Monograph „The conflict of interest in insurance“

- In the first chapter, the conflict of interests according to the Bulgarian legislation is discussed. The chapter covers a general characterization of the conflict of interest and the two paragraphs in it are devoted to the historical development of the regulatory framework and to the differentiation of the conflict of interest from other similar institutions.

- The first paragraph analyzes the historical development, the comparison between the regulation of the conflict of interest in the public and the private law sector, as well as the regulation in the ŽPUKI, in the TK, in the Special Investment Purpose Companies Act, in the ZKI, in the CC, in the Activities Act on the provision of services, as well as the specifics of the insurance regulations.

- Historically, the provisions in the repealed Insurance Code and the repealed Insurance Act have been traced.

- In chapter two, § 2, the obligations of the councils of insurers arising from the existence of a conflict of interests are discussed (pages 96-109).

- Of interest is the retelling of the rules of Directive (EU) 2016/97 of the European Parliament and of the Council on the distribution of insurance products regarding the conflict of interest in insurance intermediaries (pages 142-150).

- Contributing points are also found in the listing of the insurer's obligations under a contract for insurance of legal expenses related to the conflict of interests (pages 176-177 and 185-187). A comprehensive review of the internal rules of international insurers was made.

- An analysis of the EU legislation was made.

- A comparative legal analysis was also made in the field of insurance mediation in the USA, China and European legislation.

- The last third chapter refers to foreign experience and legislative proposals. It includes the experience of EU member states, the USA and Russia.

- Interesting proposals have been made regarding the content of a future legal act regulating the conflict of interests in the private sector.

„Specific features of the mutual insurance cooperative“, electronic magazine "Dialog" 2015, issue 2, ISSN 1311-9206, pp. 15-28;

This article aims to extract the specifics of the insurer cooperative from other cooperative associations such as the ordinary cooperative, the housing cooperative, and the European Cooperative Society. It is achieved by using the comparative legal method. The mutual insurance cooperative, although a cooperative, has its specific subject of activity (life insurance); its distinctive features regarding the content of its statute; its company's mandatory content; statutory requirements for the possession of professional experience, qualification, and a good reputation for the members of the management and control board; requirements for member - cooperators and minimum amount of guarantee capital.

Based on the brief comparative analysis, the following summary can be made regarding Mutual insurance cooperative as a trader with a specific subject of activity:

- It carries out its activity referring to the principle of voluntariness;
- It can only carry out insurance activity, no other type of activity can be registered as its subject of activity;
- Can conclude insurance contracts only on the types of insurance permitted by the license;
- It can only carry out life insurance;
- Toto carry out this specific activity, it must have a license issued by the FSC;
- It and its activities are subject to permanent state supervision, in the person of the FSC, Insurance Supervision Department;
- It is obliged to have its funds, the limits of which are defined in the Insurance Code;
- The Insurance Code provides special requirements for the members of the management and control bodies, as well as for the figure of the responsible actuary.

In conclusion, it can be concluded that the VZK is significantly different from the general concept of a cooperative. The basis for this is the existence of a special law governing its legal status. Currently, 17 insurance companies operate under the life insurance branch, of which only two are registered as Mutual insurance cooperatives. This trend (of the "unattractiveness" of life insurance) is based on government policy that is much more geared toward property insurance than personal. The opinion is also supported by the introduction of mandatory professional liability insurance for certain professions in several special laws. The value of "life" remains in the background. It would be appropriate for the state to arrange additional incentives (besides tax) for the development of life insurance to revive the competitiveness of VZK. These can be a simplified regime of registration of VZK; foreseeing the possibility of establishing it as a supranational association; and also summary proceedings upon its termination; and last but not least, the introduction of compulsory life insurance for certain risky professions (first category of work).

„Compulsory tour operator liability insurance“, Commercial and bond law magazine, 2014, volume 2, Sofia, ISSN 1314-8133, pp. 21 – 29

The tour operator's liability insurance is one of the mandatory insurances provided for in the Insurance Code and legally regulated in the Law on Tourism (SG, No. 109, effective March 26, 2013) and the new Ordinance on the conditions and procedure for concluding compulsory insurance contract "Liability of the tour operator" (promulgated SG No. 2 of 01.2014). This insurance, in addition to being mandatory, is also professional, because is related to the specific commercial activity carried out by a tour operator. It covers the tour operator's liability for damages caused as a result of non-payment with counterparties, including in the event of insolvency and bankruptcy, i.e. the tour operator's liability is limited to property damage caused to its customers.

