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CONCEPTUAL LANDMARKS OF THE RESEARCH

Life insurance is an area of particular social, economic, and legal significance due to its direct impact on the lives of individuals and their families and, indirectly, on the stability of financial systems. In modern society, concern for the protection of life and personal integrity has crystallized not only through public policy, but also through specific legal means, among which the life insurance contract occupies a central place.

The relevance and importance of the topic lies in the comparative approach to the legal regime of life insurance contracts in Romania and the Republic of Moldova, a topic which, although important in practice, is relatively little discussed in the specialist literature.

Purpose of the paper and research objectives. The purpose of the paper is to analyze the legal regime of life insurance contracts through a comparative approach in two distinct but culturally, linguistically, and historically similar legal jurisdictions: Romania and the Republic of Moldova. The paper aims to highlight the similarities and differences between the two systems, identify any legislative gaps, and offer solutions for interpretation and practical application.

In order to achieve the above-mentioned goal, the following research objectives were outlined:

- Investigating the historical evolution of life insurance in Romania and the Republic of Moldova in order to understand the fundamentals and influences on current regulations;
- Clarification of the concept and legal nature of life insurance contracts, highlighting their distinctive features compared to other types of contracts;
- Classification of types of insurance and differentiation between life insurance and other forms of insurance;
- Analysis of the formal and substantive requirements of the contract, including aspects related to validity, consumer protection, and the role of financial supervision;
- Comparison of regulations in Romania and the Republic of Moldova to identify best practices and any inconsistencies or areas for harmonization.

The methodology used in this paper is mixed, with a predominance of legal-comparative analysis. Specifically, the methods used are:

- a. doctrinal analysis – used to study the specialist literature in the field of civil law and insurance law, both in Romania and in the Republic of Moldova (relevant doctrinal opinions, monographs, scientific articles, and specialized works were analyzed in order to understand how the life insurance contract is defined, interpreted, and applied in the two legal systems);
- b. comparative method – the central research method used to identify differences and similarities between legal regulations, doctrinal concepts, and jurisprudential solutions in Romania and the Republic of Moldova;
- c. legal interpretation method - used to analyze the relevant legal provisions of the Romanian Civil Code[4], the Moldovan Civil Code[3], and insurance-specific legislation (e.g., Law No. 237/2015 on the authorization and supervision of insurance and reinsurance activities in Romania[10], the Insurance Law of the Republic of Moldova[12]);
- d. the historical-legal method – used in the first chapter to reconstruct the evolution of life insurance regulations in the two countries, against the backdrop of external influences (French, Soviet, European) and the political and legal transformations of recent decades;
- e. indirect observation of practice – the paper refers to aspects of judicial practice and statistical data from reports by financial supervisory authorities or insurance companies.

By using these methods, the paper aims not only to describe existing regulations, but also to critically interpret them, identify potential problems, and propose legislative or practical solutions.

The following categories of sources were consulted and analyzed in the preparation of this paper:

1. Current national and European legislation, including the Civil Code (Law No. 287/2009)[4], the Civil Code of the Republic of Moldova (adopted by Law No. 1107/2002 and subsequent amendments)[3], Law No. 237/2015 on the supervision of insurance activities in Romania[10], The main law regulating insurance activity in the Republic of Moldova, namely Law No. 92 of 07.04.2022 on insurance or reinsurance activity[12], which replaced the provisions of Law No. 407/2006 – repealed[11];
2. Relevant European directives in the field of life insurance;

3. Romanian and Moldovan legal doctrines, treaties, monographs, specialist articles from academic journals, including sources from the European area, for understanding the influences of comparative law;
4. Judicial decisions and rulings, where available, from the case law of the courts of Romania and the Republic of Moldova, as well as relevant decisions of the Court of Justice of the European Union;
5. Reports from financial supervisory institutions, such as the Financial Supervisory Authority (ASF) in Romania and the National Commission for the Financial Market (CNPF) in the Republic of Moldova, on the evolution of the insurance market and relevant statistics;
6. Official sources and online databases, such as national legislative portals, public case law, and data from Eurostat, EIOPA (European Insurance and Occupational Pensions Authority), OECD, or the World Bank.

Thus, by using these sources, the research acquires a rigorous and balanced dimension, supporting both theoretical analysis and practical argumentation.

The originality of the thesis lies in:

- combining theoretical analysis with practical observations, highlighting dysfunctions or difficulties in applying legal regulations;
- proposing possible directions for standardizing or improving the legal regime of life insurance contracts, both from a legislative perspective and from that of judicial interpretation;
- using an applied comparative legal methodology that highlights aspects that have been less explored in previous research;
- formulating relevant conclusions and recommendations regarding the practical application of the rules in force and the legal protection of the parties involved in the insurance contract.

The practical value of the work is determined by the provision of legal and interpretative solutions for various issues related to this type of contract. The aim is not only to contribute to the specialist literature, but also to provide real support for professionals in the field, whether they are lawyers, financial advisors, or public officials involved in the regulation and supervision of the insurance market.

This work can serve as a practical guide for insurance professionals, but it can also be considered an important teaching and methodological tool for students or researchers interested in contract law and insurance law.

Among the relevant **results** obtained from the research, we mention: the clear delimitation of the legal particularities of the life insurance contract from other contractual forms, highlighting its specific nature, highlighting the increasingly important role of contractual clauses and the risk of contractual imbalance to the detriment of the insured, which raises the issue of better legal protection for consumers, and formulating normative and interpretative recommendations aimed at clarifying certain legislative inconsistencies or ambiguities in the application of the contract in the event of the insured's death.

These results can be used in the development of practical guidelines or contractual standards of good practice, applicable to insurance companies, but also to beneficiaries, in the process of improving legislation in the Republic of Moldova, by adopting functional models from Romanian or European law and within the framework of professional training programs for lawyers, notaries, financial advisors, or insurance specialists.

THESIS CONTENT

In order to systematically address this topic, the paper is structured into four main chapters, each addressing an essential component of the legal regime governing life insurance contracts.

