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DUTY TO PROVIDE PRECONTRACTUAL INFORMATION OF CROP INSURANCE

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Summary

Crop insurance is one of the most important types of agricultural insurance. From the aspect of insurance technique, this insurance is very challenging and requires careful drafting of insurance terms and tariffs. This type of insurance can provide security to farmers in case of financial losses caused by numerous risks which they are exposed to. Insufficient knowledge of the opportunities that the insurance provides is caused in part by inaccurate and vague explanations that have been offered by insurers in negotiation stage to interested farmers. In this regard, an important novelty in Serbian law is the obligation of contractual information which was introduced by the new Insurance Law (IL). In this way, additional protection to users of the service of insurance in relation to the provisions of the obligation law is provided. The goal of this obligation is to allow a negotiator to gain a clear idea of the essential elements of the insurance contract, to consider the proposed coverage and make a reasonable decision whether to accept the conclusion of the insurance contract or not, i.e. under what conditions it should be concluded. Sanctions for failure in the obligation to inform act preventively and repressively on insurers.

The aim of this study is analyse the legal and factual position of the service beneficiaries in terms of obligation of economically and experientially superior contractor of lawful and full information of a policyholder prior to the conclusion of an insurance contract in a very specific branch of insurance, such as crop insurance. The application of inductive-deductive and comparative-legal research method, points to certain doctrinal and normative solutions from other legal systems, legal provisions applicable in the law of the Republic of Serbia are critically set out, as well as the daily practice of insurance companies.

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Introduction

Agriculture can be a source of growth of the national economy, as an area suitable for investment as it is a source of income for half of humanity (Mahul, Stutley, 2010). Agriculture is, on the other hand, the industry exposed to numerous risks. The negative aspects of the market, climate changes, as well as more frequent extreme events, such as sudden changes in temperature, droughts and floods, lead to tragic consequences, destruction of crops and livestock. In developed countries, citizens and businesses have the economic strength that allows them to transfer their risks to insurers. In these countries, the damages resulting from the catastrophes are predominantly covered by insurance. In this way, the negative impact of these events on the state budget is reduced.[4] On the other hand, there is a great difference between the occurred damages and those covered by insurance in the developing countries, which leads to the impoverishment of farmers. Agriculture insurance can have a significant impact on the agricultural productivity of a country and on the improvement of the possibilities for farmers to invest in research and innovations. In some countries, various measures are taken with the support of governments and donors with the aim of developing this type of insurance. The obligation of agricultural insurance is not introduced in the USA, but farmers are encouraged to insure the production by getting help from the state funds intended for catastrophic damages only if they are insured (Sandmark, Tatin-Jaleran, 2013).[5] The importance of the development of agricultural insurance is recognised, inter alia, by the World Bank. An international study of different methods of intervention and support for the development of agricultural insurance by a state is conducted. The World Bank has been engaged in promoting the agricultural insurance in the developing countries through the Agricultural Insurance Development Program and strategy for the period 2013-2015 (Mahut et al., 2013). Agricultural insurance is very challenging for insurance activities, both from the aspect of insurance technique and the organisational and financial aspect (Dick, Wang, 2010). The most important segment of this insurance is certainly crop insurance.

In the Republic of Serbia, agriculture mainly participates in the gross domestic product of the country with about 10% (National Bureau of Statistics, 2013), and in the total

4 In 2014, the storm and hail in the USA caused damages amounting to $ 3.2 billion, of which $ 2.6 billion was covered by insurance. In Japan, half the damages resulting from the February snowstorm were covered. According to: Natural disasters claimed 41 billion dollars, Tanjug, 01/09/2014.

5 The biggest support from a state in agriculture insurance premium was provided to farmers in the USA and Canada, where the share is 73% of the total premium. In Asia, this support is 50%, while it is 37% in Europe.

employment population with about 20%. Although the role and the specific importance of agriculture to the national economy is emphasised, and that it should be subsidised, developed, modernised in different ways and invested in it, only about 8% to 11% of arable land is insured (All about insurance, 2012), of which farms account for 3%. It is estimated that only about 20% of total arable land in Vojvodina is insured.[6] The total policy premium of insurance is slowly increasing, since it amounted to RSD 1,603,900,000.00 in 2014, for 19,768 insurance contracts concluded, although it is still only about 3.01% of the total annual premium by all branches of non-life insurance of RSD 53,399,931,000.00, for 4,233,374 policies (National Bank of Serbia /NBS/, 2014). The premium of crop insurance in 2013 amounted to RSD 1,503,919,000.00, for 18,658 insurance contracts concluded (NBS, 2013), while in 2012 the calculated premium amounted to RSD 1,126,363,000.00, for 14,871 crop insurance policies (NBS, 2012). Crop insurance is insufficiently represented in the insurance industry in Serbia. A large number of entities participating in agricultural production has not insured its land enough or has not insured it at all, and therefore yields from the same usually depend on the whims of nature, although the insurance costs amount to only 1.5% to 2% of the average of the value produced (Počuča et al., 2013).

