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LEGAL AND FINANCIAL PROTECTION AGAINST THE CONSEQUENCES OF DIVORCE THROUGH INSURANCE: AN ANALYSIS OF THE LEGAL FRAMEWORK OF THE REPUBLIC OF NORTH MACEDONIA

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Abstract

Marriage constitutes a fundamental institution of family law. Equally significant is the dissolution of marriage, both from a legal and a financial perspective, as divorce gives rise to various personal and property-related consequences for spouses. Considering that divorce insurance does not constitute a distinct category of insurance in most legal systems, including that of the Republic of North Macedonia, this paper examines the possibility of incorporating certain financial risks associated with divorce, such as legal representation costs, court fees, mediation expenses and other measurable financial consequences, within the existing framework of insurance law. The analysis employs the legal-dogmatic method, with particular emphasis on the classification of insurance, the concept of insurable risk, legal expenses insurance, and the terms and conditions established by insurance companies. Although, from a legal standpoint, Class 17 insurance (legal expenses insurance) may cover divorce-related expenses, the paper argues that it is the insurance company that determines which risks are covered and which exclusions apply under the terms and conditions of the insurance policy. The analysis shows that the statutory definition of Class 17 does not exclude divorce-related costs and that divorce can be regarded as an event that does not depend on the exclusive will of the policyholder; nevertheless, the insurers analysed expressly exclude divorce from their legal protection products. Data published by the Insurance Supervision Agency confirm the marginal role of this class in the insurance market. The paper therefore recommends that insurers consider covering divorce-related legal costs, subject to waiting periods and appropriate exclusions, and discusses the practical and regulatory challenges that such cover would entail, including adverse selection, the co-insurance of spouses, the lack of actuarial data and limited market demand.

Keywords: insurable risk, divorce insurance, legal expenses insurance, costs of divorce proceedings, North Macedonia.

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1. INTRODUCTION

1.1. Identification and Definition of the Research Problem

Given that divorce constitutes one of the most significant institutions of family law, producing direct legal and financial consequences for both spouses, this paper initially examines the dissolution of marriage in accordance with the provisions of the Law on the Family of the Republic of North Macedonia, with particular emphasis on the economic and financial implications of divorce.

The issues arising from the dissolution of marriage are both theoretical and practical in nature, particularly when considered in light of statistical data on divorce rates (Ahmedi, 2016, p. 1).

The table below presents statistical data on marriages and divorces in North Macedonia for the period 2023–2025, categorised according to key demographic characteristics, including age, gender, duration of marriage, and divorce patterns.

Table 1. Marriages and Divorces in the Republic of North Macedonia, 2023–2025

Indicator	**2023**	**2024**	**2025**
Number of Marriages	12,672	11,066	10,507
Annual Change in the Number of Marriages (%)	-1.6	-12.7	-5.1
Number of Divorces	1,765	2,024	2,185
Annual Change in the Number of Divorces (%)	+9.4	+14.7	+8.0
Mean Age of Brides at First Marriage (years)	27.5	27.6	27.5
Mean Age of Grooms at First Marriage (years)	30.1	30.1	30.2
Month with the Highest Number of Marriages	August (1,597; 12.6%)	August (1,452; 13.1%)	August (1,362; 13.0%)
Month with the Lowest Number of Marriages	March (730; 5.8%)	April (661; 6.0%)	March (473; 4.5%)
Age Group with the Highest Number of Marriages among Women	25–29 years (33.4%)	25–29 years (33.1%)	25–29 years (32.8%)
Age Group with the Highest Number of Marriages among Men	25–29 years (35.1%)	25–29 years (35.0%)	25–29 years (35.7%)
Age Group with the Highest Number of Divorces among Women	35–39 years (17.6%)	35–39 years (17.7%)	35–39 years (18.3%)
Age Group with the Highest Number of Divorces among Men	35–39 years (16.7%)	40–44 years (17.1%)	35–39 years (17.4%)
Marriage Duration with the Highest Number of Divorces	5–9 years (22.3%)	5–9 years (24.1%)	5–9 years (21.9%)

Note. Data from the State Statistical Office of the Republic of North Macedonia (2024, 2025, 2026). Table compiled by the authors.

On the basis of data from the State Statistical Office, a negative trend can be observed: over the years, the number of marriages has declined, whereas the number of divorces has increased, as described below.

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1) The number of marriages has been falling over the years. In 2023, it declined by 1.6% compared with 2022 to 12,672 marriages. The downward trend continued in 2024, with the number of marriages falling to 11,066, a decrease of 12.7%. The total number of marriages in 2025 declined further to 10,507, down 5.1% from the previous year.

2) Unlike marriages, the number of divorces has increased over the years. In 2023, it increased by 9.4% compared with 2022 to 1,765 divorces. In 2024, the upward trend continued with 2,024 divorces, an increase of 14.7%. In 2025, the total number of divorces rose to 2,185, an increase of 8.0% from the previous year.

3) The average age of brides at first marriage in 2023 and 2025 was 27.5 years and 27.6 years in 2024. The average age of the grooms was 30.1 years in 2023 and 2024 and increased to 30.2 years in 2025.

4) August was the month with the highest number of marriages in all three years analysed, while the month with the lowest number of marriages was March in 2023 and 2025 and April in 2024.

5) Among women, the 35–39 age group accounted for the highest share of divorces in all three years analysed: 17.6% in 2023, 17.7% in 2024 and 18.3% in 2025. Among men, the 35–39 age group had the highest proportion of divorces in 2023 and 2025, with 16.7% and 17.4%, respectively. In 2024, however, the highest share among men was recorded in the 40–44 age group, at 17.1%.

6) In terms of the duration of marriage, the highest number of divorces in all three years analysed occurred among couples whose marriages had lasted between five and nine years.

These statistical data, which reflect an upward trend in the number of divorces over at least the last three years, provide an empirical basis for examining the phenomenon of divorce in the country. In particular, they support an investigation into possible solutions or forms of relief that could help spouses manage the costs associated with the dissolution of marriage.

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1.2. Purpose of the Research

Taking into account contemporary developments, in which the possibility of introducing divorce insurance has increasingly been considered seriously, as well as the rising number of divorces in North Macedonia, the purpose of this paper is not to examine whether "divorce insurance" exists as a specific insurance product. Rather, it seeks to determine whether certain financial consequences of divorce can be insured within the existing legal framework of North Macedonia. If so, the research aims to establish the forms such insurance might take and the legal limits within which it could operate.

The paper also examines the relevant legal framework, which comprises the following:

- The Law on the Family (1992; LF);
- The Law on Supervision of Insurance (2002; LSI);
- The Law on Obligations (2001; LO);
- The Law on Ownership and Other Real Rights (2001; LOORR);
- The Law on Civil Procedure (2005; LCP), which is currently applicable (the new Law on Civil Procedure of 2026 entered into force on 16 July 2026 and will apply from 16 January 2027);
- The Law on Non-Contentious Procedure (2008);
- The Law on Inheritance (1996); and
- The Law on Civil Status Records (1995).

Specifically, the paper examines the relevant provisions of each of these laws concerning the dissolution of marriage and its consequences.

The personal and property-related legal consequences of the dissolution of marriage are addressed briefly in this paper, with reference to the relevant statutory provisions, since they constitute an established subject of study within family law. Accordingly, the purpose of this paper is not to re-examine these consequences but rather to analyse them from the perspective of insurance law. The main subject of research is the legal framework of North Macedonia, and the intention is to determine, classify and establish the potential insurability of financial risks in case of divorce.

