Jafarli Maharram Natig,
Master's student, Civil Procedure and Commercial Law Department, Baku State University
E-mail: meherremceferliii@gmail.com

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COMPARATIVE ANALYSIS OF INSURANCE CONTRACTS BASED ON AZERBAIJANI AND TURKISH LEGISLATION

Açar sözlər: *müqayisəli təhlil, sığorta, müqavilələr, Azərbaycan, Türkiyə.*

Ключевые слова: *сравнительный анализ, страхование, контракты, Азербайджан, Турция.*

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Insurance relations, as an integral part of modern legal and economic systems, play an important role in managing risks, maintaining financial stability and regulating legal relationships between the parties. The insurance contract, which is the primary legal instrument of these relations constitutes the legal basis of insurance activity. Against the background of the deepening processes of globalization and regional economic integration, the formation and application of insurance law within the framework of national legislations is of particular relevance from a scientific and legal point of view.

Although Azerbaijan and Turkey have similar legal traditions in terms of regulating insurance law, there are certain differences in the normative-legal framework, the concept and form of the insurance contract, the liability of the parties, as well as issues related to the invalidity and termination of the contract. Insurance contracts in the Republic of Azerbaijan are mainly regulated by the Civil Code and the Law on Insurance Activities. In Turkey these relations are governed under the framework of the Turkish Law on Obligations and the Turkish Commercial Law. The legal essence of the insurance contract in the legislation of both countries is based on similar principles. But different approaches are observed in terms of application mechanisms and legal consequences [4, p. 67].

Comparative approach allows researchers to conduct a systematic and structured legal analysis of an insurance contract in the legislation of both countries. As a result, recommendations can be formulated to eliminate regulatory gaps in this area and strengthen legal control in both Azerbaijan and Turkey [4, p. 69].

Insurance contracts are of paramount importance in both countries in terms of legal determination of risks and determination of rights and obligations of the parties. According to the legislation of Azerbaijan, the legal regulation of insurance contracts is determined by a number of normative acts, including the Law "On Insurance Activities" and the Civil Code.

The Civil Code of Azerbaijan defines the general principles of contract law and establishes the main legal conditions of the types of contracts

that insurance contracts include. This Code provides a general legal framework for cases where a contract is considered invalid and determines the legal consequences that may be applied to contracts. The Civil Code regulates the insurance contract in comprehensive way within the chapter 50.

The Law "On Insurance Activities" regulates the general principles of insurance relations and the conclusion of the contract by agreement of the parties, the sharing of risks, the occurrence of an insured event and the payment mechanism from a legal point of view [2]. Within the framework of this law, the non-compliance of the insurance contract with the legislation or circumstances that violate the legal obligations of the parties may lead to the termination of the contract, and in such cases, disputes arising between the insurer and the insured are resolved through legal procedures [6, p. 558].

The Law "On Insurance Activities" normatively determines the structure of the Azerbaijani insurance market and regulates the principles of concluding, executing and distributing insurance contracts [11]. This law and its application rules constitute the main normative basis required for the legal force of an insurance contract in Azerbaijani legislation [9, p. 11].

In accordance with Article 883.1 of the Civil Code of the Republic of Azerbaijan, "an insurance contract is an agreement that establishes the terms and conditions under which the insurer undertakes to pay losses, damages, or an agreed amount of money related to risks to which the insured may be exposed, based on the occurrence of a certain event, in return for the insured paying the appropriate insurance premium"[1]. Article 1.1.10 of the Law "On Insurance Activities" also reiterates the same definition [2].

It is necessary to touch upon the elements, which are the indicators of the existence of a valid insurance contract. As can be seen from the concept of the insurance contract, the elements of an insurance contract are the parties to the contract, the subject matter of insurance, the insured interest, the insurance risk, the premium, and the sum insured.