Obligation of precontractual duty to inform a policyholder

The complexity of the insurance service leads to an imbalance in the relations between the parties that is manifested both in the moment of the negotiations for the conclusion of a contract and during its term. The insurers operate under standard conditions that they prepare independently in advance for certain types of insurance. As a professional, an insurer has knowledge and information that are important for the conclusion of contracts, and which were, without a preliminary presentation and clarification to the counterparty, either unavailable or difficult to understand. The market has a wide range of insurance products with the modalities that contribute to competitiveness of insurers and better offer for the potential insured. On the other hand, the aforementioned also hides certain dangers for users of insurance services. Specifically, a person who does not know the profession of insurance may find it difficult to perceive the differences and determine the advantages of certain offers in terms of personal needs and to choose a product that will fully meet his needs.

In order to protect the interest of the policyholders and the insured, especially when they are consumers, special rules establish an obligation of precontractual and contractual duty for an insurer to inform a policyholder. The precontractual obligation of an insurer to inform the consumers is regulated by directives relating to insurance activity in the European Union. The decisions from a number of consumer directives of the European Union have affected the national legislations and some countries have expanded their influence through the general provisions of the civil law. Another

6 In comparison, 4% of arable land is insured in Croatia, 16% in Slovenia, the average in the countries of the European Union is 28%. Positive examples are Hungary with more than 50%, Sweden with 60%, Austria with 78% and Denmark with 85% of total arable land.

reason it was done was to provide additional protection to all the insured, especially those who do not have the necessary knowledge and are insured against the so-called small risks. Obligations of insurers are also included in this respect, which were introduced with directives in relation to consumers, and expanded to persons in some countries who do not have this property.

Unlike decisions in comparative law that limit the obligation of precontractual duty to inform a policyholder only in the case when he has the status of consumer, a Serbian legislator has decided to impose an obligation for an insurer to report to all the policyholders. A German legislator and a Greek legislator have also acted in this manner. The Serbian law has established the minimum content of the information that an insurer is required to make available prior to the conclusion of the contract to a policyholder. The Insurance Law (IL) prescribes the content of such information and the manner of their delivery (Art. 82-84). Given that this is an important novelty in Serbian law of particular importance to all policyholders, i.e. the insured, we will thoroughly explain the content of this obligation during the negotiations for the conclusion of crop insurance contract.

Obligation of precontractual information on the content of insurance conditions

The provisions of the Obligations Act (OA) provide for the obligation of an insurer to inform a policyholder that the general and special conditions of insurance are an integral part of a contract and hand over their text in the event that these conditions are not printed on a policy (Art. 902 par. 3). The policy must state that this obligation is performed (Art. 902 par. 4). This provision has the purpose of removing the later, eventual, disputes.

The contents of insurance conditions define the content of the insurance contract. Under what conditions shall the insurance contract be concluded is determined depending on what the subject of insurance protection is and for what risks the coverage is wanted. However, allowing a reasonable period of time for a counterparty to get familiar with such a „separate“ document, to be able to study it and state whether it wishes to be bound by it or not, can also be considered reasonable. In this sense, a need exists for a policyholder to get familiar with the contents of the insurance contract before the conclusion of the contract, and not at the moment of signing the policy. In order to allow a policyholder to choose a contract that will meet his needs, an obligation of an insurer is established to, before the conclusion of a contract, present the information concerning the contents of insurance conditions under which the contract could be concluded to the other, legally weaker, counterparty.

When informing a policyholder on the contents of the insurance conditions during the conclusion of a crop insurance contract, an insurer is obliged to state all the information on the basic characteristics and all essential information from insurance conditions. This implies clearly clarifying what is covered by insurance, what is considered an insured event and under which conditions insurance of additional risks can be arranged to a policyholder. If additional insurance under special conditions is contracted, an

insurer is also obliged to pay compensation from insurance for damages arising from additional dangers. The following are contracted as additional dangers in all crops – flood, spring frost and storm; in fruits and grapes – salt; in seed corn – autumn frost. Because of the losses that can be of catastrophic proportions, the risk of drought is most often not accepted in insurance. The exceptions are Spain and Turkey, where the state has intervened in subsiding, insuring and reinsuring catastrophic damages (Reinsurance-All about insurance).