Like all types of professional insurance, this mandatory insurance also covers the tour operator‘s liability for damages caused as a result of non-payment with counterparties, including in the event of insolvency and bankruptcy (Art. 98, Para. 1 ZTour). According to the Ordinance, the liability of the tour operator for damages caused to the user as a result of non-payment with its

counterparties and suppliers, including in the event of insolvency and bankruptcy of the tour operator, is subject to mandatory insurance (Art. 3). Therefore, the subject of the insurance is the liability of the tour operator for damages due to insolvency, bankruptcy, as well as other grounds for non-payment with co-contractors. The article examines the conclusion, duration, termination, and non-fulfillment of the tour operator's liability insurance contract. An analysis was made of the specific moments in the contractual relations - the determination of the insurance amount, which is based on the declared turnover, as well as the obligation to present a certificate issued by the insurer certifying the concluded contract.

In conclusion, it can be summarized that, first of all, the "Liability of the tour operator" insurance is mandatory insurance - provided for in the CC and further developed in ZTour, and secondly, it is professional due to its explicit legal status - its regulation in a special law (ZTour), relating to the tourism profession and the activity of its exercise.

Increasing the minimum liability limits of the tour operator will give certainty to creditors-consumers, but the question remains open to what extent the declared turnover will coincide with the actual one.

The new Ordinance regulates compulsory insurance in a concise and legally binding manner. Its purpose is mainly reduced to the regulation of the minimum liability limits of a tour operator.

„Modernization of copyright with the latest directive on the protection of copyright in the single digital market 2019/790“, magazine "Scientific works", 2020, issue 3, Sofia, UNSS, ISSN 0861-9344, pp. 309-326;

The article contains an analysis of the new regulation of copyright in the single digital market according to the adopted Directive (EU) 2019/790 of the European Parliament and of the Council of April 17, 2019. on copyright and related rights in the digital single market and amending directives 96/9/EC and 2001/29/EC. It is one of the measures the EU is taking to modernize the existing regulatory framework. The research carried out covers the reasons for the adoption of the directive, its essence, and the expected results.

“The Green Card System - a Challenge to the Law”, Challenges to the Law, Scientific Readings in Memory of Christian Takov, NBU, ISBN 978-619-233-181-8

The report contains an analysis of the regulation of “Civil Liability” insurance in the “Green Card” system according to the Internal Rules of the Council of Bureaus and the national rules in the Insurance Code. The research carried out covers the questions regarding the validity of the Internal Rules in the event of a dispute regarding the determination of the person responsible for compensating the injured person; reimbursement of what has been paid; as well as to what extent the accepted principle in insurance, ”first you pay, then you argue”, is correct. The only court decision of 15.06.2017 of its kind was also considered. of the Court of Justice of the European

Union on a preliminary inquiry in case C-587/15 concerning the interpretation of the Internal Rules.

In summary of everything said so far, it can be concluded that the “Green Card” is an international certificate of insurance, which is issued when the driver has valid “Civil Liability” insurance for motor vehicles in his country. It covers the driver's liability when traveling in a foreign country if he causes property or non-property damage to third parties in a road accident. The “Green Card” also avoids the need for drivers to prove insurance coverage at the border of each country they visit. Benefits issues are resolved through the National Bureaus established and regulated by the laws of each member state of the “Green Card System”.

At the moment, relations between national insurance bureaus are governed by the Internal Rules, which constitute a multilateral treaty and on which the Court of Justice of the EU has had the opportunity to rule on preliminary questions that it is not competent to interpret their provisions, as they are not part from secondary European legislation. In my opinion, when seeking an answer as to whether the provisions of the Internal Rules could be interpreted by the CJEU, provided that they are not an act of a European institution or body, an answer must be sought as to what forced the promulgation of the decision of the Commission to which they are annexed to the Official Journal of the EU. And not for the CJEU to accept that this circumstance is irrelevant.

“The regulation of know-how as a trade secret”, Scientific conference on the occasion of the 120th anniversary of the birth of Prof. Tseko Torbov, 05.2019, NBU, pp. 281-286; ABOUT values in law: a collection of reports and articles from a scientific conference on the occasion of the 120th anniversary of the birth of Prof. Dr. Tseko Torbov, May 15, 2019 - Sofia: New Bulgarian Univ., 2020. 978-619-233- 118-4

In September 2018 the Law on the Protection of Trade Secrets, which was dictated by the adoption of Directive (EU) 2016/943 of the European Parliament and of the Council on 08.06.2016, was subject to public discussion. on the protection of undisclosed know-how and commercial information (trade secrets) against their illegal acquisition, use and disclosure. The deadline for the transposition of the Directive was June 2018. As always belatedly, the final vote on the law is now a fact. The law aims to regulate only the trade secret, thus it receives a separate regulation from other objects of intellectual property.

