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***Slobodan N. Ilijić, MA*[1]**

BOOK REVIEW

HARMONISATION OF THE SERBIAN BUSINESS LAW WITH THE EU LAW (2014) HARMONISATION OF THE SERBIAN BUSINESS LAW WITH THE EU LAW (2015)

Editor: **Professor Vuk Radović, PhD**
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For several years now, the Faculty of Law of the University of Belgrade has been publishing the collections of essays and articles written by its lecturers. These collections are published regularly, each year, under the general title *Harmonisation of Serbian Business Law with the EU Law,* and are edited by the Professor Vuk Radović, PhD. This review includes the collection for the years 2014 and 2015, respectively. The collections show the studies, essays and articles which either directly relate to the harmonisation of the Serbian Insurance Law with the EU Law or are closely related to some of the insurance business classes present in the Serbian market.

[1] Autor is a Member of the Presidency of the Association of Jurists of Serbia
e-mail: slobodanilijic@yahoo.com
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I. From 2014 Collection of Studies, Essays and Articles

1. The first essay of 2014 Collection, entitled **Foreign Investments in Serbian Economy and Responsibility of the State,** was written by the **Professor Mirko Vasiljević, PhD.** The introductory section points out the pressing need for foreign investments in Serbian economy and additionally provides a rather broad definition of the term "foreign investment", which is drawn from legal sources and represents a particular controversy. In the second section, the controversy outlined in the introductory section is further concretized. Namely, the topic of the second section is the term "foreign investment" as a possible basis for the responsibility of the state, with an underlying question: do foreign investments represent a commercial or investment dispute? After analysing the term "foreign investment" in the regulation of SFRY, FRY and RS, and then the fragments of its definitions found in international bilateral agreements (where a party to the agreement was a former state or the Republic of Serbia), an important conclusion was drawn – a generally binding definition of the term "foreign investment" does not exist. To illustrate this conclusion, quoted are the definitions of that term in the effective multilateral conventions and views of respective international organisations. In the third section and to the end of the essay, the author was more inclined to believe that it is the investment dispute, and not a commercial dispute that arises from foreign investments. This answer to the question posed in the second section defines the broadness of the term "foreign investment" in the third sub-section, as well as the term "foreign investors", namely, the entities who can find themselves in such a role. In the fourth section, the role of the state is considered in the context of the contractual relationship in foreign investments where the state has entered into such contractual relationship either as a private partner or as a contracting party under the imperium of a particular territory. The fifth section of the essay lays out the areas of absolute responsibility of the state toward a foreign investor as well as the tendency to broaden this area. It highlights the standards for the protection of foreign investments that fall under the authority of the state and the conditions under which the state can be discharged from responsibility for a foreign investment. The sixth section illustrates procedural and legal difficulties that have occurred and are occurring in disputes arising from foreign investments and explains in more detail the relationship between the court and arbitration procedure, impossibility to raise res judicata objection, formal notice that legal action is pending, etc. Final section is entitled– how to reach a „right" definition of foreign investment and „right" extent of the possible responsibility of the state (it should be noted that in providing answers to this question, the reference was made to the constitutional principle according to which foreign and domestic investments are equal). In elaborating the thought of constitutional

equality of foreign and domestic investments, it was stressed that the definition of the term "foreign investment" in particular bilateral investment treaties could prejudice constitutional and legal equality. However, these particular definitions and international bilateral treaties stipulating such definitions are not mentioned. There is a phenomenon that is further stressed, in an empirical manner, that there are also domestic entities-investors who establish a company abroad and then, invest in their state as "foreign investors" and in this way obtain the protection of their state for the matters that the state is not and would not have been responsible. For insurance industry and numerous insurers whose share capital originates from abroad, there is a legal analysis and synthesis which one may find interesting because this complex factual and legal issues are clearly presented and empirically supported.

2. In her more extensive article, **Senior Lecturer Tatjana Jevremović Petrović, PhD** has shown the main solutions laid out in the Proposal for the EU Directive on single-member companies. The title of article is: **European Single-Member Company – Form for Easier Operation of the Group of Companies.** It is a fact that so far, for a longer period of time, Serbian laws governing legal status and organisation in insurance industry have not allowed an insurance undertaking to be established as a single-member company. It remains to be seen whether this situation will continue if and when the proposed EU Directive comes into force.