Obligation to inform about the risks that are covered by insurance and exclusions

The scope of protection of the interests of the insured and the scope of obligation of the insurers after the occurrence of an insured event depend on the manner in which the insurance coverage is contracted. The scope of insurance coverage and possible ways of contracting insurance coverage is determined by insurance conditions. The insurers determine the insured risks in the insurance conditions in two ways. One is through listing the risks with determining the scope of any danger, the so called listed risks. The second approach means that insurance covers all risks that are not expressly excluded with the application of the principle of „all risks". For a policyholder, it is important to be aware of what risks are covered by a standard insurance package, and what risks will be covered by insurance only if that is particularly contracted with the increase of premium.

Most often, the insurers offer the coverage of certain risks in several ways. Doing so allows policyholders to choose a variant of protection that suits them in substantive and financial terms. For a policyholder to choose an appropriate manner, i.e. to know he has a choice, it is necessary to be familiar with this. In this regard, it is particularly required that a policyholder is informed of the risks covered by insurance and the exclusions related to those risks.

With an insurance contract for an agreed premium a transfer of risk is made from agricultural producer to an insurer regarding the damage it may have, due to specified risks, on his agricultural goods, i.e. takeover of risk of occurrence of property damage in the form of reduced quantity and quality of crop yields. The insurance coverage provides protection from various types of risks that are especially typical for crop insurance: production, pricing, institutional and financial (Keller, 2010). Production risks are mainly related to weather conditions, but they are not provided for a variety of plant diseases. They are quantified through changes in the quantities of what is produced, compared to the average agricultural yields. Price risk is reflected in the rise in the cost of raw materials and prices of finished products as compared to the moment of decision-making on the production of a specific product. Institutional risk stems from the risks that occur in political decisions (agricultural policy), while financial covers an increase in capital prices, foreign exchange and inadequate liquidity (Gvozdić, 2005).

According to the number, nature of risk and the manner of their compensation, the crop insurance systems in the world can be divided into: 1) products of individual

coverage for one type of risk, products of combined coverage for multiple types of risks or for all risks; 2) specialised or universal types of insurance; 3) insurance related to the results on individual farms, certain regions or administrative units (Marković, 2010); 4) insurance against all risks in the event of decrease of yields or in the event of price drops (Shields, 2013); 5) yields insurance and income insurance; 6) indexed insurance (Labudović-Stanković, Todorović, 2011).

The insurance against a single risk is the most widespread, and that is most often hail (Marković, 2009). If the protection is provided against multiple types of dangers specified in the insurance conditions (Topdanmark, Vilkår for Landbrug, 2001), e.g. hail and a limited number of other risks, it is a combined insurance. The most complete form of protection is found in Sweden, where loss in expected average yield of harvest is compensated in a certain amount regardless of the adverse event due to which the yield is decreased (Tomić, 1976). Of course, a prerequisite for such a wide scope of insurance coverage is to insure all land, which is achieved by the introduction of this insurance as mandatory, so insuring a large number of the insured and large areas can provide an insurance coverage at a relatively acceptable level of insurance premium. Insuring income obliges an insurer to reimburse a difference between the yield achieved and the contracted guaranteed amount in the insurance policy to an insured, if a decrease of expected crop income is achieved. In addition, the insurance can be based on different indexes, which are connected with possible damages in agricultural production (temperature, time indexes, indexes of rainfall or droughts) which, if achieved, cause the obligation of an insurer to pay compensation from insurance.

Obligation of precontractual information on other essential elements of a contract

In addition to the type of risk covered by insurance, the contract specifies in detail the other essential elements of insurance. Thus, insurance conditions regulate the rights and obligations of both contracting parties and other significant elements of a contract, such as, e.g. its conclusion, duration, payment of premium, preventing the insured case and saving, jurisdiction in case of a dispute, rights and obligations of contracting parties, the manner of determining the insurance sum, procedures in the process of determination and damage assessment, expertise, determining the fees, franchise (Nykredit, Landbrugsforsikring, 2012).