The specific aims of the paper are as follows:

(1) To analyse the legal concept of insurable risk and to determine whether certain financial consequences of divorce are legally insurable risks within the existing legal framework of North Macedonia.

(2) To examine the terms and conditions provided by insurance companies for Class 17 – Legal Expenses Insurance.

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Throughout the paper, a distinction is drawn between two levels of analysis. The first concerns existing legal possibilities, namely what the current statutory framework, in particular Article 5 of the LSI and Article 954 of the LO, permits, and what the published terms and conditions of insurers currently cover or exclude. The second concerns hypothetical future insurance products, namely cover that is not currently offered on the North Macedonian market but could be developed by insurers within that framework. Statements concerning the second level are identified as such.

1.3. Methodology

This paper employs the legal-dogmatic method, analysing the statutory provisions governing insurance contracts, the classification of insurance and legal expenses insurance.

The analysis is based on the legal framework of North Macedonia, as well as relevant legal literature and scholarly research.

Another method employed in this study is the empirical method, which involves analysing statistical data from the State Statistical Office of the Republic of North Macedonia and statistical data published by the Insurance Supervision Agency.

The paper seeks to answer the following research questions:

• Can certain financial risks associated with divorce be covered under the existing insurance law framework of North Macedonia, and, if so, to what extent?

• Are there legal obstacles to covering divorce-related expenses under legal expenses insurance in North Macedonia, or is their exclusion primarily the result of the contractual terms and business policies of insurance companies?

1.4. Literature Review

It should be emphasised that the topic investigated in this paper has not been entirely neglected in the literature. A recent study, Divorce Insurance: Actuarial Reality, Legal Challenges, and Fictional Imagination, examines divorce insurance from an interdisciplinary perspective, taking into account actuarial considerations, the legal framework, and the social dimension (Vidal-Meliá & Bataller-Grau, 2025, p. 1).

Regarding the legal dimension, examples from Germany and, in particular, the United States demonstrate the considerable difficulties involved in launching a dedicated divorce insurance product. The social dimension and public perceptions of such a product are also explored through the South Korean television series The Divorce Insurance (Vidal-Meliá & Bataller-Grau, 2025, pp. 1–3).

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The global trend is towards indirect coverage: insuring expenses arising from divorce rather than the divorce event itself. This approach is more closely aligned with the principles of insurable interest and public sensibilities and may provide a more sustainable way forward to develop future insurance products (Vidal-Meliá & Bataller-Grau, 2025, p. 7).

Insurance against the consequences of divorce for property rights has also been analysed in the regional literature. During marriage, new property rights may be acquired, becoming part of the spouses' joint property or their separate property, whether acquired without consideration (for example, by inheritance) or otherwise. By analysing legislation in several federal states of the United States, German law, and insurance policy terms and conditions, the study examines the effects of divorce on existing insurance policies, insurers' obligations, and the characteristics of such policies (Jovanović, 2017).

The study also describes the marriage legal protection insurance (Ehe-Rechtsschutz) offered by the German insurer ARAG SE, which covers lawyers', expert witnesses' and court fees in divorce proceedings, with a sum insured of up to EUR 30,000 per insured event; it also reimburses mediation costs of up to EUR 3,000 per mediation and telephone legal advice of up to EUR 250 (Jovanović, 2017, pp. 133–137). It further notes that the terms and conditions of divorce insurance may provide for a waiting period of three to four years from the conclusion of the policy (Jovanović, 2017, p. 132).

The study concludes that the high divorce rate and insufficiently established practice of entering into prenuptial agreements represent a significant opportunity for insurance companies in Serbia to develop insurance terms and conditions covering the risk of divorce and offer such products to individuals interested in obtaining this type of insurance (Jovanović, 2017).

A study on divorce insurance aimed to propose an insurance product covering the event of divorce on the basis of an analysis of available insurance products and divorce rates and to assess its potential for success in the market (Rovňanská, 2012).

1.5. Advantages and Limitations of the Study

This paper offers both theoretical and practical advantages through its legal-dogmatic analysis. Divorce insurance and the coverage of divorce-related legal costs have recently been examined more thoroughly in Spain and at the level of European Union law, with reference to products offered in Germany and France (Bataller-Grau & Vidal-Meliá, 2026, pp. 4–6; Vidal-Meliá & Bataller-Grau, 2025), whereas North Macedonia has so far received little attention in this respect.

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From a theoretical perspective, this paper is one of the few studies in North Macedonia that provides a legal-dogmatic analysis of the possibility of covering the legal and financial consequences of divorce within the insurance classification system of the country. Particular emphasis is placed on legal expenses insurance (Class 17) and marriage or birth insurance (Class 20) in relation to the consequences of divorce.

The analysis of these insurance classes, based on statutory provisions and insurers' terms and conditions, aims to identify the most appropriate means of including or covering a particular category of consequences arising from divorce. Divorce, more generally, represents a culturally and socially sensitive issue.

From a practical perspective, this paper contributes particularly to the work of non-life insurance companies, given the absence of a study of this nature in the country.

Regarding the limitations of this paper, it should be noted that divorce is not recognised as an autonomous insurance class under Macedonian legislation, nor is there any known insurance product or insurance company offering such coverage. Accordingly, the paper analyses only the existing insurance classes under which the consequences of divorce might be covered. It does not extend to the detailed design or proposal of a fully developed insurance product, which could be the subject of future research, although Section 4.4 outlines the main practical and regulatory challenges that such a design would have to address.

2. DISSOLUTION OF MARRIAGE AND ITS LEGAL CONSEQUENCES

2.1. Dissolution of Marriage and Grounds for Divorce

Article 34 of the LF provides that marriage terminates upon the death of either spouse, upon a missing spouse being declared dead, or upon the annulment or dissolution (divorce) of the marriage.

Under the LF, marriage may be dissolved by mutual consent of the spouses (Article 39, paragraph 1); at the request of either spouse where marital relations have deteriorated to such an extent that cohabitation has become unbearable (Article 40); or at the request of either spouse where the marital community has effectively ceased to exist for more than one year (Article 41).

The legal relationship between spouses comes to an end upon the dissolution of the marriage. In this regard, the dissolution of marriage constitutes a legal fact upon the establishment of which the law provides for the termination of the marital relationship.

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The same applies to the legal fact of the death of either spouse, as both situations produce legal consequences for the future.

Some authors identify the following as consequences of divorce: emotional, legal, economic, social, and psychological consequences, as well as consequences relating to cooperation between the parties in the context of divorce (Weisberg & Appleton, 1998, pp. 538–540).

These consequences consist of the termination, modification, or creation of certain rights and obligations between former spouses and their children. Once a judicial decision becomes final and binding, it terminates the marriage and produces personal and property-related legal consequences concerning the spouses and their children (Zaçe, 1996, p. 149). Since the purpose of this paper is to examine these consequences from the perspective of insurance law, they are presented below with particular attention to the financial burdens that divorce entails.

2.1.1. Consequences of the Dissolution of Marriage for Non-Property Personal Relations

Once the court decision becomes final and binding, the former spouses no longer enjoy the civil status of "married"; in other words, their civil status changes, and from that moment onwards, each former spouse acquires the status of a divorced person.

Pursuant to Article 12 of the Law on Civil Status Records, the competent authority, in this case the court, is required to submit the decision to the civil status registrar responsible for the relevant civil status area in which the marriage register is maintained, within 15 days from the date on which the decision becomes final and binding.