3. The 2011 Law on Companies did not regulate contractual relationships which persons (legal and natural) enter or are entering into before the registration of a company (pre-incorporated company). **Legal Analysis of Contracts for a Future Company in the Absence of Particular Company Rules** was made by the **Senior Lecturer Mirjana Radović, PhD.** This essay is part of a more extensive research of the same author published in the journal *Law and Economy* no. 4-6/2014, pp.148-175 of the Business Lawyers Association of Serbia, under the title *Concept of Contracts for a Future Company*. The topic is interesting for insurance business from numerous perspectives.

4. The study of the **Senior Lecturer Nataša Petrović Tomić, PhD** relates to the Draft Insurance Law of June 2014. The title of the study is **One More Draft Law on Insurance (Key Weak Points of the Proposed Insurance Regulatory Framework).** The study is comprised of nine chapters. Unlike the rest of the sections, the first, seventh, and eighth chapter do not contain sections and sub-sections. The eighth and ninth chapter outline final evaluations, key comments and comprehensive suggestions.

4.1. In the **first chapter of the study,** the concept of the Draft Law is subject to critical analysis. After concluding that the text of the Draft Law is vital in the procedure of alignment of domestic insurance law with the EU acquis, Directives that make European legal acquis in the field of insurance are provided in the footnote. Within the analysis of the Draft Law concept, it was pointed out

that the subject of the law in the field of insurance should contain the provisions on the foundation and operation of insurance undertakings and the performance of supervision, whereas the contractual matters in the field of insurance should be the subject of a separate law that would either govern insurance contracts or be the subject of the Civil Code.

4.2. The structure of the **second chapter of the Study** contains seven sections. A prevailing standpoint in the first section is that this law, regulating legal status, is sufficient to regulate the entire field of insurance. It is concluded that the Draft Law lacks the provisions on entities performing business activities which are directly connected to insurance and the provisions on the insurance companies writing coinsurance. It is stated that for the former, it is no justified to exclude them from the Draft Law**.** In relation to the provisions of the Draft Law on insurance companies writing coinsurance business, it was pointed out that insurance companies may be coinsured only up to the amount of maximum retention and in the event that they assume the risk exceeding maximum retention, that portion of the risk must be ceded to reinsurance, that is, that portion of the risk cannot be coinsured. The Provisions of the Draft Law stipulating that the portion of the risk above retention cannot be coinsured were criticized because they prevent a cost-effective operation of insurance business and do not encourage the development of insurance in the underdeveloped Serbian economy. Thus, it is concluded that these provisions should be removed from the text of the Law. The second section is dedicated to major risks which should be incorporated in the Draft Law, and these risks are described in detail with reference to the regulations of the EU insurance law. The same section contains recommendation to regulate the difference between consumer and commercial insurance lines. The third section considers the provisions of the Draft Law on the insurance classes. The provisions of the Draft Law have received positive evaluation regarding new types of life insurance which were not mentioned in the previous law regulating the field of insurance. The fourth section places the focus on the provisions on insurance supervision. It is particularly stressed that the Draft Law precludes the Administrative Court to decide in full jurisdiction on the final decision of the National Bank of Serbia. It is assessed that such exception is legally possible according to the 2009 Law on Administrative Disputes. The fifth section analyses the protection of the rights of insureds, policyholders, insurance beneficiaries and third party claimants. When it comes to the aforementioned protection, the authors of the Draft Law are reproached for not focusing on the position of consumers. The fact that third parties are included in the provisions of the Draft Law is seen as positive. Further criticism is directed to the solution of the former law regulating the field of insurance according to which the National Bank of Serbia still has the authority to mediate in the settlement of claims between the Insured and the Insurer. It was proposed that

in the disputes between the Insured and the Insurer, the legislator should assign the role of a mediator to the Association of Serbian Insurers. Critical tone of the text in the sixth section is directed toward public registries kept by the National Bank of Serbia for all insurance entities. It is stated that by establishing these registries, the Business Entities Register, stipulated by a special law, will be replaced and that under the provisions of the Draft Law, the number of by-laws issued by the National Bank of Serbia will increase and facilitate the possibility for the National Bank of Serbia to encroach upon the jurisdiction of the Assembly of the Republic of Serbia. The seventh section relates to the business principles, as a general term in insurance business. It is explained that this term implies the obligations of all entities in insurance industry to comply with laws, insurance professional rules, fair business practices, and business ethics.

