISATION

This principle says that as an owner, it is obligatory on the part of the insurer to take necessary steps to minimise the loss to the insured property. The principle does not allow the owner to be irresponsible or negligent just because the subject matter is insured.

PRINCIPLE OF INSURABLE INTEREST

This principle says that the individual (insured) must have an insurable interest in the subject matter. Insurable interest means that the subject matter for which the individual enters the insurance contract must provide some financial gain to the insured and also lead to a financial loss if there is any damage, destruction or loss.