In both Romania and the Republic of Moldova, insurance contracts are regulated by the Civil Code (supplemented by special laws on the subject) and define similar parts of the contract in a similar manner. Therefore, the contracting parties themselves are represented by the insurer and the insured (the person who takes out the insurance). However, other persons are also included in the insurance relationship, most often the designated beneficiaries of the policy.

The **Introduction** discusses the social, economic, and legal significance of life insurance, as well as its role in protecting individuals and ensuring the stability of financial systems. In Romania, the legislative framework has been consolidated and harmonized with European standards, while in the Republic of Moldova it is undergoing a process of modernization and adaptation. In this context, the purpose of this paper is to analyze the legal regime of life insurance contracts through a comparative approach between Romania and the Republic of Moldova.

The main objective is to identify legal particularities and regulatory differences in order to propose solutions for legislative harmonization and consolidation.

The objectives pursued are to define the defining features of life insurance contracts, classify and analyze legal typologies, and evaluate the regulatory and institutional framework applicable in the two countries. At the same time, the paper focuses on aspects related to form and content, validity, and legal effects, which are particularly relevant in the event of the death of the insured person.

The research hypothesis starts from the observation that, despite cultural and linguistic similarities, the level of normative maturity and practical application differs significantly between the two systems, which influences the effectiveness of the legal protection offered to policyholders and beneficiaries.

The scientific problem addressed concerns the absence of a unified and critical approach to life insurance contracts in the two legal areas, which hinders the consistent application of rules and the protection of the parties.

The **first chapter**, entitled "Considerations on the history of life insurance in Romanian and Moldovan law," is introductory in nature. It analyzes the origins of life

insurance, starting with the earliest forms of organization and continuing through to modern developments. Historical analysis is an indispensable starting point for understanding the present, as it reveals the stages of transformation that the institution of life insurance has undergone and how it has been influenced by the socio-economic context, legal traditions, and practical needs of society.

The analysis of the history and legislative framework of life insurance in Romania and the Republic of Moldova highlights a complex path, influenced by historical, economic, and legal factors, but also by the need to align with international standards.

With regard to the evolution of life insurance in Romania, it should be noted that the first institutionalized forms appeared in the second half of the 19th century, with the establishment of the "Dacia" company (1871), followed by "România" (1873) and "Dacia-România" (1881). Until nationalization in 1948, the Romanian market experienced remarkable development, with the participation of both domestic and foreign capital. However, the period of state monopoly (1949–1990), exercised through ADAS, represented a stage of stagnation and uniformity, with both products and the degree of adaptability to consumer requirements being limited. The market was relaunched after 1990 through privatization and liberalization, which allowed multinational groups to enter the market and diversified the product portfolio.

In the Republic of Moldova, life insurance has undergone a different evolution, strongly marked by the Soviet historical context. After independence was declared, regulation of the sector began with Law No. 407/2006[11], later replaced by Law No. 92/2022[12], which aligns the Moldovan market with European principles, particularly in terms of capital requirements, transparency, and consumer protection. Life insurance contracts remain regulated by the Civil Code, and their essential elements largely coincide with those in Romanian law. However, Moldova's particularity lies in maintaining a dual regulatory framework – the Civil Code and special legislation – which requires greater attention in the interpretation and application of the rules.

From an international perspective, life insurance contracts have been regulated and harmonized through European directives and globally recognized standards, with an emphasis on consumer protection and transparency of contractual terms. Both Romania, as an EU member state, and the Republic of Moldova, as a state in the process of legislative harmonization, have adjusted their legislation to meet the requirements of the international market and to ensure fair competition and real protection for policyholders.

With regard to the legislative framework governing life insurance underwriting and distribution, it can be seen that both legal systems have moved from fragmented regulations to a consolidated framework. Romania has integrated the essential rules into the Civil Code, supplemented by secondary legislation and the transposition of European directives (IDD – Insurance Distribution Directive[6]). The Republic of Moldova, through Law No. 92/2022[12], has consolidated the rules on authorisation, underwriting and distribution, emphasising the obligation to inform the customer and prevent abusive practices.

At the same time, the analysis of risks and vulnerabilities in the life insurance market reveals the existence of common challenges: low insurance penetration relative to the population, low levels of financial education, consumer mistrust of financial institutions, and pressures generated by economic instability and external events (financial crises, pandemics, regional conflicts). These risks call for a balance between contractual freedom and legislative intervention, aimed at protecting the vulnerable party in the insurance relationship – the insured.

Overall, it can be concluded that life insurance is a constantly evolving field, situated at the intersection between the need for individual financial security and the general interest in economic stability. Both Romania and the Republic of Moldova have taken important steps towards modernising the regulatory framework, but significant challenges remain, particularly with regard to developing the domestic market and strengthening public confidence. The common trend, also visible at the international level, is to focus on transparency, consumer protection, and the integration of effective supervisory mechanisms, confirming the essential role of life insurance in the modern financial architecture.

The second chapter ("Insurance Contract: Concept, Classification") is devoted to a doctrinal and legal presentation of the concept of insurance contract, with an emphasis on the particularities of life insurance contracts. The defining elements of this type of contract, such as its random, bilateral, and onerous nature, are analyzed. The concepts found in Romanian and Moldovan legislation are compared, providing an integrated view of the relevant legal classifications.

The life insurance contract, regulated by the Civil Code and developed in practice and specialized doctrine, is one of the most complex legal and economic instruments used to protect individuals against major risks that may affect their life, health, and financial stability. By its nature, this contract combines the legal dimension – expressed through

specific features and detailed regulations – with its social and economic function, reflected in the diversity of forms and the adaptability of clauses to the needs of policyholders.

An analysis of the legal characteristics reveals that this type of contract is characterized by consensuality, synallagmaticity, uniqueness, successive performance, onerousness, randomness, and, usually, adhesion. These features determine the legal mechanism and the manner in which the contractual relationship is conducted: the contract is created by mutual agreement, gives rise to reciprocal obligations, is performed over a fixed period, involves financial advantages for both parties, and entails the assumption of a risk related to the occurrence of a future and uncertain event. The adhesion nature highlights the insurer's dominant position in drafting the clauses, which requires compliance with the transparency and fairness requirements established by national and European legislation.