The issue of the spouses' surname also gives rise to legal effects if one or both spouses changed their surname upon entering into marriage. Pursuant to Article 42 of the LF, following divorce or annulment of the marriage, each spouse has the right to retain their existing surname, as well as the option to change it. A change of surname is requested from the Ministry of Internal Affairs under the general procedure for changing a personal name (Articles 5 and 7 of the Law on Personal Name, 1995), and changes to the spouses' names are entered in the marriage register (Article 11, point 5, of the Law on Civil Status Records, 1995). This means that the exercise of this right depends primarily on the spouses' own wishes, namely, whether they wish to resume the surnames they had before entering into marriage (Podvorica, 2006, p. 136).

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2.2. Consequences of Divorce in Relation to Children

Pursuant to Article 44 of the LF, "Parental rights consist of the rights and duties of parents to care for the person, rights and interests of their minor children and of children in respect of whom parental rights have been extended."

The rights and obligations of parents and children are stipulated in Articles 46 and 47 of the LF.

2.3. Property Consequences of Divorce

As a consequence of the dissolution of marriage, the obligation to contribute financially towards meeting the family's everyday expenses ceases to exist. Under these circumstances, as a general rule, each former spouse becomes responsible for covering their own personal expenses following the dissolution of marriage (Ahmedi, 2016, p. 165).

Other property-related consequences include the following:

➢ Division of the spouses' joint property – Pursuant to the LOORR, property acquired by spouses during marriage constitutes their joint property (Article 67). In the event of a disagreement, either spouse may request its division through the courts.

During marriage and after its termination, spouses may divide their joint property by mutual agreement (Article 74, paragraph 1, of the LOORR).

If no agreement is reached, the joint property shall, at the request of either spouse, be divided by the court in non-contentious proceedings (Article 75, paragraph 1, of the LOORR).

At the request of either spouse, the court may award that spouse a larger share of the joint property if they establish that their contribution to the joint property was clearly and substantially greater than that of the other spouse (Article 75, paragraph 3, of the LOORR).

If, during the division of the joint property, it is determined that one spouse is entitled to a substantially smaller share, the court may, at the request of either spouse, order that the difference be compensated in monetary terms (Article 78 of the LOORR).

➢ Retention of separate property – Pursuant to the provisions of the LOORR, property owned by either spouse at the time of entering into marriage constitutes that spouse's separate property (Article 68, paragraph 1).

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Separate property also includes property and property rights acquired by a spouse through inheritance, legacy or gift, as well as items acquired during marriage that serve exclusively to meet the personal needs of one spouse, provided that their value is not disproportionately high in comparison with the overall value of the joint property (Article 68, paragraph 2, of the LOORR).

Each spouse independently administers and disposes of their separate property unless the spouses have agreed otherwise in a written agreement (Article 68, paragraph 3, of the LOORR).

➢ Loss of the right to inherit from one another by former spouses – As a general rule, matters concerning intestate and testamentary succession following the dissolution or annulment of marriage are governed by the provisions of the Law on Inheritance. Accordingly, former spouses are no longer entitled to inherit from one another under the rules of intestate succession (Article 26, paragraph 1, of the Law on Inheritance).

From the perspective of this paper, these property consequences are relevant primarily because the division of joint property gives rise to separate proceedings and costs (see Section 2.5); the property consequences themselves fall outside the scope of legal expenses insurance.

2.4. Maintenance of a Former Spouse and Financial Obligations

The maintenance of a former spouse is regulated by Article 185 of the LF, which provides that a spouse who lacks sufficient means of subsistence and is unable to work, or is unemployed through no fault of their own, is entitled to receive maintenance from the other spouse in proportion to the latter's financial means.

Having regard to all the circumstances of the case, the court may reject a claim for spousal maintenance if it is submitted by a spouse who has maliciously abandoned the other spouse or done so without justified grounds (Article 185, paragraph 2, of the LF).

Under the conditions specified in Article 185 of the LF, a spouse who lacks sufficient means of subsistence is entitled to request that, in the judgment dissolving the marriage, a specific amount be awarded as spousal maintenance, payable by the other spouse in proportion to the latter's financial means (Article 186, paragraph 1, of the LF).

According to Article 187 of the LF:

"The court may reject a claim for spousal maintenance if it is submitted by a spouse who, without any serious reason attributable to the other spouse, behaved in a seriously inappropriate and unacceptable manner during the marital union, or if granting the claim would constitute a manifest injustice towards the other spouse."

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Accordingly, a former spouse is entitled to maintenance if three conditions are met cumulatively: they lack adequate means of subsistence; they are unable to work or are unemployed through no fault of their own; and there are no circumstances justifying the rejection of the claim, such as malicious or unjustified abandonment of the other spouse or seriously inappropriate conduct during the marriage (Articles 185 and 187 of the LF).

The duration of spousal maintenance is limited by Article 189 of the LF, which provides that such a right may, as a general rule, continue for a maximum period of five years following the divorce or annulment of the marriage.

Exceptionally, at the request of the former spouse, the court may extend the right to maintenance beyond this period if it finds justified reasons, in particular where the former spouse is still unable to support themselves (Article 189, paragraph 2, of the LF).

Case Law of the Constitutional Court: The Survivor's Pension of a Divorced Spouse

- This case concerns Ruling U. No. 269/2009-0-0 of the Constitutional Court, dated 19 May 2010, in which the Court examined an initiative to institute proceedings for the assessment of the constitutionality of Article 80, paragraph 2, of the Law on Pension and Disability Insurance (1993). The Court decided not to initiate proceedings (Constitutional Court of the Republic of Macedonia, 2010). The 1993 Law is no longer in force; under the Law on Pension and Disability Insurance (2012) currently in force, a spouse from a dissolved marriage may likewise obtain a survivor's pension if a right to maintenance has been established by a court decision (Article 57, paragraph 2).
- According to the arguments presented in the initiative, the right of a divorced spouse to receive a survivor's pension, subject to the conditions prescribed by law, was not in dispute. However, the application of this provision resulted in the divorced spouse exercising the right to a survivor's pension to the detriment of the surviving spouse.
- The applicant illustrated this issue with the following example: at the time of his death, the deceased was legally obliged, pursuant to a final and binding court decision, to pay maintenance to his former wife, amounting to 20% of his pension. He had regularly fulfilled this obligation throughout his lifetime.
- The Court issued a reasoned decision providing a detailed analysis of the relevant provisions of the Constitution, the Law on Pension and Disability Insurance, and the LF. The following excerpts from the Court's reasoning are particularly relevant to the issue of spousal maintenance:
- "The right of a divorced spouse to maintenance, which, upon the death of the insured person, is transformed into the right to a survivor's pension for the divorced spouse, cannot, in the Court's opinion, be called into question from a

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constitutional and legal perspective. The arguments presented in the initiative also indicate that the applicant does not contest this right."

- In summary, the Court's reasoning, as relevant to this paper, can be reduced to the following points:
- The aforementioned provisions, when analysed from the perspective of constitutional law, demonstrate that marriage is a complex legal institution.
- Although entering into marriage is, in principle, an expression of an individual's freedom, namely, their free choice, it also gives rise to certain rights and obligations between spouses, particularly with regard to financial matters, including property rights and obligations and spousal maintenance.
- The obligation of mutual assistance and support between spouses, including financial support, constitutes one of the fundamental elements of marriage.
- Accordingly, marriage also represents a form of economic partnership in which property and income are acquired through the joint efforts of both spouses, even where one spouse is not engaged in paid employment outside the home but instead focuses on the so-called domestic sphere, namely, caring for the children and managing the shared household.

2.5. Judicial Proceedings and the Separation of Disputes

Divorce proceedings and property disputes arising as a consequence of divorce generate expenses, including court fees, legal representation fees, and expert assessment costs.

