

THE DYNAMIC OF THE DEVELOPMENT OF THE PREFERENTIAL INSURANCE IN AGRICULTURE (RUSSIA, BELARUS, UKRAINE)

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The development of the dynamic of the institution of preferential insurance in agriculture in Russia, Belarus and Ukraine is given in the article. The recent changes in law is analyzed. As the basis of article it is used the theory of complex commitment. As a common property interest of the relationship.

Preferential insurance of subjects of agricultural industry, the complex obligation, valuable interest of subjects of agricultural industry, a component-agreement, a component-grant, the state support of agricultural industry.

The Institute of preferential insurance, which especially need the subjects of agriculture, got enough coverage in science. Only lately, this institute was considered in the works of scientists - representatives of agrarian law.

However, Russian and Ukrainian (unlike Belarus) legislation persistently transform these relations in different variations. This violates the objective regularities of providing for preferential legal insurance again forced to remember about "well-forgotten old", returning to what is objectively the best model of preferential insurance.

The purpose of this article is to analyze the dynamics of development of preferential insurance in agriculture under the legislation of Russia,

Belarus and Ukraine thereby isolating positive and negative trends in the legal regulation of agro-insurance relations.

To understand the objective regularities of constructing these relations better from position of intersectoral theory "about complicated obligations". Analysis which takes into account the whole complex together rights and obligations, not in a disparate, single form. Accordingly, insurance and subsidy (and the part of the state prize, which is paid by the state) is "a single set of obligations", in which the unifying feature is the only property interest.

For preferential insurance, the members of which are three parties (the subject of agriculture, the insurance company and the state), the interest of the subject of agriculture is seen in the insurance, provided that the insurance contribution is partially paid by the state; for the state, it is important that in insurance of agricultural products it recalculates the insurance company the portion of insurance premiums; finally for the insurance company is important to get the full insurance contribution (which consists of both the insurance premium of the subject of agriculture and the insurance premium of the state).

Accordingly, the component parts of complex liability insurance in the system of state support of agrarian relations is, firstly, a component-contract (insurance contract), secondly, a component-subsidy (benefit), which is "attached" to the contract, and is part of the general model of preferential insurance.

Legal providing of preferential insurance, as a kind of complicated obligation, requires the solution of the problem of the relation of the obligations components from a position of mutual influence on each other. Three directions of coordination: firstly, the ratio in a difficult obligation of expression the reasons of origination of obligations components that create the general expression of complicated obligations.

The contract of preferential insurance includes the choice of its economic conditions, arising from the Civil codes of the Russian Federation, Belarus and Ukraine: insurance premium (including subsidies), the insurance event, the insurance compensation and the insurance amount – if one of the bases has an imperative character (which is a characteristic component of the subsidy is part of the insurance premium, which is issued by the state), then the base extends to the entire model of preferential insurance.

Secondly, the ratio of legal regulations obligations of the components (which can be free, sample and model), creating a common legal regulation of complex obligations - there is also imperative priority legal regulation (as it provides a component-subsidy).

Thirdly, the ratio of expression of complex liability and its legal regulation – if the basis of the origin of complex obligations is imperative (compulsory), its legal regulation can only be typical (imperative).

Failure to comply with these regularities inevitably generates conflicts of motivation between participants of the relations and conflicts legal regimes of obligations-components, a direct consequence is banal "theft" of public funds.

Summing up, you can come to the conclusion that for real and effective support to agricultural producers, reducing the number of declarative norms when developing and adopting of corresponding normative and legal acts should take into account the positive experience of other countries.