Special attention is paid to additional clauses, which extend the scope of protection and make the contract more flexible. They can cover additional risks (disability, accidental death), protect capital against inflation, or allow the insured amount to be adjusted during the term of the contract. Their relevance is amplified in the context of European consumer protection regulations, which require clear and intelligible wording of clauses, as well as assessment of contractual balance.

The classification of life insurance contracts highlights two broad categories:

1. Term life insurance, which exclusively covers the risk of death for a specified period, with various subtypes (limited term, unlimited term, mixed, for studies, for dowry, for mortgage, annuity, etc.). These focus on protecting beneficiaries and, in some cases, on capital accumulation.

2. Savings life insurance, which combines protection with an investment or savings component, either in traditional form or in a unit-linked format. In the latter cases, the investment risk can be transferred entirely to the contractor, which offers opportunities for gain but also involves a higher degree of uncertainty.

The comparison with a bank deposit contract highlights the essential differences between the two forms of investment: while a bank deposit is fixed and secure but offers no protection against personal risks, life insurance involves taking a risk but can yield substantial benefits even if the insured event occurs shortly after the contract is concluded. This dual dimension – protection and, in some cases, investment – gives life insurance

contracts a competitive advantage over other financial products, especially for people interested in their family's financial security and long-term planning.

While initially there were only three major product categories on the international insurance market (term life insurance, whole life insurance, and combination policies) or combinations thereof, today's customers can choose from hundreds of products. Innovations in life insurance have been and continue to be driven by economic, social, and legal circumstances.

Therefore, overall, life insurance contracts are characterized by flexibility, diversity, and the ability to respond to a variety of individual needs, from pure protection against the risk of death to capital accumulation or the generation of a stable source of income during retirement. At the same time, it involves increased responsibility both for the insurer – to formulate clear clauses and comply with consumer protection standards— and for the insured – to fully understand the mechanism and implications of the contract in order to make informed and advantageous decisions.

Chapter three addresses the legal and practical requirements regarding the form of life insurance contracts. Therefore, the first part of this chapter analyzes the parties to a life insurance contract, highlighting the insurer, the insured, and the beneficiary. It also covers the terms and conditions of the contract (with an emphasis on validity requirements, the specifics of consent, and the importance of good faith), as well as a comprehensive analysis of the content that a life insurance contract must have (the essential elements and accessories are detailed: the object of the insurance, the sum insured, the insurance premium, the duration, as well as the clauses regarding the rights and obligations of the parties, limitations and exclusions, the beneficiary clause, and other specific clauses). The issue of contract termination is also addressed, with a presentation of the specific situations in which the legal relationship is terminated, either by expiry of the term or by other causes provided for by law or by the will of the parties, the chapter ending with the relevant conclusions section.

The content of an insurance contract refers to all the mandatory clauses and elements that such a contract must contain, in accordance with the law and practice, as well as the main rights and obligations of the parties. Both Romanian and Moldovan legislation explicitly stipulate what these essential elements are.

The life insurance contract is concluded between the **insurer** (authorized insurance company) and the **policyholder** (the person who concludes the contract and undertakes to pay the insurance premium). The policyholder may be the person whose

life is insured or may take out insurance for the life of another person (with that person's consent). In common parlance, if the insured person is the same as the policyholder, the term "insured" is often used to refer to this party. It is important to note that in the case of life insurance, there are often designated third-party beneficiaries who will be entitled to receive the benefit upon the death of the insured.

The contracting parties (the insurer and the insured/contracting party) must be identified by name in the contract. In the Republic of Moldova, Law No. 92/2023 stipulates that the contract must mention the names/designations of the contracting parties and all their identification data.

Similarly, practices in Romania require that the policy or insurance conditions clearly name the insurer (including the ASF authorization code) and the insured/contracting party (with personal or registration details).

The object of insurance or the insured risk of a life insurance contract is the risk related to the life and integrity of the insured person. More specifically, the insured risk is the future and uncertain event related to the insured person, consisting of:

- their death;
- survival until a certain date (in the case of mixed or survival life insurance);
- disability;
- serious illness;
- accidents.

The contract must clearly state the risk covered and the conditions under which the insured event is considered to have occurred.

In traditional life insurance, the main risk is the death of the insured person from any cause. There are also insurance options that can combine the risk of death with that of survival (mixed life policies), or cover additional risks (e.g., accidental death, disability, serious illness) through additional clauses.

Both the Romanian and Moldovan Civil Codes require that the insured event be an uncertain event.

The sum insured represents the monetary value that the insurer undertakes to pay in the event of the insured risk occurring.

This is an essential element of the contract, being established by agreement between the parties at the conclusion of the contract and recorded in the insurance policy.

In both Romania and Moldova, the insured amount is set by agreement, without reference to any actual damage (unlike in the case of damage insurance). It can be a fixed amount or the result of accumulations/investments (in the case of life insurance policies with a savings or unit-linked component, the value of the benefit may depend on the return on investment funds or the insurer's profit sharing).

The contract must clearly state the insured amount for each risk covered.

Also, in the case of insurance policies that include an investment component, the contract may provide for reduced surrender values or insured amounts in the event of early termination or non-payment of premiums.

For example, according to the law, if the insurance has a savings value, the contractor may cease paying premiums after a minimum period and may opt either to pay the surrender value (early termination of the contract) or to convert the policy into a fully paid insurance at a reduced insured amount, without future premiums.

The insurance premium represents the price of the insurance, the main obligation of the contractor.

The contract specifies the amount of the premium and the method of payment (single payment or periodic premiums – monthly, quarterly, annually, etc.).

Both Romanian and Moldovan legislation require the exact amount of the premium or its calculation basis to be specified, as well as the payment deadlines.

Failure to pay the premium may lead to the termination or suspension of the contract, in accordance with the contractual clauses.

It is important to note that the insurance premium is determined based on risk assessment (actuarial element). Factors influencing the premium amount are: the insured person's age, health status, sum insured, and contract duration.

Life insurance contracts generally have a fixed term, which is specified in the policy. The term can vary considerably (from a few years to decades or even lifetime insurance, where the term is linked to the death of the insured person).

The policy specifies the date on which the insurance takes effect. This may differ from the date on which it is signed.