Pursuant to Article 229 of the LF, contentious proceedings in matrimonial disputes are initiated by filing a statement of claim. Where the spouses seek to dissolve their marriage by mutual consent, contentious proceedings are initiated by submitting a joint statement of claim accompanied by a joint proposal for the dissolution of the marriage (Article 229).

According to Article 250 of the LF, claims for spousal maintenance are the only claims that may be adjudicated together with proceedings for the dissolution of marriage. In contrast, other property disputes between spouses must be resolved in separate proceedings.

Litigation costs comprise the expenses incurred during or in connection with the proceedings (Article 145, paragraph 1, of the LCP). These include, in particular, court fees (Article 146, paragraph 2) and the costs of taking evidence (Article 147, paragraph 1), such as the costs of witnesses, expert witnesses, on-site inspections and court notices (Article 163, paragraph 2, and Article 166).

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Litigation costs also include the fees payable to lawyers and other persons who are legally entitled to remuneration (Article 145, paragraph 2, of the LCP), which are assessed according to the Attorneys' Tariff (Article 149, paragraph 2).

Litigation costs are not limited to expenses incurred after the claim is filed, since they include expenses incurred "in connection with" the proceedings, provided that they were necessary for conducting the litigation (Article 145, paragraph 1, and Article 149, paragraph 1, of the LCP). The costs of securing evidence, which may be requested before proceedings are initiated (Article 258, paragraph 2), may be recovered as part of the litigation costs according to the party's success in the proceedings (Article 162, paragraph 2).

These rules will continue to apply until the new Law on Civil Procedure (2026), which entered into force on 16 July 2026, begins to apply on 16 January 2027.

Pursuant to Article 227 of the Law on Non-Contentious Procedure:

"The costs of the proceedings shall be borne by each participant in proportion to the size of their respective share."

This means that each spouse bears the costs in proportion to the share received in the division of the joint marital property.

3. DIVORCE FROM THE PERSPECTIVE OF INSURANCE LAW

3.1. The Concept of Insurable Risk

The LO defines an insurance contract as an agreement under which the policyholder, on the basis of the principles of reciprocity and solidarity, undertakes to contribute a specified amount of funds to an insurance company, that is, to the risk pool (the insurer). In return, the insurance company is obliged, if an event constituting an insured event occurs, to pay compensation or the agreed sum of money to the insured person or a third party or to perform another agreed obligation (Article 953).

The main elements of an insurance contract are as follows:

1. The insured property or person;
2. The insured event;
3. The risk;
4. The sum insured;
5. The insurance premium;
6. *The duration of the insurance contract and the coverage period*

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The insured event is the event upon which the insurance contract is based. It must be future, uncertain, and not dependent exclusively on the will of the contracting party (Article 954, paragraph 1, of the LO).

The LO provides that if, at the time of its conclusion, the insured event has already occurred or is in the course of occurring, if it is certain that it will occur, or if the possibility of its occurrence has ceased to exist, the insurance contract is null and void (Article 954, paragraph 2, of the LO).

"If it has been agreed that the insurance shall cover a specified period preceding the conclusion of the contract, the contract shall be null and void only if, at the time of its conclusion, the interested party knew that the insured event had already occurred or that the possibility of its occurrence had ceased to exist" (Article 954, paragraph 3, of the LO).

Risk represents the possibility of an insured event occurring, materialising, or being realised, or the possibility of an economically harmful event taking place.

According to the commentary on the Law on Obligations, risk and the insured event are two closely interconnected factors in an insurance contract, but they should not be equated with one another. This is because risk represents the possibility of an uncertain event occurring, an event that does not depend exclusively on the will of the interested person whose insurable interest is under consideration (Čavdar & Čavdar, 2012, p. 971).

In the insurance literature, risks are classified according to various criteria, including financial and non-financial risks, dynamic and static risks, fundamental and particular risks, as well as pure and speculative risks. Risk, in its broadest sense, encompasses exposure to uncertainty, which may result in financial losses in some circumstances, whereas in others, it may not entail such consequences (Marović & Kalinić, 2009, p. 79). From the perspective of insurance activities, particular importance is attached to risks involving the possibility of financial losses.

With regard to the question of whether divorce may be considered insurable from a legal perspective, three distinct situations must be distinguished: divorce as an insured event, the expenses arising from divorce, and the economic consequences of divorce. The subject matter of the insurance contract is determined according to which of these situations is concerned.

On the basis of the definition of an insured event presented above, a legal question arises concerning the nature of divorce from an insurance perspective, particularly because of the extent to which divorce depends on the spouses' willingness to seek dissolution of their marriage.

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The question of whether a divorce can be insured has also been addressed in the recent literature, according to which a divorce may be considered an insurable risk because it is characterised by uncertainty as to its occurrence, unpredictability regarding the timing of its realisation, and the existence of economic consequences that can be measured (Bataller-Grau & Vidal-Meliá, 2026, p. 5).

In the authors' view, divorce can also satisfy the requirement of Article 954, paragraph 1, of the LO that the insured event be independent of the exclusive will of the contracting party. A divorce by mutual consent (Article 39 of the LF) requires the will of both spouses, whereas a divorce at the request of one spouse (Articles 40 and 41 of the LF) depends on the court establishing that marital relations have broken down to such an extent that cohabitation has become unbearable or that the marital community has in fact ceased for more than one year. Although one spouse may bring about the de facto cessation of the marital community, the divorce itself is pronounced by the court. Divorce, therefore, does not depend on the exclusive will of the policyholder (cf. Bataller-Grau & Vidal-Meliá, 2026, p. 11). The influence of the will of the insured person on the occurrence of the event nonetheless remains the main objection to the insurability of divorce (Bataller-Grau & Vidal-Meliá, 2026, p. 5). This justifies the use of waiting periods and exclusions.

The same provision has consequences for divorce proceedings that are already pending. Under Article 954, paragraph 2, of the LO, an insurance contract is null and void if, at the time of its conclusion, the insured event has already occurred or is in the course of occurring. In case law, this rule, together with the insurer's terms and conditions, has been applied to circumstances that existed before the conclusion of the contract, such as an illness diagnosed years before the policy was taken out (Basic Court Skopje II – Skopje, 2014). By analogy, where divorce proceedings have already been initiated when the contract is concluded, the insured event could be regarded as having already occurred or as being in the course of occurring, so that cover may be excluded by law and not only by contract.

4. THE LEGAL FRAMEWORK OF THE REPUBLIC OF NORTH MACEDONIA

4.1. Classification of Insurance

Article 5 of the LSI classifies insurance into 25 classes:

1. Accident Insurance

Covers the consequences of accidents.

2. Health Insurance

Health insurance that is not covered by compulsory health insurance.

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3. Motor Vehicle Insurance (Comprehensive Insurance / Motor Hull Insurance)

Covers damage to:
- Land motor vehicles, excluding railway vehicles; and
- Road trailers.

4. Railway Rolling Stock Insurance (Railway Hull Insurance)

Covers damage to or loss of railway rolling stock.

5. Aircraft Insurance (Aircraft Hull Insurance)

Covers damage to or loss of aircraft.

6. Vessel Insurance (Marine Hull Insurance)

Covers damage to or loss of river and lake vessels.

7. Goods-in-Transit Insurance (Cargo Insurance)

Covers all damage to or loss of goods during transit, including baggage, irrespective of the mode of transport.

8. Fire and Natural Forces Insurance

Covers damage to or loss of property (other than damage covered under Classes 3 to 7) caused by:

- Fire;
- Explosions;
- Storms;
- Natural disasters other than storms, as well as land subsidence or landslides.