The parties to an insurance contract are the insurer and the policyholder. According to Article 884.4 of the Civil Code, "the policyholder is a party to the insurance contract who pays the premium and has an insurable interest in the insured object" [1]. The article 884.3 of the Civil Code states "the insurer is a party to an insurance contract under which it is obliged to make a payment on the occurrence of an insured event provided for in a voluntary insurance contract, in the laws regulating the implementation of compulsory insurance types" [1]. Furthermore, the insured and the beneficiary may also be parties to the contract. Under the insurance contract, the person whose interests are insured is considered the insured. The beneficiary, on the other hand, is considered to be the person to whom the insurer pays the insurance proceeds directly.

It can raise a question, what is the main reason for distinguishing between the three participants in an insurance relationship: the policyholder, the insured, and the beneficiary? Thus, by distinguishing between these three entities, the legislator has in fact allowed for the possibility of different individuals, rather than just one person, participating in these roles. It is not a prerequisite that the policyholder will necessarily be the beneficiary or the insured in every instance. The legislation also provides that, "in a personal insurance contract, if another person is not designated as the insured, the policyholder is simultaneously considered the insured. In property insurance, the recognition of the policyholder as the insured cannot be restricted in any way, including by the terms of the contract, regardless of whether another person is designated as the insured. If no other person is designated as the

beneficiary in the insurance contract, the policyholder and/or the insured person shall be deemed the beneficiary" [1].

Insurance risk is an event, likely to occur, accidental or undesirable, covered by insurance provision [2]. Under the insurance contract, the insurer is liable only for the risks covered by the contract. This can be regarded as a provision that protects the insurer's interests. By taking the concept of risk into account, the insurer's liability for damages arising from simple cases is effectively eliminated.

Insurable interest is a fundamental element of an insurance contract. "Insurable interest is the interest conditioned on the likelihood that a person will suffer a financial loss in the event of the occurrence of the insured event, and on which their right to insure the subject of insurance is based" [1].

According to Azerbaijani legislation, the object of insurance is the policyholder's or the insured person's lawful property interest [1]. In this respect, the insuring of any prohibited interest, losses from gambling, or fines is prevented. A question may arise as to whether an interest arising from participation in gambling, betting or lotteries can be the subject of insurance. It is precisely the interests related to participation in games, bets, and lotteries, however legitimate they may be, that are considered prohibited from being insured. This matter can be explained as follows: the primary purpose of insurance is to cover the loss a person incurs in relation to any potential risk. In the process of betting or playing the lottery, the very probability of a person winning also has an uncertain nature. In other words, winning is probabilistic in nature, as it is a realisation of the insurance risk. Insuring a contingent interest against the risk of non-winning does not align with the principle of indemnity, which is fundamental to the purpose of insurance.

The premium is the sum of money payable by the policyholder to the insurer, as stipulated in the insurance contract, in return for the assumption or distribution of risks [1]. The significance of the premium is that insurance cover is only deemed to commence after the first premium has been paid. As the insurance cover begins from this point, the insurance contract is effectively considered to have come into force at that moment. The non-payment of the premium by the policyholder, however, results in the insurer acquiring a number of rights. In such a case, the insurer may cancel the insurance contract, refuse to pay the insurance claim, or grant an additional period for the premium to be paid.

The sum insured is the ultimate limit of the insurer's liability for the insured risks [1]. The sum insured acts as a type of limiter on the insurer's liabilities. The insurer is not liable for any amount above this limit. This element is significant from the insurer's perspective. At the same time, the sum insured is interrelated with the insurance payout. For every insurance payout made by the insurer, the sum insured decreases proportionally.

The issue of the form of the insurance contract holds particular importance in legal doctrine. The form requirements for an insurance contract are the fundamental rules necessary for the valid contract. The key issue of interest here is whether the form of the insurance contract should be regarded as a condition of validity or a condition of proof. A review of the legislation of Azerbaijan and Turkey shows that there is a distinction in the regulatory provisions concerning the form requirement. Article 899 of the Civil Code provides that an insurance contract is concluded in writing in any of the following forms:

1. by the parties drawing up and mutually signing a document called an insurance contract, based on the relevant insurance rules;

2. by the insurer issuing an insurance certificate to the insured, provided that the insured has confirmed their agreement to the relevant insurance rules;

3. in another manner provided for in the laws on compulsory insurance [1].