The expiry date of the contract is also mentioned.

Both Romanian and Moldovan legislation require the coverage period to be clearly specified in the contract. From a territorial point of view, life insurance usually has unlimited geographical coverage (it covers death anywhere in the world, except for expressly excluded situations, such as war zones, unless otherwise agreed).

The contract must mention:

- the insurer's obligations (payment of insurance compensation when the event occurs, possible payment of the surrender value upon termination, etc.);
- the insured's obligations (payment of premiums, obligation to correctly inform the insurer about circumstances essential to the risk, obligation to report the occurrence of the insured event, etc.).

In both countries, the law imposes a standard of increased good faith in the performance of the insurance contract. The insured has the obligation to declare the state of risk—when concluding the contract, he must answer completely and honestly the insurer's questions regarding his state of health, occupation, sports practiced, history, etc.

On the other hand, the insurer has the obligation to provide complete information to the contractor, both before the conclusion and during the execution of the contract.

One element of content is the exclusions from coverage, i.e., situations in which the insurer does not owe compensation.

In both Romanian and Moldovan legislation, the most important legal exclusion clause is related to suicide. To prevent abuse (taking out insurance with the premeditated intention of provoking payment through suicide), the law provides for a waiting period.

In Romania, Article 2233 of the Civil Code stipulates that "The insurer shall not be liable for compensation if the insured risk was caused by the suicide of the insured within two years of the conclusion of the contract"[4]. Thus, after two years have passed since the conclusion of the contract, the risk of suicide becomes covered.

In the Republic of Moldova, the Civil Code has incorporated and detailed this exclusion: the insurer is released from liability if the insured person commits suicide within two years of the conclusion of the contract or of the last increase in the sum insured. Furthermore, Moldovan law expressly provides for exceptions: the insurer will still pay the indemnity if it is proven beyond reasonable doubt that, at the time of concluding the contract, the insured did not intend to commit suicide, or if the insured, at the time of the act, was not mentally capable of freely expressing their will (i.e., acted without discernment)[3]. These nuances show the Moldovan legislature's increased concern for protecting insured persons, obliging the insurer, in the event of suicide within the first two years, to pay the surrender value accumulated on the policy (if it is an accumulation insurance).

In Romania, insurers' terms and conditions usually include payment of the surrender value in the event of suicide (if it is a savings policy), although the law does

not explicitly require this – it is a practice inspired by European directives and now also legally applicable in Moldova.

Another frequently encountered exclusion clause refers to death caused by an intentional act of the beneficiary or the insured (homicide). It is a general principle of public policy (*Nemo auditur propriam turpitudinem allegans*) that no one can benefit from their own unlawful acts. Both Romanian and Moldovan law stipulate that if the designated beneficiary intentionally killed the insured person, the insurer will not pay that beneficiary the indemnity.

Other exclusions include:

- death resulting from the insured person committing a serious criminal offense (for example, if the insured person dies while committing a crime);
- death caused by the insured person's active participation in war or acts of terrorism.

Standard exclusions are mentioned in the general terms and conditions and must be brought to the attention of the person wishing to be insured before the contract is concluded (a transparency requirement).

A specific feature of life insurance is the possibility of designating a beneficiary of the insurance indemnity. This is the person (whether natural or legal) indicated in the contract who will receive the insured amount in the event of the insured's death.

The insured person has the right to designate one or more beneficiaries. This designation can be made both at the conclusion of the contract and during its term by notifying the insurer.

In both Romania and Moldova, the beneficiary may be changed or revoked at any time prior to the occurrence of the insured event, except where an irrevocable beneficiary has been accepted by contract (an institution rarely used in our country, but possible through special clauses).

If there are several beneficiaries, in the absence of other indications, they will share the indemnity equally, but the insurer has the possibility to establish different quotas.

The life insurance contract may also contain:

- clauses regarding profit sharing (in the case of endowment insurance, the insured may receive dividends from the insurer's profits, if this is provided for in the contract);

- clauses regarding termination and grace period (e.g., the contract terminates if premiums are not paid within 30 days of the due date, with notification);
- the reinstatement clause (renewal) – the possibility of reinstating the policy within a certain period after non-payment, against payment of the outstanding premiums;
- loan clauses (some contracts allow the contractor to take out loans secured by the surrender value).

Although there are minor differences in terminology and regulations, the structure of life insurance contracts is similar in Romania and the Republic of Moldova, partly due to alignment with international standards. In both countries, the contract takes the form of a set of documents provided to the insured person at the time of conclusion, which together constitute the insurance policy.

In both Romania and the Republic of Moldova, insurance contracts may exist in electronic format in the insurer's records, but in order to be enforceable against the insured, a written document is required (printed or in electronic format sent to the customer, in accordance with the law on electronic signatures).

Comparatively speaking, the regulations in Romania and the Republic of Moldova regarding life insurance are broadly consistent. This is not surprising, given that both countries have common sources of inspiration (the old Commercial Code and European practice), and the Republic of Moldova is seeking harmonization with EU principles.

Understanding the life insurance contract is very important for both the insured or beneficiary and the insurer, especially since there is also the possibility of saving alongside the insurance. The contractual terms are essential for this contract to be carried out with the expected results. The multiple possibilities for termination show once again that it must be thoroughly understood before being accepted.

The role of each party to the contract and how they can change the outcome desired by the insured has been described in detail, given that the situation is similar in both countries analyzed, perhaps due to the fact that the guidelines come from the same European direction.

No insurance market can be formed and developed without very clear regulations, conditions for the financial stability of insurance companies, and strict and firm methods of supervision and control, given the obligations that these companies assume towards their customers. Due to the transitional nature of the economy in general, it is important that insurance system reform takes into account the specific characteristics of the country and is well adapted to local circumstances, without losing sight of the basic principles. In

addition, the regulatory and supervisory framework must be continuously improved to cope with changing economic conditions, perceptions, and needs[2]".

"Life insurance in the Republic of Moldova is undergoing a difficult transition period in which all of its operating principles are being reviewed, down to the smallest details. The problems faced by insurance companies in the Republic of Moldova are:

- the imperfection of Moldovan legislation in the field of insurance;
- the lack of a perfect statistical and information base;
- the high level of poverty among the population;
- the population's distrust of insurance;
- the lack of highly qualified specialists and high-performance data processing technologies and techniques"[1].