An essential element of the insurance contract is an insurance premium. An insurer must inform a policyholder about the amount of insurance premium, insurance premium payment method, the amount of contributions, taxes and other costs that are calculated in addition to insurance premium, as well as the total amount of payment, prior to the conclusion of a contract. The insurance premium is the price of insurance. The amount of the premium is determined by an insurer based on risk assessment that he takes into insurance. Thus, in crop insurance against risk of loss of income, base for the calculation of the premium per unit of area of insured crop is the expected revenue per area unit (Generali osiguranje Srbija, Special Conditions, Art. 8 par. 1). A policyholder

determines whether to conclude the proposed contract or not based on his economic abilities and the importance of transfer of risk to an insurer.

From the obligation to inform a policyholder of the period within which an offer obliges him, it is indicated that it is expected that the offer given by an insurer is to be made fixed-term in a way that a date by which a policyholder can make a timely acceptance of the offer is clearly presented. The legislator has highlighted the information relating to data about an insurer as a contracting party as important information, including the information on the business name, legal form, registered office and address of the insurance company with which a contract is concluded. For an insured person, it is important to get familiar with the provisions of the insurance conditions regulating the time of the contract validity and the right to terminate a contract and conditions for termination, i.e. the right to withdraw from the contract.

The obligation to inform also applies to providing information relating to the exercise of rights under the contract and the way to protect the rights of the insured persons. In this sense, an insurer's obligation to provide information on the manner of submission and the time limit prescribed for filing a claim for damages or for exercising the rights on the basis of insurance, as well as the manner to protect the rights and interest of the insured in the insurance company. Insurance company is obliged to provide protection of rights and interest of the insured, policyholders, insurance beneficiaries and third party claimants in accordance with the rules of the profession and good business practice (IL, Art. 15, 139). The legal deadline for resolving a complaint is 15 days from its receipt. A complaint is resolved in the proceedings determined by an insurer by an internal act, respecting the principles of equality, conscientiousness and efficiency. Dissatisfied user of the insurance service can contact the body responsible for monitoring in order to protect his interests. To be aware of this possibility, an insurer is obliged to inform him about the name, office and address of the body responsible for monitoring the operations of an insurance company, as well as the manner of protection of his rights and interests with that body. The competent body for monitoring is NBS, which has organised the manner of protection of users of insurance service in more detail, as well as the manner of mediation in resolving damage claims, filing of complaints of insurance service users and acting on that complaint (Decision, 2015).

Manner of providing information

When providing information, care must be taken that the information provided is accurate and not misleading, and that it is given in a timely manner. The information is provided in order to provide accurate and detailed information on the characteristics of the insurance service, i.e. of a specific product. A potential policyholder should assess the information received and based on them decide whether to conclude the proposed contract or not and under what conditions (Ebers, 2004). The text and content of the notice must be written in a clear and understandable manner and be prepared in Serbian language. Whether the information is understandable or not, it can be viewed from an objective and subjective point of view. An objective understanding of information

means that it is made so that it is not complex and can be understood by a policyholder who does not know the profession of insurance. Abilities of a policyholder to rationally assess the information received relating to the contract of insurance are different and depend on a number of factors. It shall be assessed whether the information is understandable in any specific situation.

Guideline 1 on the availability of data and information to the financial public and the transparency of the insurance market NBS states, all the information an insurance company, i.e. insurance brokers and agents should provide to potential clients when concluding an insurance contract, mandatory contents of the short descriptions of products, as well as the insurance conditions. This guideline was adopted at a time when the law did not precisely define the contents of information for a potential policyholder. The application of the provisions of this guideline can in an adequate and quality manner prepare the information for certain types of insurance (Ivančević, 2011).

The notice should be given so as to provide a real possibility for a policyholder to get to know the contents of the provisions of the insurance conditions. It is envisaged that a notice can be given in writing or on another durable medium that allows a policyholder or an insured person to store data, access this data and reproduce it in unaltered form in the period that meets the purpose of giving. All costs incurred in connection with the fulfilment of the obligation of information shall be borne by the insurance company and it may not obligate a policyholder or an insured person with them. The obligation to inform a policyholder is also executed if the information was received from a representative of an insurer or through other sales channel, as well as from an insurance agent, so he does not need to receive them directly from an insurer. In the event that a policyholder states that the information was not provided during the process of protection of his interests, the burden of proving that this obligation was performed is on an insurer, or other person who was obliged to provide this information.