Furthermore, with the amendments made to the Civil Code, an insurance contract may also be concluded in the form of an electronic document.

The initial impression from the article is that by prescribing the written form here, the legislator has in fact regarded it as a fundamental validity requirement of the contract. However, the point is that in the third paragraph of the same article, the legislator emphasises that the insurer alone is liable for the non-compliance of the insurance contract with the written form [1]. From this perspective, we can say that by placing the obligation on only one party, the legislator has in fact regarded the written form as a condition of proof.

The legislation of both countries provides for a number of mechanisms to ensure the protection of the policyholder. Although the Civil Code does not contain provisions directly under this heading, this conclusion can be drawn from the interpretation of various norms. To illustrate, article 891.1 states: "Subject to Article 891.2 of this Code, an insurer who reinsures the risks it has insured under an insurance contract (the reinsured under the reinsurance contract) bears full and direct liability to the insured under that insurance contract"[1]. At the same time, the insurance certificate also serves this function. Under Azerbaijani legislation, the insurance certificate acts as the document issued by the insurer to the insured to confirm the existence of the insurance contract. Thus, the insurance certificate is written evidence for the purposes of the Civil Procedure Code. This requirement must be complied with by the insurer even where the insurance contract has been concluded in writing.

In Azerbaijani legislation, there are specific grounds in the article 908 of the Civil Code that may lead to the invalidity of insurance contract. For instance, the absence of a legally recognized risk in an insurance contract or the lack of knowledge of the risk may cause the insurance contract to be legally ineffective from the moment of its conclusion, which constitutes the legal basis for the invalidity of the contract [8, p.22]. In addition, the Law "On Insurance Activities" provides for the violation of license requirements by the insurer or the insurance of risks prohibited by law as cases that exclude the legal validity of the contract [7, p. 310]. Other grounds of invalidity in the Civil code:

- the insurance contract is concluded with persons not authorized to conclude contracts on behalf of the insurer or the insured;
- the subject of insurance does not exist at the time the insurance contract is concluded;
- the subject matter of the insurance is connected with the insured's unlawful interests, as well as with interests the insuring of which is prohibited by legislation;
- in respect of property insured for more than its actual value by one or more insurance contracts, insofar as the sum insured exceeds the insured value;
- in respect of additional terms included in the insurance contract that are not provided for in the policy terms and conditions and which prejudice the policyholder's position;
- when a person not authorized to carry on insurance business, or not permitted to carry on the relevant class of insurance, enters into the relevant insurance contract as the insurer (in which case the premiums paid are to be returned in full to the policyholder);
- where there is no insurable interest [1].

The legal basis of Turkish insurance contracts is regulated more within the framework of the Turkish Codes System. In Turkish legislation,

insurance contracts are applied in conjunction with the norms of the Sixth Book of the Turkish Commercial Code and Code of Obligations. Articles 1401 to 1520 of the TCC cover the basic principles of insurance contracts, the obligations of the parties, the determination of risk and the execution of the contract [12]. In particular, the composition of insurance contracts, the obligations of the parties, the disclosure of risk and the failure to fulfill the relevant obligations is regulated extensively in Turkish legislation by separate articles and in judicial practice. For example, in Turkish insurance contracts, failure to timely notify the increase in risk may have serious legal consequences and may lead to the invalidity of the insurance contract. This has a significant impact on the principle of maintaining the legal force of the contract [7, p. 311].