9. Other Property Damage Insurance

Covers all damage to or loss of property (other than damage covered under Classes 3 to 7) caused by hail, frost, or any other cause not listed under Class 8, such as theft.

10. Motor Vehicle Third-Party Liability Insurance

Covers liability arising from the use of motor vehicles.

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11. Aircraft Liability Insurance

Covers all liabilities arising from the use of aircraft, including the liability of the aircraft owner.

12. Vessel Liability Insurance

Covers all liabilities arising from the use of vessels, including the liability of the vessel owner.

13. General Liability Insurance

Covers all liabilities other than those specified under Classes 10, 11, and 12.

14. Credit Insurance

Covers:

- The risk of non-payment due to insolvency or other circumstances;
- Export credits and other risks associated with exports, trade, and domestic and international investments;
- Instalment credit;
- Mortgage loans and Lombard loans;
- Agricultural credit;
- Other forms of credit.

15. Suretyship Insurance

Provides direct or indirect coverage and guarantees for the fulfilment of debtors' obligations.

16. Miscellaneous Financial Loss Insurance

Covers financial losses arising from:
- Employment-related risks;
- Insufficient income (general);
- Adverse weather conditions;
- Loss of income;
- Unexpected general expenses;
- Unexpected business expenses;
- Loss of market value;
- Loss of rental income or other income;
- Indirect trading losses other than those listed above;
- Financial losses other than commercial losses;

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- Other types of financial loss.

17. Legal Expenses Insurance

Covers the costs of legal assistance and court proceedings.

18. Assistance Insurance

Covers assistance for persons who encounter difficulties while travelling or in other circumstances involving their temporary absence from home or their permanent place of residence.

19. Life Insurance

With the exception of the types specified under Classes 20 to 25, life insurance includes the following:

- Survival insurance;
- Death insurance;
- Endowment life insurance;
- Annuity insurance;
- Life insurance with a return-of-premium benefit.

20. Marriage or Birth Insurance

Covers insurance against events relating to marriage or childbirth.

21. Unit-Linked Life Insurance

Life insurance linked to units of investment funds, where the insured person bears the investment risk relating to changes in the value of the investment units or other securities of the investment funds.

22. Tontine Insurance

Insurance involving a group of persons who agree to pool their contributions and distribute the accumulated funds, as applicable, among those who have reached a specified age or among the beneficiaries of deceased insured persons.

23. Capital Redemption Operations

These are based on actuarial calculations under which, in exchange for single or periodic payments, insured persons acquire claims payable over a specified period and in specified amounts.

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24. Annuity Insurance for Beneficiaries of Compulsory Capital-Funded Pension Insurance

Covers annuity payments to beneficiaries of compulsory pension insurance funded through capitalisation, in accordance with the Law on the Payment of Pensions and Pension Benefits from Fully Funded Pension Insurance.

25. Annuity Insurance for Beneficiaries of Voluntary Capital-Funded Pension Insurance

Covers annuity payments to beneficiaries of voluntary pension insurance funded through capitalisation, in accordance with the Law on the Payment of Pensions and Pension Benefits from Fully Funded Pension Insurance.

4.2. Class 17 Insurance – Legal Protection: Insurance Terms and Conditions of Non-Life Insurance Companies in the Republic of North Macedonia

The title of this class of insurance itself indicates that it concerns legal protection insurance, which covers the costs of legal assistance and litigation. In the LSI, Class 17 is designated as osiguruvanje na pravna zaštita (legal protection insurance), and insurers use the same name for their products. This paper uses the term legal expenses insurance, which corresponds to the terminology of European Union law, where Class 17 covers "legal expenses and costs of litigation" (Directive 2009/138/EC, 2009, Annex I, Part A, Class 17; Article 198). Based on a review of the websites of all 11 insurance companies operating in the non-life insurance sector in North Macedonia, it was found that only four companies have published their legal protection insurance terms and conditions, namely:

- Nacionalna Insurance Group JSC "Osiguritelna Polisa" – Skopje;
- Euroins Osiguruvanje JSC – Skopje;
- Halk Osiguruvanje JSC – Skopje;
- Alta Osiguruvanje JSC – Skopje.

These companies have published their terms and conditions for legal protection insurance, corresponding to Class 17.

According to the official register, the following insurance companies are licensed to conduct business in this class (Insurance Supervision Agency, n.d.-a):

- Sava Osiguruvanje JSC – Skopje;
- Makedonija Osiguruvanje JSC – Skopje;
- Eurolink Osiguruvanje JSC – Skopje;
- Triglav Osiguruvanje JSC – Skopje.

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However, these companies do not offer such a product on their websites and, accordingly, do not appear to conduct business in this insurance class.

According to the data in the official register, Sigal Inshurens Grup JSC – Skopje and Grawe Non-Life Insurance JSC – Skopje are not licensed to conduct business in this class (Insurance Supervision Agency, n.d.-a).

Kroacija Osiguruvanje JSC offers a more specialised product than those offered by the other companies, namely, the Terms and Conditions for Insurance of Criminal Legal Defence Expenses and Monetary Compensation for Injuries Sustained by the Driver Responsible for a Traffic Accident (AO Plus) (Kroacija Osiguruvanje, 2013). This product is more specific in terms of the subject matter of the insurance. Under Article 3, it covers the following:

"A. Reimbursement of the costs of representing the insured person in criminal proceedings initiated against that person as a result of a traffic accident caused by the insured while driving a motor vehicle covered by a motor third-party liability insurance policy issued by Kroacija Osiguruvanje JSC, a non-life insurance company based in Skopje, with which this insurance is contracted.

B. Compensation for non-pecuniary damage recognised and specified in the insurance contract, sustained by the insured person as a result of bodily injuries caused in a traffic accident that the insured person caused while driving a motor vehicle covered by a motor third-party liability insurance policy issued by Kroacija Osiguruvanje JSC, a non-life insurance company based in Skopje, with which this insurance is contracted."

The coverage provided by this product is not relevant to the subject of our research. Therefore, we will not examine the aforementioned insurance terms and conditions in greater detail. The same reasoning applies to the terms and conditions of Halk Osiguruvanje JSC – Skopje and Alta Osiguruvanje JSC – Skopje.

Before proceeding with the analysis of the terms and conditions of legal protection insurance, we present below data on the insurance market for 2024 and 2025, based on gross written premiums by insurance class.

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Table 2. Gross Written Premiums by Insurance Class (in thousand denars)