4.3. The summary of the **third chapter of the Study** relates to the subject of business activities of an individual entity in the insurance industry. This chapter gives most space to the comment about the provisions of the Draft Law on separation of life and non-life insurance business. The provisions of the Draft Law are further criticised for allowing an insurance undertaking to, in addition to the activities for which it is licenced, perform the activities of insurance mediation, insurance representation and the activities directly connected with insurance business. As opposed to this previous criticism, the provisions of the Draft Law requiring the evidence that the proposed members of insurance company management have a good business reputation and adequate qualifications, knowledge and experience, were praised.

4.4. The **fourth chapter of the Study** analyses the provisions of the Draft Law on informing the policyholder before the conclusion of insurance contract and during the term of the contractual relationship. With regard to this, the Study makes the following comparisons: that the Law of Contracts and Torts stipulates the obligation that the insurer shall be informed by the policyholder, whereas the provisions of the Draft Law stipulate the obligation that the policyholder shall be informed by the insurer. Additionally, the 2014 Law on Consumer Protection contains special provisions on information. From these comparisons the conclusion is drawn that the said solution complicates the situation in connection with providing information to the insurance contracting parties. Thus, it is proposed that the obligation to provide information is regulated at one place, preferably in the future Civil Code. In addition, the Study advocates that the future law regulating insurance should incorporate the provisions of Directive 2005/29 on Unfair Commercial Practices.

4.5. The provisions of insurance mediation and representation are the subject of detailed analysis of the Draft Law in the **fifth chapter of the Study**. Six sub-sections consider the provisions of insurance mediation and five sub-sections

consider the provisions on insurance representation. The fifth chapter is the most extensive part of the Study. The beginning of the fifth chapter is dominated by the view that the provisions of the Draft Law on insurance mediation and representation have numerous deficiencies. In the sections on insurance mediation, a characteristic view is that the intermediaries should be given the main role in the distribution of insurance products, in accordance with the Insurance Distribution Directive. Another characteristic standpoint in this part of the Study is that the Draft Law was the attempt to regulate, at one place, the matters of legal status and the matters of property, whereas there should me one law to regulate only insurance mediation and representation and another law i.e. Civil Code should govern civil and legal matters of insurance mediation and representation. The provisions of the Draft Law were subject to criticism because the legislator was restrictive in relation to the form of the insurance entities engaged in insurance distribution. Thus, the Study concludes that Serbian insurance law still suffers from incompleteness regarding the form of the entities for distribution of insurance products. In connection with defining insurance mediation activities, the attention of domestic legislator is drawn to the fact that it would be preferable to separate the activities of insurance mediation from the activities of insurance representation. As regards legal form of the company for insurance mediation, the differences were highlighted between the provisions of the Draft Law and 2002 Directive on Insurance Mediation. Many-sided considerations are provided regarding the training of insurance intermediaries and the comparisons were made between the provisions of the Draft Law and the solutions provided in the EU insurance law. Within the section on insurance mediation, the sixth sub-section criticizes the provisions on the Draft Law on contractual relationship between intermediaries, policyholders and insurers and the provisions on the contractual relationship between the reinsureds, reinsurance intermediaries and reinsurers. The section on insurance representation, as well as the previous section on insurance mediation contains comments to the provisions of the Draft Law. In answering the question posed in the first section about who can carry on insurance representation activities, the Study states that the Draft Law does not regulate independent and subsidiary insurance representatives, but nevertheless regulates the rights of banks and postal operators to carry on insurance representation, which is underlined as contradictory. The second sub-section on representation points out the issue of defining the representation activities. It is concluded that the Law of Contract and Torts already provides an adequate definition of the representation activities and thus, the question is raised as to whether it is necessary to define insurance representation activities in the Draft Law. In connection with the provisions of the Draft Law on the protection of insureds from insolvency of insurance representatives, which is covered in a separate sub-section, it was stressed that there are particular controversies between

those provisions and the remaining provisions on insurance mediation and representation. In one sub-section, special attention is paid to the supplementary insurance representation activities and such provisions were positively evaluated. Mostly positive evaluation was also given to the provisions of the Draft Law on the obligation of the mediation companies, representation companies, and insurance agents to inform the client.