Sanctions for non-compliance with the obligation of information during the negotiations

According to the general rules, in the course of negotiations, every participant is required to provide all the explanations and clarifications to the other party necessary for deciding whether to conclude a contract and under what conditions should it do so. In legal theory, the prevailing view is that the duty to inform is wider in the case when there is inequality of parties negotiating than when the parties are equal (Orlić, 1993). In this regard, we should also observe the obligation of information of a policyholder prior to the conclusion of a contract by an insurer. In comparative law, the obligation of mutual provision of information of an insurer and a policyholder in the process of the conclusion of an insurance contract is considered a duty (Borselli, 2012).

The provisions of OA do not expressly prescribe the obligation of information for an insurer in the precontractual stage, as the obligation of an insured person to report the circumstances relevant to risk assessment does. However, the general provision

sanctioning omission of the obligation information implies that this obligation also exists for an insurer in terms of informing about the fact that affects the mutual relationship of parties in contractual relationship (OA, Art. 268). That would be a failure to inform about the fact that would, if it was communicated, have an effect on the counterparty's decision not to make a decision it has or the contents of such decision would be different (Đurđević, 2008). The authors of this study believe that this also applies to the obligation of an insurer of information prior to the conclusion of a contract, as well as during its term. Failure to inform by an insurer on specific facts, especially on the risks and their scope, may lead to a conclusion of an insurance contract by a policyholder that is not fully suited to his needs. If certain facts were known to him, he would not have concluded it or would not have concluded it under the same conditions. A sanction for omission of the obligation of information would be a possibility of cancellation of an insurance contract, given that there was a defect of will during its conclusion. A defect of will can be expressed as an essential fallacy or deception. Fraud means that a policyholder was misled, either by provoking deceit or keeping in delusion, by an insurer with the intent to conclude a contract. If a contract is concluded under a fraud, a policyholder is entitled to request damage compensation (OA, Art. 61, 65, 111, 268).

IL provides sanctions for failure of obligation of information. In the course of supervision, NBS is authorised to order an insurance company to eliminate illegalities and irregularities in operations if it finds that a company is acting contrary to the obligation to inform a policyholder or an insured person in connection with an insurance contract (IL, Art. 201 par. 1 item 5). A fine is envisaged as a sanction in the case that the prescribed information is not provided or not provided in a prescribed manner (IL, Art. 260 par. 1 item 30). An insurance company can even be left without a work permit if it gives false information about its operations or information that may mislead users of insurance service (IL, Art. 214 par. 1 item 7).

When an agent or an insurance representative participates in the process of concluding an insurance contract, the legislator stipulates that he is obliged to provide the information that an insurance company must provide and additional information in accordance with the legal obligation of precontractual information of a policyholder (OA, Art. 111). The obligation of information exists and has the same scope and contents both during the amendment of a contract and extension of an already concluded contract. The sanction for omission of this obligation is a fine for an agent or a representative (OA, Art. 261 par. 1 item 19 and 25, in connection with Article 95 and 111). An agent or a representative in insurance acts as a professional, so that he can be liable for damage sustained by a policyholder for his failure to fulfil the duties of information according to the general rule.

Duty to advise

The duty of information may also be, subject to certain conditions, complemented with an obligation to advise. There is a standpoint in comparative law and jurisprudence

that the duty to advise stems from the principle of good faith which the parties must adhere to in contractual relationship (Orlić, 1993). This principle requires that, in connection with the conclusion and the execution of a contract, advice is provided to a counterparty that is consistent with the best knowledge of the one providing advice and appropriate to his business experience. However, the duty of information does not always imply an obligation of interpretation and advising. When the positions of negotiators or contractors are unequal, this obligation is particularly important, so the duty to advise builds on the obligation of information (Orlić, 1993). A court assesses whether advice was provided or complies with these rules in each specific situation.

The duty of information means providing information that describes a product or a service (Ivančević, 2010) which means only a presentation of certain facts. Advising is preceded by an analysis of facts from the information collected and provided by a person who advises, an analysis of needs and assessment of a situation of a person to whom an advice is given. Recommendation or an advice should help the advised person to make a decision that is in his interest. The advice received by a policyholder related to the conclusion of an insurance contract is of particular importance, as he is advised on how to insure and protect against the risks to which he is exposed. An explanation that is provided when advising allows a policyholder to better understand the contents of an insurance contract and certain insurance products.