In Turkish law, the definition of an insurance contract is provided in Article 1401 of the Turkish Commercial Code No. 6102. According to that article, an insurance contract is an agreement whereby the insurer undertakes, in return for a premium, to compensate for a loss incurred by a person as a result of a measurable financial interest, or to make a payment or perform other obligations to one or more persons due to their life expectancy or certain events occurring in their lives. [3].

Turkish law also provides for similar position related to the parties of insurance contract. The TCC distinguishes the policyholder, the insured and the beneficiary [3]. Insurer is the party that assumes the risk of the insured in exchange for a premium and undertakes responsibility for any loss or damage arising from the occurrence of that risk. (i.e. Insurance Company). The Policyholder assumes the debts and obligations arising from the Contract and the Law, thereby securing his or her own interests or those of another person with the insurer. Insured is the person that his interests are covered by insurance. Beneficiary is the third party who is entitled to receive compensation when the risk materializes. Insurance contracts in which a beneficiary is designated are contracts “for the benefit of a third party”. In other words, the beneficiary is not a party to the insurance contract but is the only person entitled to claim the insurance proceeds. This is because, in the event of the risk occurring, no other person (including the insured) has any claim against the insurer.

In insurance, risk is a danger that may occur but is not certain, threatening a person’s financial interests. Pursuant to Article 1409 of the Turkish Commercial Code, “The insurer shall be liable for any loss or expense arising from the occurrence of the risk specified in the contract” [3]. The occurrence of the risk requires certain conditions to be met. These are:

- The damage must be accidental. If the occurrence of the event causing the damage is certain for each unit, insurance will not apply. The only exception to this is life insurance.
- The damage must be identifiable and measurable.
- The risk must not be too great. In that case, it may exceed the capacity of the insurance company. This would make it difficult to compensate for the risk.
- The items covered by the insurance must be as homogeneous as possible.

The definition of an insurance contract involves a person having an interest that can be measured in monetary terms. The term “interest” is used to express the insured person’s relationship of value with the property and is a concept specific to damage insurance. If the insured interest does not exist at the time the insurance contract is concluded, the contract is void. If an interest that exists at the time the contract is concluded ceases to exist during the term of the contract, the contract is void from that point on [3].

The insurance premium is the payment made by the insured to the insurer in return for the insurer's obligation to share and manage the risk. Article 1405 of the law states: "Payments made at the time of tender submission shall be deemed as premium upon the conclusion of the contract, or shall be added to the first premium" [3]. In other words, the insurer's obligation to bear the risk is the consideration for the insurance cover. The premium is the consideration for the insured's primary obligation under the insurance contract and the insurer's obligation to provide insurance cover. The payment of the premium forms the basis of the insurance contract. According to the law, the insurance premium must be paid in cash. The premium can be paid in advance or in instalments. Certain principles must be observed when determining the insurance premium. These principles can be summarized as follows:

- The premium amount must be sufficient to cover the insurer's compensation payments and costs.
- The premium must be fair, and different premiums must not be applied to insured persons with equal risk.
- The premium must be fair, and different premiums must not be applied to insured parties with equal risk.
- The premium must be at a reasonable level according to economic measures. In other words, the premium must not be so high as to discourage those seeking insurance, nor so low as to cause the insurance company to incur losses.
- The premium must be of a nature that encourages the adoption of safety measures and prevents damage.

A unique and protective feature of Turkish insurance law is found in Article 1405 of the TCC. In many jurisdictions, an insurer's silence following an application for insurance is interpreted as a lack of consent. However, in Türkiye, if a person wishing to conclude a contract submits a written application to an insurer, the contract is deemed to have been concluded if the insurer does not reject the application within thirty days. This rule shifts the burden of administrative efficiency onto the insurer, ensuring that potential policyholders are not left in a state of unquantified risk due to corporate inertia [3].

The TCC is distinguished by its more systematic and detailed approach to ensuring the insured's protection. Under the heading "Protective Provisions" (Articles 1452, 1486, 1520), the TCC contains specific provisions. These articles define the list of provisions that cannot be altered against the insured, the policyholder, and the beneficiary. For example, many important provisions, such as the insurer's duty to inform (art. 1423), requirements regarding content (art. 1425), and the obligation to pay loss adjustment expenses (art. 1426), cannot be changed against the insured [3].