4.6. The comparison of the provisions of the Draft Law on keeping confidential information with the corresponding solutions provided in the EU insurance law, particularly with the solutions provided in the Regulation 267/2010, was the subject of the **sixth chapter of the Study**.

4.7. In its **seventh chapter,** the Study paid particular attention to the provisions of the Draft Law on insurance supervision**.** This chapter stressed the authority of the National Bank of Serbia to perform supervision not only over all entities in insurance business, but also over the legal entities related in property, management or otherwise to the insurance entities over which the supervision is or has been performed. The Study explains that due to the low level of citizens' education in the area of insurance, the publication of the supervision results could harm the entire insurance sector. Finally, this chapter of the Study considers the provisions of the Draft Law regulating the revocation of the operating license from an insurance company.

4.8. The title of the **eighth chapter of the Study is** *Key Weak Points of the Proposed Solution*. Under this title, six comments to the provisions of the Draft Law are laid out in six points. As the first weak point, the Study mentions the title of the future law regulating the field of insurance. It was proposed that the name of the future law is the Law on Insurance Supervision instead of the former title – the Insurance Law. As the second weak point, the Study describes a potentially large number of authorisations bestowed upon the National Bank of Serbia, which allow it to issue by-laws. The footnote cites 13 authorisations given to the National Bank of Serbia to issue by-laws and a comment, which is phrased as a question, if such authorisations envisage all relevant solutions of the European acquis in the field of insurance. The third weak point was presented in the statement that the Draft Law „is abundant in unfinished and vague proposals and solutions". This conclusion is connected with the fact that the solution provided in 2002 Directive on Insurance Mediation is applied in the provisions of the Draft Law. The fourth weak point includes the observation that the provisions of the Draft Law also contain the statutory rights under the insurance law and contractual rights under the insurance law and thus, it is proposed that the provisions on the contractual rights under the insurance law are removed from the Draft Law. As the fifth weak point the Study mentions the fact that the Draft Law lacks the provisions on the right to establish the association of companies for mediation and representation

in insurance. According to the opinion expressed in the Study, if such association had been previously established it would have to be included in the development of the third Draft Law, taking into account the knowledge it possesses in this part of the EU law. And eventually, as the sixth weak point of the Draft Law, the study mentions the lack of provisions contained in the list of insurance-specific unfair commercial practices (from EU Directive).

4.9. **The ninth chapter of the Study** completes the opinion of the author on the provisions of the Draft Law, with the reservations that this Study does not consider the provisions of the Draft Law on managing insurance companies and on actuarial profession. This chapter places the focus on the future work on the Draft Law and, to that extent, proposes the following: (1) to omit the provisions on insurance contractual rights; (2) to supplement the provisions on insurance mediation and representation; (3) to eliminate the provisions which may prejudice the insurance market such as, for example, publishing of information that an insurance company does not meet the obligations or does not comply with the law; (4) to reduce the number of authorisations of the National Bank of Serbia to issue by-laws. Finally, the need is stressed to organise a large number of public debates and round tables discussing the provisions of the Draft Law, because the speed with which the legal text is developed does not add to the credibility of the working group of the National Bank of Serbia.