Insurance Class	2024	2025	Year-on-Year Change (2025/2024) (%)	Share in Total GWP in 2024 (%)	Share in Total GWP in 2025 (%)
Accident Insurance	846,482	903,575	6.74%	5.30%	5.04%
Health Insurance	1,327,563	1,474,844	11.09%	8.31%	8.22%
Motor Vehicle Comprehensive Insurance (Motor Hull Insurance)	1,359,846	1,512,462	11.22%	8.52%	8.43%
Aircraft Comprehensive Insurance (Aircraft Hull Insurance)	98,552	98,465	-0.09%	0.62%	0.55%
Vessel Comprehensive Insurance (Marine Hull Insurance)	2,016	2,208	9.52%	0.01%	0.01%
Goods-in-Transit Insurance (Cargo Insurance)	118,258	116,236	-1.71%	0.74%	0.65%
Fire and Natural Forces Insurance	1,014,449	1,387,454	36.77%	6.35%	7.74%
Other Property Insurance	1,511,839	1,695,997	12.18%	9.47%	9.46%
Motor Third-Party Liability Insurance	5,913,184	6,403,358	8.29%	37.03%	35.70%
Aircraft Liability Insurance	15,091	14,713	-2.51%	0.09%	0.08%
Vessel Liability Insurance	4,802	5,827	21.34%	0.03%	0.03%
General Liability Insurance	365,465	473,802	29.64%	2.29%	2.64%
Credit Insurance	104,677	211,545	102.09%	0.66%	1.18%
Suretyship Insurance	196	890	355.01%	0.00%	0.00%
Miscellaneous Financial Loss Insurance	98,196	111,811	13.87%	0.61%	0.62%
Legal Expenses Insurance	3	1	-66.67%	0.00%	0.00%
Travel Assistance Insurance	293,564	331,478	12.92%	1.84%	1.85%
Life Insurance	2,099,615	2,168,733	3.29%	13.15%	12.09%
Marriage or Birth Insurance	0	0	-	0.00%	0.00%
Unit-Linked Life Insurance	794,436	1,021,169	28.54%	4.98%	5.69%
TOTAL	**15,968,235**	**17,934,568**	**12.31%**	**100.00%**	**100.00%**
TOTAL NON-LIFE INSURANCE	**13,074,184**	**14,744,666**	**12.78%**	**81.88%**	**82.21%**
TOTAL LIFE INSURANCE	**2,894,051**	**3,189,902**	**10.22%**	**18.12%**	**17.79%**

Note. Data from the Insurance Supervision Agency (2026, pp. 15–16, Table 5). Translated by the authors. GWP = gross written premium.

On the basis of the data presented in Table 2, legal expenses insurance recorded gross written premiums of only MKD 3,000 in 2024. In 2025, gross written premiums fell to MKD 1,000, representing a decrease of 66.67%. These figures indicate that this insurance class accounts for a virtually negligible share of the insurance market compared with the other insurance classes.

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Table 3. Gross written premiums for the period from 1 January 2025–31 December 2025 (in thousand denars)

Nr.	Insurance Class	Triglav	Sava	Euroins	Eurolink	Sigal	Osiguritelna Polisa	Kroacija Non-Life	Halk	Grawe Non-Life	Makedonija VIG	ZOIL Makedonija Bitola	Total
01	Accident Insurance	126,537	86,520	47,381	103,878	68,077	48,014	159,205	84,682	33,914	144,256	1,111	903,575
02	Health Insurance	248,844	145,901	17,108	222,869	166,081	0	265,752	152,565	0	255,724	0	1,474,844
03	Motor Vehicle Comprehensive Insurance (Motor Hull Insurance)	197,872	273,746	89,796	159,676	133,620	142,471	139,316	148,222	25,943	197,679	4,121	1,512,462
04	Railway Rolling Stock Insurance (Railway Hull Insurance)	0	0	0	0	0	0	0	0	0	0	0	0
05	Aircraft Comprehensive Insurance (Aircraft Hull Insurance)	0	0	0	76,232	4,698	857	16,678	0	0	0	0	98,465
06	Vessel Comprehensive Insurance (Marine Hull Insurance)	185	1,088	39	31	66	330	0	167	0	302	0	2,208
07	Goods-in-Transit Insurance (Cargo Insurance)	26,714	5,366	18,644	5,995	14,488	3,271	5,009	6,290	0	30,459	0	116,236
08	Fire and Natural Forces Insurance	123,781	110,380	59,530	540,034	63,265	72,896	78,756	91,422	4,272	242,982	136	1,387,454
09	Other Property Insurance	241,534	191,343	71,086	309,830	206,762	36,555	109,554	110,032	2,257	416,954	90	1,695,997
10	Motor Third-Party Liability Insurance	493,424	575,893	428,070	487,397	1,119,900	603,400	691,160	400,791	688,972	875,224	39,127	6,403,358
11	Aircraft Liability Insurance	475	0	0	8,843	420	2,784	2,133	0	0	58	0	14,713
12	Vessel Liability Insurance	344	1,311	95	947	758	795	247	491	0	839	0	5,827
13	General Liability Insurance	50,838	21,308	12,692	168,752	51,388	27,993	22,624	53,298	846	64,013	50	473,802
14	Credit Insurance	63,284	13,038	1,110	0	0	0	7,257	110,955	0	15,901	0	211,545
15	Suretyship Insurance	0	0	431	278	0	0	0	181	0	0	0	890
16	Miscellaneous Financial Loss Insurance	61,180	8,791	176	503	12,757	0	883	16,668	0	10,853	0	111,811
17	Legal Expenses Insurance	0	0	0	0	0	0	1	0	0	0	0	1
18	Travel Assistance Insurance	70,741	58,892	12,113	55,050	26,742	26,762	30,739	18,600	6,379	25,245	215	331,478
	TOTAL NON-LIFE INSURANCE	**1,705,753**	**1,493,577**	**758,271**	**2,140,315**	**1,869,022**	**966,128**	**1,529,314**	**1,194,364**	**762,583**	**2,280,489**	**44,850**	**14,744,666**

Note. Data from the Insurance Supervision Agency (2026, p. 18, Table 8). Translated by the authors. The company names are as described in the reference period (2025); ZOIL Makedonija AD Bitola was renamed Alta Osiguruvanje AD Skopje in 2026.

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Furthermore, Table 3 clearly indicates that, during 2025, only Kroacija Osiguruvanje – Non-Life recorded an insurance premium amounting to MKD 1,000. These data suggest that Class 17 insurance is not a priority or a target segment for non-life insurance companies.

In the following section, we analyse together the insurance terms and conditions of Osiguritelna Polisa and Euroins Osiguruvanje, since both insurance companies regulate legal protection in the field of family law in an almost identical manner, which is of particular importance for the present study (Euroins Osiguruvanje, 2020; Osiguritelna Polisa, 2012).

Pursuant to Article 27 of the terms and conditions of both insurance companies, coverage extends to the insured person and his or her relatives as defined in Article 5.

The terms and conditions of both insurance companies provide coverage for the following legal interests:

1) Protection of legal interests before the courts concerning the following:
- Matters arising from matrimonial law;
- Rights and legal relationships between adults and children;
- Guardianship rights concerning third parties;
- Guardianship rights concerning persons with disabilities.

2) In non-contentious proceedings, insurance coverage is provided exclusively for appeal proceedings against court decisions.

3) Prior to the commencement of judicial proceedings:
- Costs associated with out-of-court mediation are covered;
- Expenses incurred in the extrajudicial protection of legal interests are covered up to 1% of the sum insured, provided that the matter is resolved through such measures or through out-of-court mediation.

Osiguritelna Polisa limits these pre-litigation costs to rights and legal relationships between adults and children and to the guardianship rights of third parties, whereas Euroins does not specify the relationships (Osiguritelna Polisa, 2012, Article 27, point 2.2).

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4) During judicial proceedings, the costs of out-of-court mediation are covered in relation to the following:

- Rights and legal relationships between adults and children;
- Guardianship rights concerning third parties.

provided that mediation has not been conducted prior to the commencement of judicial proceedings.

5) Costs incurred in establishing pure financial losses arising in connection with the relevant matters are covered.

Explicit Exclusion of Divorce

Although insurance provides legal protection in the field of family law, divorce proceedings and certain related matters are expressly excluded from coverage.

"(3) Exclusions from Insurance Coverage

1) Within the scope of legal protection insurance in the field of family law, insurance coverage is not provided for legal interests relating to:

- Divorce proceedings, annulment of marriage, or declarations of marriage nullity;
- Matters relating to divorce, annulment of marriage, or declarations of marriage nullity, where the insured event occurs during divorce proceedings or within one year following their conclusion by a final and binding court judgment.