In particular, it is necessary to emphasize the insurer's duty to provide information, as provided for in Article 1423 of the TCC. According to this provision, the insurer and its agent must provide the insured with prior written information about all the details of the contract, their rights, and the clauses to which they should pay special attention before the contract is concluded. In the event this information is not provided, the insured's rights are triggered, and the burden of proving otherwise falls on the insurer [3]. Unfortunately, such detailed pre-contractual information is not stipulated in Azerbaijani legislation. Studying the Turkish model could contribute to our legislation in this regard.

As for Turkish legislation concerning the requirement of form, neither the Turkish Code of Obligations nor the Turkish Commercial Code, unlike Azerbaijani Civil Code, contains any normative provision on the matter. In this respect, general provisions must be relied upon. Article 1 of the Turkish Code of Obligations states: "A

contract is concluded when the parties mutually express their will". This means that an insurance contract can be concluded both in writing and orally. However, this can lead to problems when it comes to proving the existence of the insurance contract should a dispute arise. In this regard, drawing up the contract in writing in duplicate is a practical necessity and ensures legal certainty for the parties. Paragraph 3 of Article 1424 of the Turkish Commercial Code states that, "In cases where a certificate is not issued, the proof of the contract is subject to the general provisions" [3]. This leaves open the possibility that the contract can exist without being documented in writing, but that it can be proven through correspondence, witness testimony, etc.

In Turkish legislation article 1404 of the TCC clearly states that an insurance contract is invalid in cases that are contrary to mandatory legal requirements, general morality, public order and personal rights. In addition, according to Article 1408 of the Commercial Code, if the insured interest did not exist at the time of conclusion of the contract and has disappeared during it, the contract shall have legal consequences as if it were not valid [3]. These mechanisms for the invalidity of the contract in Turkish legislation are aimed at ensuring public order and market reliability, despite the fundamental principle of national law - the protection of the legal and entrepreneurial freedoms of the parties [12]. In this regard, the Azerbaijani and Turkish legislative systems show both similarities and differences in the mechanisms that ensure the legal validity of insurance contracts [5, p. 65].

The Sixth Book of the Turkish Commercial Code (TCC) presents insurance contracts as a separate institution, and the grounds for the invalidity of the contract are clearly stated here. For example, the absence of the insured interest at the time of conclusion of the contract or the inclusion of conditions in the contract that are contrary to public order, morality and mandatory legal norms lead to the invalidity of the contract (For example, a contract insuring the proceeds of an illegal activity would be considered contrary to public policy and therefore null under Article 27 of the Turkish Code of Obligations) [3]. Under the Turkish Commercial Code, a breach of the duty of disclosure, whether through the concealment of material risks or the provision of misrepresentations does not render the insurance contract void ipso jure. Instead, such instances typically grant the insurer a statutory right of withdrawal or termination under the Code [9, p. 12].

Another important difference is related to the consequences of the contract. In Azerbaijani law, the invalidity of an insurance contract is based on the principle of restoring the parties to their previous position and the paid insurance premiums may be refunded [1]. If an insurance contract is declared void (absolute invalidity), it is considered null and void ab initio, meaning it produces no legal effects from the moment of its conclusion. In accordance with the general principles of restitution under Azerbaijani civil law, each party must return to the other what it has received under the invalid contract. If restitution in kind is impossible, monetary compensation equivalent to the value of the performance must be provided.