5. Motor vehicle insurance is among the most important and most represented activities in the Serbian insurance industry. Motor vehicle insurance is closely connected to the content of the article of the co-authors, a **Professor Gordana Ilić-Popov, PhD** and an Assistant Professor **Svetislav V. Kostić, M.A.** on the topic **Supply of Passenger Vehicles in the Tax System of the Republic of Serbia.** The co-authors base their article on the information of the number of motor vehicles, which have been collected by the Statistical Office of the Republic of Serbia in the past couple of years. These data are presented according to the different criteria, after which the term of a new and of a used car (the second section) was defined and explained based on the laws and by-laws regulating the field of road safety. The subsequent sections in the Article firstly cover the supply of new passenger vehicles against consideration (the third section), then the supply of used passenger vehicles against consideration (the fourth section) and finally, the supply of passenger vehicles free of charge (the fifth section). The sixth section of the Article is the most extensive and covers particular cases occurring in the supply of passenger vehicles. This section includes the exchange of passenger vehicles (the first section), replacement of a passenger vehicle within the warranty period (the second sub-section), supply of the used vehicle insured in the event of theft (the third sub-section), transfer of a passenger vehicle as part of the company's property after status changes (the fourth sub-section), sales of a passenger vehicle

during the procedure of tax control (the fifth sub-section), and the supply of a new vehicle won in the games of chance (the sixth sub-section). In the conclusion (the seventh section) it is pointed out that each form of supply entails taxation and legal consequences in the form of a value added tax, tax on transfer of absolute rights, or gift tax. Regarding these consequences, the co-authors remind that it is possible to transfer passenger vehicles free of charge, through trading in an old used car for a new one, gifts, winning in a game of chance, etc. Additionally, as the co-authors point out, it is important for the parties to be able to identify not only the type of supply but also the time of supply of a passenger vehicle, etc.

6. For the practical work in insurance in inland waters and maritime insurance, the knowledge and experience laid out in the Study of the **Professor Nebojša Jovanović, PhD** may be of considerable importance. The Study is entitled **Towage Agreement.** In 23 sections the author sheds light on numerous aspects of this Agreement. The Study draws on the statement that the towing activities represent a separate business activity in water traffic performed in specialized vessels (tug boats, dredging boats) by specially trained persons. Subsequent sections analyse the reasons for special legal regulation on this agreement (the second section), its legal sources (the third section), definition of towing (the fourth section), the need for towing (the fifth section), the history of towing activities (the sixth section), definition of towage agreement (the seventh section), parties to the towage agreement (the eight section), vessel in towing (the ninth section), the origin of the term defining towing activities (the tenth section), and important components of the towage agreement (the eleventh section with the set of sub-sections). The form and conclusion of the towage agreement are discussed in the twelfth section. Questions in connection with the towing management are covered in the thirteenth section. The features of bilaterally binding agreement on towing, as well as the features of this agreement as a non-formal legal transaction are presented in the fourth section. Classification i.e. the division of towing activities is considered in the fifteenth section, whereas the sixteenth section analyses the relationship of the towing contract with related legal institutes. The obligations of the tower are explained in the seventeenth chapter (and numerous sub-sections), whereas the rights of the towers are laid out in the seventeenth section and several sub-sections. The rights of free-of-charge tower were the subject of consideration in a separate, twentieth section, whereas the obligations of the tower and the barge owner were analysed in detail in the twentieth section (through several sub-sections). On a complex and, at the same time, disputable legal nature of the towage agreement the author places adequate focus in the twenty first section, whereas the institute of expired debts is covered in the twenty second section. The subsequent, twenty third section discusses the conflict of the law in the towage agreement. It is pointed out in the conclusion that the deficiency of the Law on

maritime and inland navigation lies in the fact that the towage agreement is not comprehensively regulated and thus, numerous important legal matters remain unaddressed and represent a legal gap. After analysing this Study and comparing it with the knowledge acquired so far, the staff working in insurance of inland waters and maritime insurance can learn something new and more easily identify the existence of the occurrence of the insured event.

7. In Serbian tourist economy, the forms of compulsory liability insurance have been legally introduced for good many years now. It is considered that the regulations on the forms of such compulsory insurance in Serbia were harmonised with the solutions of Package Travel Directive. However, In the EU, there is an ongoing public debate about the new Proposal for the Directive on Package Travels and Linked Travel Arrangements. Thus, becoming familiar with the study entitled **Proposal for New Directive on Travel Packages and Linked Travel Arrangements** will be useful for the insurers dealing with compulsory and/or voluntary liability insurance of tour operators and travel agents i.e. for the intermediaries in the organization of travels**.** This shorter study was written by the **Professor Vuk Radović, PhD.** This Study is also interesting for the legislator in tourism industry.