However, the Republic of Moldova is taking important steps and continuing the process of harmonizing national legislation with the European *acquis*.

In both Romania and the Republic of Moldova, case law aims to ensure contractual balance and protect the purpose of life insurance, namely to provide financial security. Thus, the life insurance contract has become a robust legal instrument, whose content is well defined from a legal point of view and is also considered a "safety net" for the holder.

The last chapter is dedicated to the legal effects of the contract in the most sensitive situation: the death of the insured person. The conditions for payment of compensation, the procedures for notification and proof of death, as well as the rights of the beneficiary are analyzed. It also addresses contentious situations, such as exclusions from payment (e.g., suicide during the waiting period), fraud, or conflicts between heirs and beneficiaries. Finally, it discusses the principles of ethics and fairness in the interpretation and application of these contracts, particularly in the context of protecting the interests of families and minors.

The analysis of the effects of a life insurance contract in the event of the insured person's death reveals the complexity of the legal relationships generated by this institution, which lies at the intersection of civil law, inheritance law, and insurance-specific legislation. From the study carried out in this chapter (categories of beneficiaries, enforceability of the contract, conditions for cancellation, and national and international regulations), several key conclusions can be drawn.

Firstly, determining the beneficiaries of a life insurance contract is a key element in the legal effectiveness of this instrument. In both Romania and the Republic of Moldova, the legislator recognises the insured person's freedom to designate beneficiaries.

However, this freedom is conditional on compliance with the mandatory rules on the protection of reserved heirs. Thus, the beneficiaries designated by contract have their own right to the indemnity, distinct from the estate, but this right cannot affect the reserved portion of the estate, as enshrined in civil law. This legal tension between the autonomy of the insured person's will and the protection of heirs regulated by law continues to be a source of doctrinal and jurisprudential debate.

Secondly, a comparison of the regulations in various international legal systems reveals relatively uniform approaches to the nature of insurance compensation: in most jurisdictions, it is excluded from the estate and paid directly to the beneficiary. However, differences arise with regard to the control exercised by the heirs over compliance with the legal provisions on the reserved portion of the estate.

Thirdly, the enforceability of the contract and the binding force of its clauses constitute a fundamental pillar of legal certainty. Once legally concluded and executed, the life insurance contract is effective against third parties, and the beneficiary's right becomes enforceable against the heirs, even in the absence of their explicit acceptance. However, the limits of this principle are found in cases of contract cancellation, when the heirs demonstrate defects of consent or flagrant violations of mandatory rules.

Fourthly, the conditions for annulment of the contract at the request of the legal heirs confirm the importance of the balance between contractual freedom and the protection of succession. Annulment may be requested in certain situations. In judicial practice, these situations are rare and require a high level of evidence, but they illustrate that the rights of heirs are not entirely excluded from the scope of the contractual relationship.

Fifthly, European regulations on life insurance confirm the trend towards standardisation of rules, particularly in terms of contractual transparency, beneficiary information and consumer protection. Romania, as a member state, transposes these rules into domestic law, while the Republic of Moldova, although not a member of the Union, is gradually adopting European standards in the process of regulatory alignment.

The Republic of Moldova is undergoing a continuous process of strengthening its legislative framework on life insurance. Although the fundamental principles are similar to those in Romanian law, some particularities derive from mixed influences – both from continental European law and from adaptations to the national context. Special attention is paid to the protection of beneficiaries and heirs through financial and legal supervision mechanisms, which increases the stability of the insurance system and public confidence.

At the European Union level, life insurance is regulated by a harmonized regulatory framework aimed at protecting policyholders and beneficiaries.

Since the 1990s, the EU has adopted directives in the field of life insurance (the so-called Life Insurance Directives I, II, and III), setting minimum standards for contractual terms and consumer information. These directives were subsequently consolidated in Directive 2002/83/EC[7] (known as the "Third Life Insurance Directive"), and the main provisions are now incorporated into Directive 2009/138/EC (Solvency II)[8], applicable since 2016.

Solvency II aims not only to impose prudential requirements on insurance companies, but also to ensure adequate protection for policyholders and beneficiaries. Thus, it is explicitly stated that "the main objective of insurance regulation and supervision is the adequate protection of policyholders and beneficiaries," with the term "beneficiary" defined as any person entitled to a right under an insurance contract.

At the same time, EU legislation prohibits discrimination between beneficiaries or insured persons on the basis of gender. Thus, as of December 21, 2012, the exception whereby insurance premiums and benefits could vary according to gender was eliminated. This was implemented following the CJEU ruling in the Test-Achats case (C-236/09, 2011)[5].

In addition to Solvency II, another key piece of legislation is Directive (EU) 2016/97 on insurance distribution (IDD), which came into force in 2018. This directive defines the standards for the sale and intermediation of insurance products. The main elements emphasized in this directive are:

- Assessing the client's needs and requirements;
- Cost transparency;
- Avoiding conflicts of interest.

At EU level, supervision is carried out by the institution established in 2011, namely the European Insurance and Occupational Pensions Authority (EIOPA). Its main purpose is to protect insurance policyholders[9].

The Authority develops guidelines and technical standards to ensure that regulations are applied consistently across the EU, with all Member States applying the same rules in respect of the rights of insured persons and beneficiaries.

A central aspect of life insurance is the right of the designated beneficiary to receive the insurance benefit upon the death of the insured, in relation to the rights of the insured's legal heirs. In civil law, the life insurance contract is in principle independent of

succession: the sum insured payable to the beneficiary is not part of the estate of the deceased insured. The beneficiary acquires a right of their own, derived from the insurance contract, and not a claim on the estate. In other words, the insurance benefit is paid directly to the designated beneficiary under the contract, without passing through the deceased's estate. Consequently, the legal heirs of the insured person have no right to the insured amount unless they themselves are designated as beneficiaries in the insurance policy. Even then, their status as beneficiaries is independent of their status as legal heirs – the right to compensation arises from the insurance contract, not from inheritance law.