In the context of insurance, this primarily concerns the return of the insurance premium by the insurer and, where applicable, the return of any indemnity already paid by the insurer to the policyholder. However, the specific features of insurance law significantly affect the practical application of restitution. For instance, where the insurer has already borne the risk during a certain period before the contract was declared invalid, the issue arises whether the premium for that risk period should be fully returned. Azerbaijani legal doctrine generally supports the view that if the invalidity results from intentional miscon-

duct or bad faith on the part of the policyholder, particularly in cases of fraudulent misrepresentation or concealment of material facts, the insurer may retain the premium, especially if the insured event has not occurred.

Similar to Azerbaijani law, Turkish law distinguishes between absolute nullity and voidability. In cases of absolute nullity, the contract is deemed never to have existed and produces no legal effect. Restitution is governed by general unjust enrichment principles, requiring reciprocal return of performances.

However, Turkish insurance law introduces more nuanced rules regarding the consequences of misrepresentation and non-disclosure. Articles of the Turkish Commercial Code regulating insurance contracts establish that if the policyholder breaches the duty of disclosure, the insurer may rescind the contract (cayma hakkı) within one month [3]. If rescission occurs before the insured event, the insurer is generally entitled to retain the premium corresponding to the period during which it bore the risk. If the insured event has already occurred and the breach is causally connected with the occurrence or severity of the loss, the insurer may be wholly or partially released from the obligation to indemnify. In cases of fraudulent non-disclosure, the insurer may retain the entire premium and refuse payment.

A legal and comparative analysis shows that the legislation of Azerbaijan and Turkey takes a largely similar position regarding the concept of an insurance contract, its elements, form, and characteristics. Both legal systems recognize this contract as a consensual, aleatory, and onerous agreement based on the transfer of risk. The recognition of the contract's formality requirement as a condition of proof, rather than validity, and the linkage of the commencement of insurance coverage to the payment of the first premium also demonstrate the similarity between the legislations.

A comparative assessment reveals that both Azerbaijani and Turkish law apply general civil law principles of restitution to invalid insurance contracts but adapt them to the specific nature of insurance relationships. In both systems, invalidity typically leads to retroactive nullification and reciprocal restitution. However, Turkish law contains more detailed and systematically codified provisions within its commercial code, especially regarding pre-contractual disclosure and rescission rights. Azerbaijani law relies more heavily on general civil law provisions supplemented by sectoral legislation, leaving greater interpretative space to courts and doctrine.

However, the main differences appear in the details of the regulation and the systematic nature of the protective mechanisms provided for the insured. The Turkish Commercial Code regulates the insurance contract in a more systematic and detailed manner. In particular, the conclusion of the contract if the insurer fails to respond to the proposal within 30 days (art. 1405), the insurer's pre-contractual duty to provide information (art. 1423), provisions such as the insurer's obligation to provide information before the contract is concluded (Art. 1423), the prohibition on altering mandatory rules to the detriment of the insured (Arts. 1452, 1486, 1520), are progressive provisions for the protection of the insured's rights.

In conclusion, the following proposals can be made for the improvement of insurance legislation in Azerbaijan:

1. Establishment of more nuanced information obligation: Similar to Article 1423 of the Turkish Commercial Code, a provision should be established requiring the insurer to provide the insured, before the insurance contract is concluded, with the main terms of the contract, exclusions, and any circumstances requiring special attention, a provision establishing an obligation for the insurer to provide the insured with detailed information about the par-

ties' rights and duties before the insurance contract is concluded.

2. Clarification of mandatory provisions: Establishing a clearer and more systematic list of clauses in the Civil Code or the Law on Insurance Activities that are prohibited from being modified to the detriment of the insured.

These measures can serve to increase transparency in the insurance market, more effectively ensure the equality of the parties' rights, and consequently strengthen public trust in the insurance institution.