8. In the last couple of years, through the set of special laws in Serbia, forms of compulsory liability insurance specializing in particular aspects of trade in real estate have been introduced. Allow me to remind you that within the group of such laws there are: the Law on Notary Public Office of 2011 (with subsequent amendments and supplements) and in connection with such law, the Law on Real Estate Trade of 2014, then the Law on Intermediation in Real Estate Transactions of 2013 and finally, the Law on Housing and Maintenance of Residential Buildings of 2016. Regarding some of the mentioned laws, the article of the **Senior Lecturer Nenad Tešić, PhD,** who has analysed the topic entitled **About the Importance of the Form for the Trade in Real Estate**, useful recommendations can be drawn from the perspective of insurance.

II. From 2015 Collection of Studies, Essays and Articles

1. The Article of the **Professor Mirko Vasiljević, PhD** entitled **Legal Personality of the Group of Companies („group interest" – reality and/or fiction)** analyses an issue which is quite topical in the economy and particularly complex in the Serbian insurance industry. Namely, in the Serbian insurance market, more than a half of insurers were founded by foreign capital with the parent company mainly seated abroad. The article does not mention the legal personality of the group of insurance companies in Serbia and the forms of group of companies

outside Serbia within which particular insurers in Serbia are connected to the parent companies abroad. In the first section of the article, the reader is met with the general legal definition of the group of companies. It is pointed out, among others, that the groups of companies are organised as concerns, holdings, cross-holdings, etc. inclusive of multinational companies. The second section considers the definition and manner of setting up, control, and existence of the group of companies (it has several sub-sections). The control exercised by a controlling company includes the following: (1) through the share in equity or the number of votes in a controlled company; (2) through the appointment of the majority management members in the controlled company; (3) through entering into a special agreement between a controlling company and a controlled company in terms of the control and management. The third section lays out economic, legal, and empirical modalities within which the relationship between the controlling and the controlled company has ranged in the corporate practice. This was legally qualified in the title of the section as the institutionalisation of the legal personality of the group of companies. The article analyses a wide range of relationships between the controlled and the controlling company, starting from the legal fact that the law does not recognize that the group of companies has the characteristics of an enterprise. Instead, the controlling and the controlled company have separate features of legal entities. Institutionalisation of the legal personality of the group of companies was analysed in this section through the accounting regulations and the accounting law, then through fiscal, exchange, and tax law, through the prism of contractual relationship between the controlling and the controlled company and, finally, through the bankruptcy and labour law. The fourth section explains in more detail economic and legal role of these companies, taking into account the fact that all of them have kept the characteristics of a legal entity, whereas the group of companies have to consider the group interest. Final part of the article, i.e. the fifth section, sheds light on the legal personality of the group of companies as a legal term, and on the interest of the group of companies as an economic term. It was concluded that between the legal and economic concept of legal personality of the group of companies there is a mutual cooperation and, at the same time, a degree of competition. In the article, this relationship is graphically presented as the relationship between reality and fiction. To the persons outside the circle of insurance management, the terms used in this article may seem abstract, but to the insurance managers i.e. insurance management members, they may be quite clear and understandable since it is certain that in the analysis of this topic, they are the target group.

2. **Institutional Investors as Active and Responsible Shareholders – Reality, Obligation or Utopia** is the title of the essay written by the **Professor Vuk Radović, PhD.** The title of this essay could be attractive for an economically educated

reader and may lead him/her to think that this essay contains the considerations of an economist because in Serbia, the term "institutional investor" is normally used in economic readings and literature focused on the investment of insurance assets. In addition, the economists stress that insurers are institutional investors by their definition, because they invest the funds generated from premiums into liquid securities and transactions with fast capital turnover. However, in this essay, the definition of an institutional investor has a legal meaning and is analysed legally. The study identifies a phenomenon that the investments of institutional investors have seen the downward trend in the circumstances of current global financial crisis. For that reason, in the EU, there is an ongoing discussion and regulations are prepared with the aim to encourage individual investors to invest in economy. This essay lays out the views expressed in the EU debate and the content of the announced regulations prepared for investments of individual investors which Serbian Insurers may find interesting for their future operations.