This separation gives life insurance a special role in estate planning. Life insurance policies are often used as a way to pass on wealth to specific people outside of the usual inheritance process. For example, a person may take out life insurance and designate a family member or even someone outside the family as the beneficiary, ensuring that upon his or her death, that person receives the insured amount directly. In many jurisdictions, this mechanism allows the legal distribution of the estate to be bypassed and certain inheritance formalities to be avoided, as the compensation does not form part of the estate. Thus, for those who wish to leave sums of money to specific persons (including unmarried persons or persons without family ties), life insurance can be an effective vehicle, without the risk of violating inheritance reserves (the reserved share of the heirs).

However, the civil law of some Member States imposes restrictions related to the protection of heirs with reserved rights. Although, formally, the insurance sum is not part of the inheritance, the insurance premium paid and the intention of the payments can be analyzed as gifts (indirect donations) to the beneficiaries. Italian case law, for example, has established that when the beneficiary of a life insurance policy is not a person to whom the insured had legal maintenance obligations, the insurance contract in favor of third parties is presumed to be a gift (donation) to that beneficiary. Consequently, the insurance premiums paid by the insured are considered donations to the beneficiaries and may be fictitiously included in the estate to verify compliance with the reserved portion of the estate. If, from this perspective, it is found that the insured amounts violate the reserved portion of the heirs (e.g., children or surviving spouse), the heirs may request a reduction of the provision (i.e., limiting the compensation due to the beneficiary to the amount of the available share). Therefore, the right of heirs to protect their reserved portion of the estate may, in certain situations, affect the benefits of life insurance designated to third parties. This approach exists in the domestic law of some countries

(such as Italy, France, etc.), but it is not uniform across the EU – it depends on national regulations regarding the relationship between insurance contracts and the estate.

At the European Union level, the issue of conflict between the rights of insurance beneficiaries and the claims of legal heirs is addressed in particular by the rules of private international law and civil judicial cooperation. Regulation (EU) No 650/2012 on succession (applicable in most Member States) harmonises the rules on jurisdiction and applicable law in matters of succession. According to this regulation, a person's succession is, as a rule, governed by the law of the state where the deceased had their habitual residence at the time of death (or by national law, if the deceased so chose). The single law of succession thus determined will govern, among other things: the determination of the beneficiaries of the inheritance and their shares, the existence and extent of the disposable portion and the reserved portions, and any obligation to report or reduce gifts made by the deceased during his or her lifetime. The latter category also includes donations or patrimonial advantages granted to third parties, which could prejudice the rights of the reserved heirs. If the law applicable to the succession provides that premiums paid for life insurance in favor of a third party may be considered indirect gifts and subject to reduction, then the heirs may request that these amounts be included in the calculation of the reserve.

In conclusion, a life insurance contract, in the event of the insured's death, is a dual legal instrument: on the one hand, it meets the family's needs for protection and financial security, and on the other hand, it generates complex legal implications regarding succession, enforceability, and cancellation. From this perspective, the institution of life insurance cannot be analyzed in isolation, but only in close connection with the rules of civil and inheritance law.

The paper concludes with **general conclusions and recommendations**.

GENERAL CONCLUSIONS AND RECOMMENDATIONS

Romania and the Republic of Moldova share a common vision in regulating life insurance contracts, derived from the principles of European civil law and the need to protect policyholders. In both systems, life insurance contracts are defined similarly and pursue the same goal: to protect the financial interests of the insured person's family and loved ones, while also providing a legal mechanism for transferring capital outside of the usual inheritance procedures. The designated beneficiaries have certain and immediate rights to the indemnity, which gives life insurance an important role in modern estate planning. Legal heirs are protected by the fact that, in the absence of other instructions, they become beneficiaries of the policy, thus ensuring that the insurance funds reach the family. The differences between the two countries are more a matter of nuance and legislative technique—for example, the explicit introduction in Romania of the right of termination within 20 days, or the detailed listing in Moldova of the elements of the contract in special legislation.

The current trend in the Republic of Moldova is to harmonize with European practice (of which Romania is a part), which means that any minor discrepancies (such as the lack of an express provision for a cooling-off period or the adaptation of the concepts of consent of the insured third party) are being addressed by new legislation and CNPF regulations.

However, the insurance market is still underdeveloped. Among the missing elements that would have a significant impact on its development are: the lack of private pensions, tax incentives, and a low insurance culture.

"For insurance companies in the Republic of Moldova, it is a priority to offer appropriate and affordable insurance products and services at competitive prices, so that they are understood and accepted by all interested parties. This involves developing insurance products that meet the diverse needs of customers, from life and health insurance to property and civil liability insurance. Flexibility in customising insurance products can also increase their attractiveness by adapting to the particular circumstances of each customer"[13].

Below are a series of general proposals aimed at modernizing and streamlining the insurance market mechanisms in the Republic of Moldova:

- 1) Introducing tax incentives to encourage people to take out life insurance policies

2) Creation of an insured persons' guarantee fund, using artificial intelligence to determine the factors influencing the establishment of this reserve.

Similar to Romania's Insurance Guarantee Fund (FGA), its purpose is to protect insured persons or policy beneficiaries in the event that the insurance company becomes insolvent. At the same time, we can also mention the possibility of automatically transferring the client's portfolio to another insurance company.

Through these measures, insured persons will not lose the savings they have accumulated over time, nor the protection they have in the event that the insurer encounters financial difficulties.

3) Developing the framework for private pensions

4) Promoting group life insurance by using algorithms to determine which commercial entities or companies would benefit from such promotion and to what extent

This measure aims to encourage employers to offer life insurance to their employees as a non-wage benefit. Offering a better price when taking out a larger number of life insurance policies can help increase the number of people insured.

5) Financial education

Running campaigns to inform and educate the population about the need for and importance of life insurance also plays an important role.

"Financial education programs should be implemented at the national level, with a focus on explaining the basic concepts of insurance, its benefits, and how to choose the most suitable products based on individual needs. These programs may include seminars, workshops, online and offline informational materials, and partnerships with educational institutions to integrate financial education into the curriculum[13]".