The Serbian law does not put on the obligation to advise a policyholder by an insurer. In comparative law there are other solutions. In German law, the obligation of an insurer to advise a policyholder prior to the conclusion of an insurance contract is explicitly introduced. The insurer is obliged, in accordance with the assessment of a situation, to examine the desires and needs of an insured person and advise him taking into account the financial element of the premium amount, stating the reasons of a given advice. In addition, he is required to document that he has provided advice, which is, as a rule, done in writing. If he does not comply with this obligation and is guilty of a breach of duty to advise, and an insured person has not expressly waived his right to advice and documentation, an insurer is obliged to reimburse the incurred damages (Gesetz über den Versicherungsvertrag, Art.6.)

The duty to advise a policyholder is also established in Serbian law for an insurance agent. The activities that an insurance agent should take in order to comply with his legal obligations are provided in detail. The obligation consists of providing explanations and advice on the circumstances relevant to the conclusion and implementation of an insurance contract. In this sense, the agent is obliged to determine the needs and requirements of a policyholder or an insurer based on the data received from these persons, to mediate in order to conclude a contract with an insurer who offers the best coverage, to develop the risk analysis and propose adequate coverage, and to state the reasons for advice given in connection with the proposed contract, i.e. why he has given advice to conclude a contract with a particular insurer. For non-compliance with these obligations, a sanction is envisaged in the form of a fine (OA, Art. 261 par. 1 item 17, in relation to Art. 94). An insurance agent provides highly professional services

that are specifically expressed when providing information and advice to the clients. Thereby he is obliged, when performing tasks, to protect the interests of policyholders or the insured persons (OA, Art. 95 par. 1). An agent reports to an ordering party or a third person for any damage caused by his omission to perform the obligation or its incorrect performance (Ivančević, 2014).

Conclusion

It can be concluded that the normative solutions, relating to the protection of the insurance service beneficiaries, is harmonised with the EU directives and European legal standards, and that in certain segments, our law allows a higher level of protection compared to the one existing in many other national laws. However, the authors also observe an unacceptably large gap between what is prescribed by the legal provisions and their practical applications in everyday life. Bearing in mind the importance the insurance has for agricultural production, a stricter application of the provisions protecting the rights of the insured persons is necessary, as well as more control of compliance with the legal norms by the competent authorities, but also a more active role of the insured persons in the practical implementation of the provisions on the protection of the rights of the insurance beneficiaries.

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DUŽNOST OBEZBEDJENJA PREDUGOVORNOG INFORMISANJA U OSIGURANJU USEVA I PLODOVA

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Apstrakt

Osiguranje useva i plodova predstavlja jednu od najvažnijih vrsta osiguranja poljoprivrede. Sa aspekta tehnike osiguranja, ovo osiguranje je veoma izazovno i zahteva pažljivo sačinjavanje uslova osiguranja i tarifa. Poljoprivrednicima ovaj vid osiguranja može obezbediti sigurnost za slučaj finansijskih gubitaka izazvanih brojnim rizicima kojima su izloženi. Nedovoljno poznavanje mogućnosti koje osiguranje pruža uzrokovano je delimično nepreciznim i nejasnim objašnjenjima koja su osiguravači nudili u fazi pregovora zainteresovanim poljoprivrednicima. U tom pogledu značajnu novinu u srpskom pravu predstavlja obaveza predugovornog informisanja koja je uvedena novim Zakonom o osiguranju (ZO). Na ovaj način je obezbedjena dodatna zaštita korisnicima usluge osiguranja u odnosu na odredbe obligacionog prava. Cilj ove obaveze je da se pregovaraču omogući da stekne jasnu predstavu o bitnim elementima ugovora o osiguranju, da razmotri predloženo pokriće i da donese razumnu odluku da li da prihvati zaključenje ugovora o osiguranju ili ne, odnosno pod kojim uslovima da ga zaključi. Sankcije za propuštanje obaveze informisanja deluju i preventivno i represivno na osiguravače.

Cilj ovog rada je analiza pravnog i faktičkog položaja korisnika usluga u pogledu obaveze ekonomski i iskustveno nadmoćnijeg saugovarača na zakonito i potpuno informisanje ugovarača osiguranje pre zaključenja ugovora o osiguranju u jednoj izrazito specifičnoj grani osiguranja, kao što je osiguranje useva i plodova. Primenom induktivno-deduktivnog i uporedno-pravnog metoda istraživanja, ukazano je na pojedina doktrinarna i normativna rešenja iz drugih pravnih sistema, kritički su izložene zakonske odredbe koje se primenjuju u pravu Republike Srbije, te svakodnevna praksa osiguravajućih kompanija.

Ključne reči: *osiguranje useva i plodova, uslovi osiguranja, predugovorne informacije, savetodavna obaveza*

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