evropsko ugovorno pravo osiguranja.[80] Takođe, ne treba zaboraviti da i Rim I Regulativa spominje mogućnost sporazumnog izbora pravnog instrumenta EU koji sadrži standardizovana pravila ugovornog prava. Najzad, Grupa za osiguranja je i sačinila PEUPO kao model budućeg opcionalnog instrumenta komunitarnog prava.

Uprkos indicijama, u ovom trenutku se još uvek ne može pouzdano zaključiti da li će i kada će PEUPO biti usvojeni u formi opcionalnog instrumenta. Pored toga, videli smo da PEUPO još uvek ne ispunjavaju sve uslove koji su neophodni za jedan takav akt komunitarnog prava, s obzirom da se moraju dopuniti pravilima za posebne vrste ugovora o osiguranju i da njihovo usvajanje u obliku opcionalnog instrumenta (regulative EU) predpostavlja usvajanje opcionalnog instrumenta za opšte evropsko ugovorno pravo. Otuda, može se reći da opcionalni instrument evropskog ugovornog prava osiguranja još uvek predstavlja ideju, koja ima jasne konture i čiju realizaciju možemo očekivati u ne tako dalekoj budućnosti.

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PRINCIPLES OF THE EUROPEAN INSURANCE CONTRACT LAW – FUTURE OPTIONAL INSTRUMENT OF EU LAW?

SUMMARY

The Principles of European Insurance Contract Law (PEICL) were published in September 2009 as result of ten years work of Insurance Group ("The Project Group on Restatement of European Insurance Contract Law"). Drafting PEICL began in 1999 as a stand-alone project, but in 2005 it has been transformed into a part of the "CoPECL Network of Excellence", forming a specific part of Common Frame of Reference (CFR). The main characteristic of the CFR and PEICL is their non-binding nature. However, the possibility of adoption of these documents in a form of so called optional instrument of EC law has been expressed more than once in European Commission's Action Plan in 2003 and Communication on European Contract Law in 2004. An optional instrument of European Contract Law can be defined as a legal act of EC law which application depends on a choice by the parties to the contract. Its main purpose is to provide the parties with an alternative regime of contract law. In this paper author examined the suitability of the PEICL as an optional instrument for European Insurance Contract Law.

[80] *Opinion of the European Economic and Social Committe on 'The European Insurance Contract Law'*, OJ 2005, C157/1, par. 6.2.