“The new rules in the collective management of copyright”, pp. 285-292, UNWE, 978-619-232-226-7

In 2018 significant changes were made to the ZAPSP in connection with the implementation of collective management. This was done by promulgation in the Official Gazette, No. 28/28.03.2018. The changes took effect from the date of promulgation. They are the result of the synchronization of the Bulgarian legislation in the European Directive 2014/26/EU on the collective management of copyright and related rights and the multi-territorial licensing of rights to musical works for use online in the internal market. In conclusion, it can be summarized that

the objective of removing the monopoly in this sector, by giving the possibility to other persons to obtain permission to carry out collective management of rights, has not been achieved in my opinion. It is noteworthy that the entire institution of the collective management of rights is limited only to the regulation of associations such as collective rights management organization. Detailed regulations for an independent rights management company are missing. Moreover, their legal personality is significantly narrower than that of associations, for example - they are deprived of the right to carry out multi-territorial licensing. Despite these shortcomings in the law, there are already three registered NDUPs (Accord Music Net Ltd.; SCI Technology Ltd. and Media 35 Ltd.). From the data entered in the MK register, it is clear that their collective management is limited to the public performance of works by sounding publicly accessible premises, areas and vehicles.

„The trade mark vs trade name“, Scientific conference "Actual problems of the legal regulation of business", 30.11.2017. UNSS, 978-619-232-191-8;

The merchant's name and trademark are the main distinguishing marks in the implementation of commercial activity, by which one merchant is distinguished from another, as well as the goods and services offered by a certain merchant differ from the goods and services offered by another merchant. The collision between the two signs of a company - brand occurs when a trade name is registered, and a brand is already registered under the same name, but belonging to another trader, or vice versa.

In summary, a refusal to register a company is available only when the inquiry shows that there is a registered word mark under the same word designation. It is also possible to envisage a change in the regulations for the deletion of the registration of a trademark, by accepting the making of a preliminary inquiry for a registered company, and not requesting a subsequent deletion. PV provides a service for making a reference only for similarity and identity between an applied-for mark and an earlier mark. In my opinion, both provisions are undergoing changes in order to synchronize the trademark and company registration proceedings. It would be appropriate to anticipate that there may be similarity in a word mark. It is also necessary to specify the authority that will be competent to carry out the reference for similarity or identity.

“The rules for conflict of interest among insurers, according to the new Insurance Code”, Scientific conference “Law and business - improvement of the regulatory framework” on the occasion of 25 years of the Law of the UNWE, 24.11.2016, Volume I 978-954 -644-991-7

The regulation on conflict of interest in insurance finds its systematic place in the newly adopted CC. The old rules have been preserved, but the legislator has made an attempt to enrich the regulations, introducing new obligations for insurers. They are mainly expressed in building an effective internal organization, and in case of proven inefficiency – to reveal the nature and sources of the conflict of interests to the user of insurance services before starting a business with him. On the other hand, a new power of the FSC has been established, which can, by means of an Ordinance, define more detailed requirements for the fulfillment of these obligations of the insurers. A significant omission of the new code is the lack of regulations regarding the consequences of non-compliance with the requirements in the event of a conflict of interest.

“Draft law on real estate brokers”, construction entrepreneurship and real estate, Collection of reports from the 30th scientific-practical conference - November 2015; ISSN 1313-2369, pp. 165-172

The idea of a special law for real estate brokers dates back to the end of 2012. The main motive for the creation of such a law is not the desire to close the market to a certain number of companies or to create a cartel, but the great public interest in the issues of real estate fraud, the unprofessional and irresponsible attitude of brokers, the lack of identification for brokers, to harm the interests of users of services provided by real estate brokers and agents. Realtors are the first to take the blame for real estate fraud.

The report is structured in two parts. The first part examines the main points in the draft law. In the second part - the gaps, i.e. questions that do not find regulation.

In conclusion, the following conclusion can be drawn: the real estate broker stands closest to the pure form of commercial mediation. He is always a merchant who connects (through the activity of his agents) two persons for the purpose of concluding a transaction between them. Like all commercial intermediaries, he is also obliged to keep a register (diary) of the activity performed. It always acts on the basis of a concluded contract, which here can be not only for commercial mediation but also for an order or a commission. The draft law provides for special requirements and entry in a special register for the performance of this type of service. After the expiration of one year from the entry into force of the law, it is foreseen that all brokers and agents must be registered in the register of the Chamber, otherwise they lose the right to exercise this type of service, but they do not lose their commercial quality.