3. More often than not, it can be read in the insurance chronicles that in Serbia, one insurer has taken over the other. The technology of such takeover in the comparative law, and particularly in the EU law and Serbian law regulating the contracting of status changes, together with the phases of such changes, and their status elements, are analysed in the study of a **Professor Tatjana Jevremović Petrović, PhD** entitled **Contract on Status Change – Moment of Conclusion, Control and Other Related Problems.** The insurers concluding professional indemnity contracts and professional liability contracts may find this Study interesting because the contracting of the status change represents a changed circumstance in relation to the previously concluded insurance contract. Further, this Study is also interesting for the entire insurance industry because it indicates some of the problems in relation to the contract on status changes and the ambiguities and complexities of such changes in the Serbian law.

4. Using in his article the vocabulary of a football reporter, **a Senior Lecturer, Nenad Tešić, PhD,** shows numerous changes in the competences of two important legal professions – lawyers and notaries public. Both of these legal professions are interesting for insurance business if had in mind that for both of them, the legislator envisages the introduction of compulsory professional liability insurance. Despite the fact that this article does not mention compulsory professional liability insurance, it is nevertheless interesting for insurance industry. Namely, underlining the arguments that both legal professions have presented before the Constitutional Court of RS, the article uncovers realistic financial positions of lawyers and notaries, which can help individual insurers to reconsider the risks entailing both of these professions and to re-evaluate the amount of the agreed premium. The title of the article is **Constitutional and Legal Match Lawyers vs. Notaries Public Ends in the Official Result 3:0 for the Treasury of the Republic of Serbia**.

5. **A doctoral student of the Faculty of Law of the University of Belgrade, Maša Mišković,** is represented in this Collection with the article covering the topic of the **Liability of Tour Operators.** The focus is on the interpretation of the contracts on travel organisation, and particularly on the matters of tour operators' liability, as the legally most disputable part of such contract. The liability of tour operators is considered through different legal sources. One of the liability components includes the inability of a tour operator to pay, and this is most extensively discussed in the last section of the article. There, it was pointed out that the tour operator is obliged to take out either insurance policy or bank guarantee in the event of inability to pay. In addition, the liability of tour operators was analysed from the perspective of several legal grounds, as follows: (1) on the grounds of 1978 Law of Contracts and Torts (with all subsequent amendments and supplements); (2) on the grounds of Package Travel Directive of 1990; (3) on the grounds of the 2010 Law on Consumer Protection and the same law of 2014; (4) on the grounds of the Proposal for a new Directive on Package Travel of 2014; (5) on the grounds of the Draft Civil Code of the Republic of Serbia of 2015. After concluding that the compensation for non-material damage has been an open legal issue until the passing of the Law on Consumer Protection, in her conclusion she advocates that the Law on Consumer Protection defines the forms of non-material damage for which the courts could award compensation. In this way, the courts would be able to award such compensation for forms other than those exclusively stipulated in the Law of Contracts and Torts.

6. The Collections of Studies, Essays and Articles entitled *Harmonisation of the Serbian Business Law with the EU Law* have become well established in the publicist writing of Serbia and beyond. In mountaineering, each conquered summit naturally leads the conqueror to search for other, even higher and better known mountain peaks. The collections of studies, essays and articles under the above title and edited by the same editor have conquered many summits in the science of business law. In this conquest, the studies, essays and articles have mostly included the harmonisation of the Serbian business law with the EU acquis through the harmonisation with the regulations of the EU business law. However, the EU acquis is not only comprised of the EU business law regulations, but also of the case law such as that of the European Court of Justice of Luxembourg and the like. Therefore, one should not preclude the possibility that the future issues of this Collection will place more focus on the harmonisation of Serbian business law with the case law as part of the EU acquis.

Translated by: ***Zorica Simović***