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## CONCLUSION OF INSURANCE CONTRACTS AND CONSUMER PROTECTION

**Abstract:** *The modern way of concluding insurance contracts is generally such that the policyholder adheres to the contract (an adhesion contract), and the contract is formed by accepting the insurance terms, which determine the content of the relationship between the “insurer and the insured.” These terms are unilaterally and preemptively set by one party to the contract—the insurer—as the stronger party in the intended insurance contract. The policyholder, as the weaker party, is usually a non-professional purchasing an insurance protection product from the insurer and is exposed to the risk of entering into an insurance contract that may not meet their insurance protection needs. Therefore, it is necessary to protect this policyholder, this consumer of an insurance product and/or service, to ensure that they are able to meet their need for protection against the risks (hazards) they face.*

*This paper addresses the state of consumer protection—natural persons—in the Republic of Croatia, through the insurer's obligation to inform the policyholder about the insurance contract both before and at the time of contract conclusion. In particular, it analyzes: the protection of the policyholder as the weaker party in the insurance contract through the provisions of the Civil Obligations Act concerning insurance contracts, and the policyholder as a consumer of insurance services or products.*

**Keywords:** *protection of consumers of insurance products and services, insurer's obligation for pre-contractual and contractual information provision to the policyholder, distribution of insurance products and services.*