“Compulsory professional insurance”, Scientific works of Ruse University, 2015, volume 54, series 7, pp. 103-107, 2603-4123;

According to the Insurance Code (Article 6, Paragraph 1) - insurance is carried out on a voluntary basis, but there (Paragraph 2) it is also stated that there may be compulsory insurance, which, however, is established only according to one of the normative the regulated ways: with a special law or with an international treaty (ratified, promulgated and entered into force for our country). In this normative way, the Bulgarian legislator regulates two types of insurance - voluntary (which is the rule) and mandatory (which is the exception). Mandatory insurances are not exhaustively regulated and listed in the Code of Conduct. According to Art. 249 of the Criminal Code stipulates that mandatory insurances are: "Civil liability" of motorists; "Accident" of passengers in public transport (abbreviated as "Passenger Accident"), as well as other insurances that are regulated by special legislation or those that are provided for in international treaties to which the Republic of Bulgaria is a party, after ratification them (by the National Assembly or the Council of Ministers) and their entry into force. The Code comprehensively regulates only the compulsory insurance "Civil Liability" for motorists (Articles 257 - 275) and "Accident" for passengers (Articles 276 - 281). The legal regulation of the other mandatory professional insurances is found in separate

special laws of the civil legislation. As far as international treaties are concerned, I believe that since compulsory insurance in the Republic of Bulgaria is regulated by laws, then international treaties ratified by the National Assembly will have the force of law, and in this case, they will be part of the compulsory insurance regulations. insurances. International treaties confirmed by the Council of Ministers have the force of decrees and in this case, they do not have the force of law, therefore they cannot provide for the introduction of compulsory insurance, i.e. mandatory insurance cannot be regulated by a decree of the Court of Justice. Acts of the MC follow the laws of the National Assembly in the hierarchical ladder of normative acts. Regulations and ordinances can be adopted with the decrees of the Council of Ministers, which means that compulsory insurance cannot be introduced by means of a by-law, since the CC expressly provides that compulsory insurance can only be regulated by a special law.

Compulsory insurance is introduced, provided that the protection needed by the injured parties is in the public interest. In this sense, the mandatory insurance provided for in the special legislation can be divided into two main branches:

a) compulsory insurance against "Accident" and "Life" at the expense of the employer;

b) mandatory "Civil Liability" insurance for damages that may occur as a result of culpable performance or non-performance in the exercise of professional activity ("Professional Liability" insurance).

An attempt has been made to draw the distinction between a liberal and a regulated profession. In summary, it can be concluded that the distinction between regulated and free professions has not been brought to the end by the legislator. On this basis, a definite answer cannot be given for which professions professional insurance is mandatory and for which it is not.

According to the current legislation, the compulsory insurance of "Professional liability" has been introduced only for a part of the persons who, in the exercise of their professional competences, may, through their actions or inactions, damage the interests (life and/or health) of their clients, without of importance to which type of professions they fall.

De lege ferenda I propose:

1. to introduce a unified approach when determining the insurer's liability limit;

2. to complete the distinction between a free and regulated profession;

3. to introduce uniform rules for the mandatory insurance of "Professional liability".

„Insurance of intellectual property“, „Legal and economic problems of the business environment in Bulgaria“, Round table - Collection of reports, 23.10.2015, SA" D.A. Tsenov", pp. 29-33, 978-954-23 -1086-0;

„The conflict of interests in insurance“, „Collection of reports The law between tradition and modernity, Scientific conference, held within the framework of the Summer scientific session of the Faculty of Law “Legal Sciences“ at VSU „Chernorizets Hrabar“ 20 06.2014, ISSN 1313 -7263, book 27, p. 245 – 249

In the report, a comparative analysis is made between the regulation in the ZPUKI and that in the CC. A brief review was also made of the rules of DIRECTIVE 2009/138/EC of the European Parliament and of the Council of November 25, 2009 regarding the initiation and exercise of insurance and reinsurance business (Solvency II) (recast) (text relevant to the EEA) Pron. L OV. No. 335 of December 17, 2009. Pursuant to point 83 of DIRECTIVE 2009/138/EC of the European Parliament and of the Council of November 25, 2009 regarding the initiation and pursuit of insurance and reinsurance business (Solvency II) (recast) (text of EEA relevance) Pron. L OV. No. 335 of December 17, 2009 "conflicts between insured persons and insurance companies covering legal expenses should be resolved in the most fair and expeditious manner possible. It is therefore appropriate for Member States to provide for an arbitration procedure or a procedure that provides equivalent guarantees'.