In matters that were already pending at the time divorce proceedings, marriage annulment proceedings, or proceedings for a declaration of marriage nullity were initiated, and which are connected with such proceedings, insurance coverage terminates upon the commencement of the relevant proceedings.

2) Matters concerning rights and legal relationships between adults and children, where the insured event occurs within one year following the dissolution of the family household in which the parents previously lived together.

3) Matters concerning the establishment or contestation of paternity, as well as the determination of whether a child was born within or outside marriage, including matters related to such proceedings, where fewer than nine months have elapsed between the commencement of insurance coverage and the birth of the child.

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4) Proceedings concerning the enforcement of claims for the recovery of obligations arising from guardianship rights." (Euroins Osiguruvanje, 2020, Article 27, paragraph 3)

"(4) Definition of an Insured Event

An insured event is defined as an occurrence that causes a change in the legal status of the insured person and creates a need to protect their legal interests.

Where several events occur, the insured event shall be deemed to be the first occurrence that gave rise to the need to protect the same legal interests." (Euroins Osiguruvanje, 2020, Article 27, paragraph 4)

Temporal Limitation: Waiting Period

Both insurance companies provide for a six-month waiting period as a preventive measure against potential misuse of insurance coverage.

"(5) Waiting Period

Unless otherwise agreed, a waiting period of six months from the specified insurance commencement date shall apply to this coverage.

That is, insured events occurring before the expiry of the six-month period, calculated from the contractual commencement date of the insurance, shall be excluded from coverage." (Euroins Osiguruvanje, 2020, Article 27, paragraph 5)

Osiguritelna Polisa provides for the same six-month period but adds the phrase "except for claims under point 2.4", that is, the costs of establishing pure financial losses (Osiguritelna Polisa, 2012, Article 27, point 5).

The aforementioned provisions clearly demonstrate that divorce and the consequences arising from divorce proceedings are expressly excluded from insurance coverage, even though the insurance provides legal protection in matters relating to family law.

It should also be noted that, under Article 5 of the Euroins terms and conditions, the spouse or partner living in the same household as the insured person is co-insured. In the event of divorce, both parties could therefore claim under the same policy, which may be a further reason why insurers exclude divorce from cover.

On the basis of an analysis of Class 17 under Article 5 of the LSI and the manner in which the insured subject matter is defined under Article 27 of the insurance companies' terms and conditions, it is evident that, under existing law, nothing prevents expenses arising from divorce from being covered under Class 17 – Legal Expenses Insurance. At

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present, however, none of the insurers analysed offers such cover, and no such product is known on the market (see Section 1.5).

A future product of this kind could include legal representation, court costs, mediation expenses, and expert assessments associated with divorce proceedings.

Spouses usually know the state of their marriage far better than the insurer, and the occurrence of divorce depends in part on their will (see Section 3.1). For this reason, such a product could provide for an appropriate waiting period to mitigate the insurance risk. The practical and regulatory challenges involved in designing such cover are discussed in Section 4.4.

4.3. Class 20 – Marriage or Birth Insurance

According to the classification of insurance activities, Class 20 – Marriage or Birth Insurance falls within the category of life insurance.

Its connection with divorce is particularly evident, since the existence of a marriage is a prerequisite for divorce proceedings.

According to the official register, only the Sigal Life Insurance Company is licensed to conduct insurance activities under Class 20 (Insurance Supervision Agency, n.d.-b).

Unlike Class 17 within non-life insurance, where a negligible premium was recorded, no gross written premium at all was recorded under this class in 2024 or 2025 by any of the six life insurance companies (Insurance Supervision Agency, 2026, pp. 15–16, Table 5; p. 18, Table 8).

On the basis of a review of the official websites of all six insurance companies operating in the life insurance sector in North Macedonia, none offered, at the time of writing, insurance products falling within Class 20. Marriage appears only as one of the payout options of a children's endowment life insurance product, under which the sum insured may be paid if the insured person marries between the ages of 18 and 25 (UNIQA Life, 2025, p. 13).

4.4. Practical and Regulatory Challenges of Divorce-Related Coverage

The finding that the existing legal framework permits the coverage of divorce-related legal costs under Class 17 does not mean that such cover could easily be introduced. An insurer deciding to develop a product of this kind would face several practical and regulatory challenges, which may also help to explain the exclusions currently applied by the insurers analysed.

First, the central difficulty is information asymmetry. Spouses are better informed than the insurer about the state of their marriage, so cover may be purchased mainly by couples who already anticipate divorce (adverse selection), while insured persons,

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knowing that they are protected, may make less effort to preserve the marriage (moral hazard) (Vidal-Meliá, 2025, p. 35). Adverse selection was among the reasons for the closure of the US divorce insurance product WedLock within four years of its launch (Vidal-Meliá & Bataller-Grau, 2025, p. 1). As noted in Section 3.1, the influence of the will of the insured person on the occurrence of the event remains the main objection to the insurability of divorce (Bataller-Grau & Vidal-Meliá, 2026, p. 5). To address these risks, the literature proposes waiting periods before cover becomes fully effective (Vidal-Meliá, 2025, pp. 35–36); together with exclusions, such periods mitigate the risk but do not eliminate it. The six-month waiting period applied by the insurers analysed to other family law matters is short in comparison with the three to four years reported for divorce insurance products abroad (Jovanović, 2017, p. 132), whereas a long waiting period reduces the attractiveness of the product to consumers.

Second, it is difficult to determine when the insured event occurs. Under the insurers' terms and conditions, the insured event is an occurrence that changes the legal status of the insured person and creates a need to protect their legal interests and, where several events occur, the first of them (Euroins Osiguruvanje, 2020, Article 27, paragraph 4). In divorce, the breakdown of marital relations (Article 40 of the LF) or the de facto cessation of the marital community, which under Article 41 of the LF must have lasted for more than one year, precedes the filing of the claim and is not recorded in any register. A product covering divorce would therefore have to define the insured event precisely, for example as the filing of the statement of claim, while retaining an exclusion for marital breakdown that already existed when the contract was concluded. In the event of a dispute, establishing such prior breakdown would raise difficult questions of proof.

Third, the Euroins terms and conditions extend cover to the spouse or partner living in the same household (Euroins Osiguruvanje, 2020, Article 5; see Section 4.2). In divorce proceedings, the insured person and the co-insured spouse are opposing parties, so the insurer could be required to finance both sides of the same dispute. A product covering divorce would have to specify whether cover is limited to the policyholder, whether each spouse must hold a separate policy, and how the sum insured is to be allocated.

In European Union law, which is a relevant point of reference for North Macedonia as a candidate country, legal expenses insurance is subject to specific rules designed to prevent such conflicts of interest (Directive 2009/138/EC, 2009, Articles 200–204). Claims must be managed using at least one of the methods set out in the Directive, namely ensuring that staff handling legal expenses claims do not pursue a similar activity for other classes of insurance, entrusting claims management to a separate undertaking, or granting the insured person the free choice of a lawyer from the moment a claim arises (Article 200). The insured person must be free to choose a lawyer, in particular whenever a conflict of interests arises (Article 201), and in such cases the insurer must inform the insured person of that right and of the possibility of recourse to arbitration or another

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procedure offering comparable guarantees of objectivity (Articles 203 and 204). The Directive also addresses the situation in which both parties to a dispute are insured for legal expenses by the same insurer: as one of the conditions for a narrow exemption from the free choice of lawyer, limited to cases arising from the use of road vehicles, it requires that each party be represented by wholly independent lawyers (Article 202, paragraph 1, points (a) and (d)). Although this rule does not apply to family law matters, it shows that EU law recognises the conflict of interest that arises in such situations, which is precisely the position of co-insured spouses in divorce proceedings. Comparable safeguards would be particularly important in divorce matters, in which the insurer may have an interest in resolving the dispute at the lowest possible cost.