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Cəfərli Məhərrəm Natiq oğlu,
Bakı Dövlət Universitetinin Mülki proses və
kommersiya hüququ kafedrasının magistrantı

SIĞORTA MÜQAVİLƏLƏRİNİN AZƏRBAYCAN VƏ TÜRKİYƏ QANUNVERİCİLİYİNƏ ƏSASLANAN MÜQAYİSƏLİ TƏHLİLİ

XÜLASƏ

Bu tədqiqat işi Azərbaycan və Türkiyə qanunvericilikləri əsasında sığorta müqavilələrinin hüquqi mahiyyətinin və tənzimlənmə mexanizmlərinin müqayisəli təhlilinə həsr olunmuşdur. Araşdırmada sığorta müqaviləsinin anlayışı, müqavilənin əsas elementləri, etibarlılıq şərtləri və etibarsızlıq halları hər iki ölkənin müvafiq normativ hüquqi aktları kontekstində sistemli şəkildə təhlil edilmişdir.

Tədqiqat nəticəsində müəyyən edilmişdir ki, Azərbaycan və Türkiyə qanunvericilikləri arasında ümumi hüquqi prinsiplər – müqavilə azadlığı, tərəflərin bərabərliyi, vicdanlılıq və riskin bölüşdürülməsi – baxımından oxşarlıqlar möv-

cuddur. Bununla yanaşı, sığorta müqaviləsinin etibarsız sayılması üçün əsasların müəyyən edilməsi, məlumatlandırma öhdəliyinin həcmi, sığortaçının məsuliyyəti və məhkəmə təcrübəsində tətbiq mexanizmləri baxımından mühüm fərqlər də aşkar edilmişdir. Xüsusilə Türkiyə hüququnda sığorta müqavilələrinə dair normaların daha detallı və presedent yönümlü olması, Azərbaycan hüququnda isə normativ aktların sistemləşdirilməsinə və tətbiq mexanizmlərinin təkmilləşdirilməsinə ehtiyac olduğu nəticəsinə gəlinmişdir.

Nəticə etibarilə, müqayisəli təhlil göstərir ki, Türkiyənin sığorta hüququ sahəsindəki təcrübəsi Azərbaycan üçün normativ hüquqi bazanın inkişaf etdirilməsi və sığorta münasibətlərində hüquqi müəyyənliyin artırılması baxımından faydalı nümunə ola bilər. Araşdırmanın nəticələri sığorta hüququnun tədrisi, elmi tədqiqatlar və praktiki qanunvericilik islahatları üçün nəzəri və tətbiqi əhəmiyyət kəsb edir.

Джафарли Махаррам Натиг оглу,
магистрант кафедры гражданского процессуального и коммерческого права
Бакинского государственного университета

СРАВНИТЕЛЬНЫЙ АНАЛИЗ ДОГОВОРОВ СТРАХОВАНИЯ НА ОСНОВЕ ЗАКОНОДАТЕЛЬСТВА АЗЕРБАЙДЖАНА И ТУРЦИИ

РЕЗЮМЕ

Данная исследовательская работа посвящена сравнительному анализу правовой сущности и нормативных механизмов договоров страхования на основе законодательства Азербайджана и Турции. В исследовании систематически анализировались понятие договора страхования, основные элементы контракта, условия действительности и случаи недействительности в контексте соответствующих нормативно-правовых актов обеих стран.

В результате исследования было установлено наличие сходств между законодательством Азербайджана и Турции в отношении общеправовых принципов – свободы договора, равенства сторон, добросовестности и распределения рисков. В то же время были выявлены существенные различия в определении оснований для признания договора страхования недействительным, объеме обязанности информирования, ответственности страховщика и механизмах применения в судебной практике. В результате исследования было установлено, что, в частности, нормы по договорам страхования в турецком праве более детализированы и ориентированы на прецеденты, в то время как в азербайджанском праве существует необходимость систематизации нормативно-правовых актов и совершенствования механизмов их применения.

В итоге сравнительный анализ показывает, что опыт Турции в области страхового права может служить полезным примером для Азербайджана в плане развития нормативно-правовой базы и повышения правовой определенности в страховых отношениях. Результаты исследования имеют теоретическое и прикладное значение для преподавания страхового права, научных исследований и практических законодательных реформ.

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