rediva, dok u kopnenim osiguranjima mora da bude tačno određena. List pokrića u uporednom pravu predstavlja dokaz o zaključenom ugovoru koji ne mora da ima sve one elemente koje sadrži ugovor, dok u našem, kada se izdaje, mora da sadrži sve bitne elemente kao i polisa osiguranja. Time se autonomija volje ugovornih strana nepotrebno ograničava, što ne doprinosi efikasnijoj praksi osiguranja.


## SUMMARY

From the formation of idea of mutual insurance and, later on, with shift to the premium insurance concept, contract insurance law has been steadily changing and upgrading. Premium structure of the non-life branches reflects implementation of the new achievements in scientific calculation of risks and operational stability of insurance companies. Yet, tariffs are not consisting part of an insurance contract and parties may negotiate premium at their free will. On the other hand, unruly manner of taking risks only to satisfy commercial interest, crumple principle of a prudent risk management jeopardizing claims paying ability of such insurance companies.

Insurance premium is an essential part of marine and non-marine insurance contracts. Marine insurance policy may not necessarily contain precise amount of premium, but may only make mention the elements on which premium can be fixed. In non-marine insurance premium must be fixed in insurance policy or cover note.

Insurance certificate is evidence of a concluded contract and some comparative jurisdictions do not regulate its essential elements for validity. In our national law when issued, it must contain all the essential elements as an insurance contract. Said rule of the Law on Obligations is justified for protection of all types of policyholder and insured, but it is not completely in accordance with the aim of consumer protection from the relevant EU Directives providing for classification criteria determining large risks. Therefore, it is necessary to harmonize Serbian insurance law in that area with the rules of the EU insurance law.