Fourth, insurers lack the data needed for pricing; the literature notes the absence of claims data specific to divorce, which forces reliance on simulation-based models (Vidal-Meliá, 2025, p. 36; Vidal-Meliá & Bataller-Grau, 2025, p. 7). The statistical data used in this paper (Table 1) show the number of divorces and their distribution by age and duration of marriage, but contain no information on the duration or cost of divorce proceedings, which is what the pricing of legal expenses cover requires. Costs can also be expected to differ between divorces by mutual consent and contested proceedings involving related property disputes. Although lawyers' fees are assessed according to the Attorneys' Tariff (Article 149, paragraph 2, of the LCP), which makes part of the costs predictable, the costs of expert evidence and of separate proceedings for the division of joint property (see Section 2.5) may vary considerably. In the absence of a domestic claims history, premiums, sums insured and sub-limits would initially have to be set on the basis of foreign experience, such as the limits applied in the German marriage legal protection insurance described in Section 1.4 (Jovanović, 2017, pp. 133–137).

Fifth, demand for legal expenses insurance in North Macedonia is minimal. Gross written premiums in Class 17 amounted to MKD 3,000 in 2024 and MKD 1,000 in 2025 (Table 2), only a few insurers publish terms and conditions for this class, and only one recorded any premium in 2025 (Table 3). A stand-alone divorce product would therefore be unlikely to reach the volume required for effective risk pooling. A more realistic option would be to offer divorce-related costs as an optional extension of existing family law legal protection cover or of other voluntary insurance products. This would be consistent with the international literature, which sees the future of divorce risk coverage in its integration with legal expenses and family protection products rather than as a stand-alone line (Vidal-Meliá & Bataller-Grau, 2025, p. 7; see also Section 1.4).

Finally, any such product would have to comply with the general rules of the LO on insurance contracts, including Article 954 (see Section 3.1), and the insurer would need a licence for Class 17 under the LSI; according to the official register, two non-life insurers did not hold such a licence at the time of the analysis (see Section 4.2). Because divorce is a culturally and socially sensitive matter (see Section 1.5; see also Vidal-Meliá & Bataller-Grau, 2025, pp. 1–3, 7), the terms and conditions, in particular the exclusions

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and waiting periods, would need to be drafted in clear and transparent language, and the product would have to be presented as an element of prudent financial planning rather than as a tacit endorsement of the dissolution of marriage (Vidal-Meliá, 2025, p. 35).

These challenges do not constitute legal obstacles in the sense of the second research question. Rather, they are practical and regulatory considerations that shape insurers' business decisions and may explain why divorce-related cover, although legally permissible, remains a hypothetical product in North Macedonia.

5. CONCLUSION

On the basis of the provisions of the LSI, divorce is not currently recognised as a separate class of insurance in North Macedonia. Nevertheless, the absence of a dedicated insurance category does not necessarily imply that the financial consequences of divorce cannot be insured under the existing legal framework.

With regard to the first research question—whether certain financial risks associated with divorce can be covered under the existing insurance law framework of North Macedonia and, if so, to what extent—the analysis of the national legal framework indicates that certain financial risks associated with legal and court-related expenses arising during divorce proceedings may be covered, particularly under Class 17, Legal Expenses Insurance. Article 5, point 17, of the LSI defines this class as insurance covering the costs of legal assistance and court proceedings, without excluding any area of law; the costs of divorce proceedings identified in Section 2.5 (court fees, lawyers' fees and the costs of expert witnesses) therefore fall within its statutory scope. The coverage thus extends to the costs of divorce proceedings but not to the property and maintenance consequences of divorce discussed in Sections 2.3 and 2.4.

As argued in Section 3.1, divorce does not depend on the exclusive will of the policyholder within the meaning of Article 954, paragraph 1, of the LO, although the influence of the will of the insured person on the occurrence of the event justifies the use of waiting periods and exclusions.

However, it is important to emphasise that insurance companies show very limited interest in Class 17 and in the potential products that could be offered under this category. In terms of gross written premiums, this class represents a virtually negligible segment of the insurance market, with MKD 3,000 in 2024 and MKD 1,000 in 2025, the latter recorded by a single insurer (Tables 2 and 3).

Class 20 – Marriage or Birth Insurance does not offer an alternative: its gross written premium was zero in both years analysed (Table 2), and at the time of writing, none of the life insurance companies offered products in this class (see Section 4.3).

With respect to the second research question—whether legal obstacles prevent the coverage of divorce-related expenses under legal expenses insurance in North Macedonia

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or whether their exclusion is primarily the result of insurers' contractual terms and business policies—it can reasonably be concluded that there is no general statutory prohibition preventing the coverage of divorce-related expenses under legal expenses insurance in North Macedonia.

Rather, the terms and conditions of Osiguritelna Polisa and Euroins Osiguruvanje expressly exclude divorce, the annulment of marriage and related matters from cover (Article 27, paragraph 3, of the Euroins terms and conditions; Article 27, point 3, of the Osiguritelna Polisa terms and conditions), which shows that the exclusion of divorce-related expenses falls within the contractual discretion of insurance companies, which determine the risks included in and excluded from the scope of coverage. Each insurance company establishes its own internal policies, sales strategies, and target markets for particular insurance products. A further reason for the exclusion may be the co-insurance of the spouse living in the same household (see Section 4.2).

Since no such cover is known to exist on the North Macedonian market, the following recommendations concern a hypothetical future product. For insurance companies licensed to operate in this class, developing a legal expenses insurance product covering costs associated with divorce proceedings could broaden the range of voluntary insurance products available on the market.

For example, if a company already provides coverage for some family law issues but not divorce, it is recommended that the terms and conditions be updated to include expenses related to the dissolution of marriage.

Appropriate exclusions should be retained for divorce proceedings already pending when the contract is concluded; in such cases, cover may also be excluded by law under Article 954, paragraph 2, of the LO (see Section 3.1). Exclusions could also cover cases in which the marital community had in fact ceased before the contract was concluded (cf. Article 41 of the LF) and should be combined with a waiting period, such as the six-month period already applied by the insurers analysed, or a longer one, comparable to the waiting periods of three to four years reported for divorce insurance products abroad (Jovanović, 2017, p. 132).

In designing such cover, insurers would also have to address the practical and regulatory challenges identified in Section 4.4: adverse selection and the influence of the insured person's will on the occurrence of divorce, the precise definition and timing of the insured event, the co-insurance of the spouse and the resulting conflict of interest, the lack of domestic actuarial data, and the minimal demand for legal expenses insurance. An optional extension of existing family law legal protection cover, limited to the policyholder and subject to sub-limits, may therefore be a more realistic first step than a stand-alone divorce insurance product.

Given the sensitive nature of the consequences that divorce may entail, insurance terms and conditions should be drafted in clear and transparent language.

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The conclusions of this paper are limited to the statutory framework and to the published terms and conditions of the insurers analysed; no published court decisions concerning the coverage of divorce-related costs under legal expenses insurance were identified. Nor does the paper examine the insurance of the broader economic consequences of divorce identified in Section 3.1, such as loss of income, which could fall under Class 16 – Miscellaneous Financial Loss Insurance. Future research could address these consequences and the actuarial design of such cover, including premium levels, sums insured and the length of waiting periods.

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