EXCLUSION FROM THE SCOPE OF THIRD-PARTY USERS OF VEHICLES OWNED BY THE SAME LEASING COMPANY ON THE BASIS OF AUTO LIABILITY INSURANCE

Summary: *Compulsory traffic insurance has a special significance in the insurance system, and given the number of motor vehicles in modern society, auto liability insurance has a great scope of representation. The owners of the vehicle have the obligation to take out a car liability insurance policy and legal entities, including leasing companies, can be found in the role of owners. In this type of insurance the determination of third parties who have the right to compensation on the basis of the insurance, or the normative regulation of exclusion from the scope of third parties, is particularly important. In Bosnia and Herzegovina, owners, co-owners and users of the vehicle that caused the damage are excluded from the scope of third parties, which is in line with the purpose of auto liability insurance. However, leasing companies appear on the insurance market as the owners of a large number of vehicles that are in long-term possession and used by lessors. By defining the problem of „AO leasing-leasing" through normative and statistical analysis and practical examples, the authors point out the unjustification of exclusion from the third-party users of vehicles owned by the same leasing company based on the contract on compulsory auto liability insurance. The authors justify with clear arguments their opinion and suggestion, based on the normative solutions of other countries, from which it follows that such an exclusion is not aligned with the aim and purpose of mandatory auto liability insurance. Therefore, the authors conclude by proposing specific amendments to the relevant legislation in Bosnia and Herzegovina, which are considered necessary and justified.*

Key words: *compulsory traffic insurance, auto liability insurance, third party, exclusion, lessee and lessor, vehicle owner and user*