6) Digitalization

Last but not least, because we live in a constantly evolving society, the digitization of processes in the insurance market is imperative. These practices increase efficiency and accessibility, making them attractive even to younger generations.

However, beyond the issues related to legislative harmonization, the essence of the life insurance contract remains linked to the final destination of the indemnity and the persons entitled to receive it. Inevitably, the analysis of the legal effects of a life insurance contract in the event of the insured's death leads to the issue of beneficiaries and legal heirs, as this is where individual, family, and social interests directly intersect.

Even though there are notable regulatory differences between Romania, the Republic of Moldova, and other legal systems, a common trend is emerging towards

strengthening the protection of beneficiaries designated by life insurance contracts. In both countries analyzed, the emphasis is on recognizing the special nature of the beneficiary's right, which is not to be confused with the classic right of succession and which produces its own effects, independent of the estate. This approach is in line with international trends, where more and more legal systems are giving priority to the insured person's wish to designate beneficiaries, thus strengthening their contractual autonomy.

However, neither in Romania nor in the Republic of Moldova is this autonomy absolute. The legislator considered it necessary to maintain a set of minimum guarantees in favor of the reserved heirs, thus ensuring the protection of a vulnerable category of persons who, by operation of law, cannot be completely excluded from inheritance. This dual dimension – the protection of the beneficiary and the guarantee of the heirs – is an expression of the balance that the contemporary legal order seeks between the principle of freedom of will and the imperatives of public policy in matters of succession.

In practical terms, this double protection has multiple consequences. The designated beneficiary is protected from any inheritance disputes, acquiring a direct and immediate right to compensation, which gives them financial security. At the same time, legal heirs, especially those with reserved rights, can resort to legal mechanisms to enforce their violated rights, including actions to reduce or cancel the contract in extreme situations. In this way, the life insurance contract becomes not only a financial instrument, but also one of legal protection, capable of balancing sometimes divergent interests.

Essentially, the regulations examined confirm the role of the life insurance contract as an essential institution in modern legal architecture. It ensures, in equal measure, the protection of persons close to the insured and the stability of civil circulation, providing certainty to both designated beneficiaries and heirs. In light of this analysis, the life insurance contract proves to be a hybrid institution, at the confluence of contract law and inheritance law, which gives it particular importance in the dynamics of contemporary private law.

Thus, we can say that the regulated double protection – of both beneficiaries and heirs – is a defining feature of legal modernity. It demonstrates that the rule of law, regardless of national specifics, has the capacity to respond to current social and economic challenges while maintaining respect for the fundamental principles of civil law. In this sense, the life insurance contract transcends its simple function as a patrimonial mechanism and becomes a true instrument of balance between individual freedom and family solidarity, between private will and the limits imposed by law.

The uniqueness of this paper is determined by its approach to the subject of life insurance contracts, which combines theoretical and practical analysis from a comparative perspective of the Romanian and Moldovan markets. The research offers a model for adapting international mechanisms to the specificities of national markets, highlighting the differences in regulation, maturity, and perception between Romania and the Republic of Moldova.

From a practical point of view, the paper contributes to:

- comparative analysis of national, European, and international legislation regulating the life insurance market, with proposals for harmonization and modernization;
- highlighting the advantages, but also the current limitations of the legislative framework in both countries, in relation to European Union directives and practices in Western European markets;
- analyzing opportunities for the development of the life insurance market in both countries, by identifying potential growth factors and adapting the activities of insurance companies to modern technologies.

Thus, the uniqueness of the work derives not only from its interdisciplinary dimension, but also from its comparative and prospective nature, which offers a coherent perspective on the convergence of the life insurance markets in Romania and the Republic of Moldova with European and international standards.

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ADNOTARE

TUDOSE Maricica, „Contractul de asigurare de viață”, teză de doctorat în drept, Chișinău, 2025

Structura tezei: introducere, patru capitole, concluzii și propuneri legislative, bibliografie din 101 titluri și 112 pagini de text de bază.

Cuvinte cheie: asigurare de viață, beneficiar, moștenitor, contract.

Domeniul de studiu: specialitatea: Drept civil.

Scopul tezei de doctorat constă în analiza regimului juridic al contractului de asigurare de viață, printr-o abordare comparativă în două spații juridice distincte, dar apropiate din punct de vedere cultural, lingvistic și istoric: România și Republica Moldova. Lucrarea își propune să evidențieze asemănările și diferențele existente între cele două sisteme, să identifice eventualele lacune legislative și să ofere soluții de interpretare și aplicare în practică.

Obiectivele: investigarea evoluției istorice a asigurărilor de viață în România și în Republica Moldova, pentru a înțelege fundamentele și influențele asupra reglementărilor actuale; clarificarea noțiunii și a naturii juridice a contractului de asigurare de viață, cu evidențierea particularităților față de alte tipuri de contracte; clasificarea tipurilor de asigurări și delimitarea asigurărilor de viață de celelalte forme de asigurări; analiza cerințelor de formă și conținut ale contractului, inclusiv aspectele legate de validitate, protecția consumatorului și rolul supravegherii financiare; compararea reglementărilor din România și Republica Moldova, pentru a identifica bune practici și eventuale neconcordanțe sau direcții de armonizare.

Noutatea și originalitatea științifică a lucrării constă în abordarea comparativă a regimului juridic al contractului de asigurare de viață în România și Republica Moldova, o temă care, deși importantă în practică, este relativ puțin tratată în literatura de specialitate.

Problema științifică importantă soluționată prin cercetarea desfășurată constă în identificarea și clarificarea raportului juridic dintre contractul de asigurare de viață și moștenirea legală a asiguratului, în special în situațiile conflictuale generate de desemnarea beneficiarilor și de concurența acestora cu moștenitorii legali. Lucrarea propune soluții teoretice și practice pentru depășirea acestor neclarități.

Semnificația teoretică a lucrării constă în dezvoltarea doctrinei juridice în materia asigurărilor de viață, oferind o analiză integrată a efectelor contractului în caz de deces, prin corelarea instituțiilor de drept civil (contracte, succesiuni, obligații).

Valoarea aplicativă a lucrării este determinată de oferirea de soluții juridice și interpretative pentru diverse probleme legate de acest tip de contract. Prin aceasta, se dorește nu doar o contribuție la literatura de specialitate, ci și un sprijin real pentru profesioniștii din domeniu, fie că sunt juriști, consilieri financiari sau funcționari publici implicați în reglementarea și supravegherea pieței de asigurări.

Implementarea rezultatelor științifice. Rezultatele obținute pot fi valorificate în elaborarea unor ghiduri practice sau standarde contractuale de bună practică, aplicabile societăților de asigurări, dar și beneficiarilor, în procesul de perfecționare a legislației din Republica Moldova, prin preluarea unor modele funcționale din dreptul românesc sau european și în cadrul programelor de formare profesională pentru juriști, notari, consultanți financiari sau specialiști în domeniul asigurărilor.

ANNOTATION

TUDOSE Maricica, "Life insurance contract", PhD thesis in law, Chisinau, 2025

Structure of the thesis: introduction, four chapters, conclusions and legislative proposals, bibliography of 101 titles and 112 pages of basic text.

Keywords life insurance, beneficiary, heir, contract.

Field of study: specialty: Civil law.

Aim is to analyze the legal regime of life insurance contracts through a comparative approach in two distinct legal spaces that are culturally, linguistically, and historically close: Romania and the Republic of Moldova. The paper aims to highlight the similarities and differences between the two systems, identify any legislative gaps, and offer solutions for interpretation and practical application.

Objectives: investigate the historical evolution of life insurance in Romania and the Republic of Moldova in order to understand the fundamentals and influences on current regulations; to clarify the concept and legal nature of life insurance contracts, highlighting their particularities compared to other types of contracts; classifying types of insurance and distinguishing life insurance from other forms of insurance; analyzing the formal and substantive requirements of the contract, including aspects related to validity, consumer protection, and the role of financial supervision; comparing regulations in Romania and the Republic of Moldova to identify best practices and possible inconsistencies or areas for harmonization.

The novelty and scholarly originality of the work consists of a comparative approach to the legal regime governing life insurance contracts in Romania and the Republic of Moldova, a topic which, although important in practice, is relatively little discussed in the specialist literature.

The **important scientific problem solved** by the research consists in identifying and clarifying the legal relationship between the life insurance contract and the legal inheritance of the insured, especially in conflict situations arising from the designation of beneficiaries and their competition with legal heirs. The paper proposes theoretical and practical solutions to overcome these ambiguities.

The **theoretical significance** of the work consists of developing legal doctrine in the field of life insurance, providing an integrated analysis of the effects of the contract in the event of death, by correlating civil law institutions (contracts, succession, obligations).

The **applied value** of the paper is determined by providing legal and interpretative solutions for various issues related to this type of contract. The aim is not only to contribute to the specialist literature, but also to provide real support to professionals in the field, whether they are lawyers, financial advisors, or public officials involved in the regulation and supervision of the insurance market.

Implementation of scientific results. The results obtained can be used in the development of practical guidelines or contractual standards of good practice, applicable to insurance companies, but also to beneficiaries, in the process of improving legislation in the Republic of Moldova, by adopting functional models from Romanian or European law and within the framework of professional training programs for lawyers, notaries, financial advisors, or insurance specialists.

АННОТАЦИЯ

ТУДОСЕ Маричица, «Договор страхования жизни», докторская диссертация по праву, Кишинев, 2025 г.

Структура диссертации: введение, четыре главы, выводы и законодательные предложения, библиография из 101 названия и 112 страниц основного текста.

Ключевые слова: страхование жизни, выгодоприобретатель, наследник, договор.

Область обучения: специальность: Гражданское право.

Цель работы – проанализировать правовой режим договоров страхования жизни с помощью сравнительного подхода в двух различных правовых пространствах, близких в культурном, языковом и историческом отношении: Румынии и Республике Молдова. В работе делается попытка выделить сходства и различия между двумя системами, выявить пробелы в законодательстве и предложить решения для толкования и практического применения.

Цели: изучить историческую эволюцию страхования жизни в Румынии и Республике Молдова с целью понимания основ и факторов, влияющих на действующее законодательство; разъяснить концепцию и правовую природу договоров страхования жизни, подчеркнув их особенности по сравнению с другими видами договоров; классифицировать виды страхования и отличить страхование жизни от других форм страхования; проанализировать формальные и материальные требования к договору, включая аспекты, связанные с действительностью, защитой прав потребителей и ролью финансового надзора; сравнить нормативные акты Румынии и Республики Молдова с целью выявления передовой практики и возможных несоответствий или областей, требующих гармонизации.

Новизна и научная оригинальность работы заключаются в сравнительном подходе к правовому режиму, регулирующему договоры страхования жизни в Румынии и Республике Молдова, теме, которая, хотя и важна на практике, относительно мало обсуждается в специализированной литературе.

Важная научная проблема, решенная в ходе исследования, заключается в выявлении и разъяснении правовых отношений между договором страхования жизни и законным наследованием застрахованного лица, особенно в конфликтных ситуациях, возникающих в связи с назначением бенефициаров и их конкуренцией с законными наследниками. В статье предлагаются теоретические и практические решения для преодоления этих неоднозначностей.

Теоретическая значимость работы заключается в развитии правовой доктрины в области страхования жизни, предоставлении комплексного анализа последствий договора в случае смерти путем сопоставления институтов гражданского права (договоры, наследование, обязательства).

Прикладная ценность работы определяется предоставлением правовых и интерпретационных решений по различным вопросам, связанным с этим типом договора. Цель состоит не только в том, чтобы внести вклад в специализированную литературу, но и оказать реальную поддержку профессионалам в этой области, будь то юристы, финансовые консультанты или государственные служащие, занимающиеся регулированием и надзором за рынком страхования.

Внедрение научных результатов. Полученные результаты могут быть использованы при разработке практических рекомендаций или договорных стандартов надлежащей практики, применимых к страховым компаниям, а также к

бенефициарам, в процессе совершенствования законодательства Республики Молдова путем принятия функциональных моделей из румынского или европейского права и в рамках программ профессиональной подготовки юристов, нотариусов, финансовых консультантов или специалистов в области страхования.

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