In accordance with the rules of Directive 2009/183/EC, the CC in Article 92 provides special requirements for avoiding conflicts of interest. These requirements only apply to legal expenses insurance. The provision is dispositive and the insurer can avoid a conflict of interest by fulfilling at least one of the requirements of the law:

1. does not allow its employees, who are entrusted with the settlement of claims or the provision of legal advice on legal expenses insurance, to simultaneously carry out similar activities in connection with other types of insurance under Section II of Annex No. 1 on its account or for an account of another insurer with whom the insurer has commercial, financial or administrative relations. This is one of the main principles - a ban on offering identical services. Here the Insurance Code also refers to the employees of an insurer, but only those who provide legal advice or who are authorized to settle claims that have arisen. These are not all employees of the insurer, but only those expressly authorized.
2. if it covers risks under legal expenses insurance and under other insurances under Section II of Annex No. 1, to transfer the settlement of claims under legal expenses insurance to another legal entity under the conditions and according to the procedure of Art. 60, which must meet the conditions under item 1. Principle of responsibility.
3. to grant the insured person the right to authorize a lawyer of his choice to protect his interests from the moment when the right to receive compensation under the insurance arose for the insured person (Art. 221 Insurance Code). Principle of respect for the interests of interested parties.

Based on the comparative analysis and taking into account the specifics of the insurance activity, I propose de lege ferenda:

1. legislative norms for disclosure of permanent and occasional conflicts of interest;

2. legal definition of "conflict of interest" for corporate legal entities;

3. establishment of procedures for disclosure and resolution of conflicts of interest;

4. internal rules and procedures reflecting the specifics of the respective insurer.

„The European Joint Stock Company as an Insurer“, Scientific Conference of the University of Ruse "Angel Kanchev" together with the Union of Scientists (collection of scientific works), Scientific Works of the University of Ruse, item 51, series 7, 2012, pp. 185 – 189

With the entry into force of the new Insurance Code (01.01.2006) and subsequent amendments, in accordance with the effect of the provisions of Regulation (EC) 2157/2001 on the statute of the European company, the Bulgarian lawmaker introduced the possibility that the European company could carry out insurance and reinsurance activity in our territory, applying the provisions of the Code of Civil Procedure relating to joint-stock insurers.

In the presentation of this report, the questions regarding the application of the Insurance Code as a special law in cases where European joint stock company wishes to carry out insurance activities on our territory are considered.

In Bulgaria, which is a country with an import economy, there is still no registered European joint stock company. Although insurance activity is universal (performed in every country), it would be appropriate for foreign insurers to register branches on our territory, and for our insurance companies to unite and create a European insurance company. The centralization of the activity will significantly facilitate the specific capital requirements for carrying out insurance activity.

„The Agreement on Public-Private Partnership“, Collection of reports from the scientific conference „Current problems of the protection of the population and infrastructure“ at the National Military University - V. Tarnovo, 25 - 26.10.2012, item 1, p. 94 - 101, 978-954-753-104-8;

With the adoption of the Law on Public-Private Partnership, for the first time an attempt is made to introduce a clear regulation of the partnership between the state and private partners to achieve certain public goals.

„Modern Forms of Joint Business“, Scientific Research Almanac, Vol. 23, 2016, pp. 5-34

The study Modern forms of joint business are the result of a research project. A large team was engaged in work on it, with each member participating in an author's development. The goal of the studio is to define business opportunities through the use of collaborative forms. The author's reference shows that the contribution of Dr. H. Atanasova refers to the regulatory framework of forms for joint business. It was concluded that currently the following forms of unification have been imposed in practice - franchising, joint ventures, clusters, etc. A brief overview of the franchising arrangement as a contract is given. The main thing that makes an impression is that there is no single law, but regulation is found in various laws - the Constitution of the Republic of

Bulgaria, the Commercial Law, ZZD, ZMGO, ZAPSP, ZPRPM, ZZK, ZKPO (paragraph 1, item 10 DR), Code of Ethics of the Bulgarian Franchising Association, the guide to international franchise agreements adopted by the International Institute for the Unification of Private Law (UNIDROIT). The rules for setting up joint ventures are primarily governed by commercial law. They represent the joining of efforts of two or more enterprises for the purpose of joint performance of a certain activity. It is characteristic of the joint venture that it can be established under any legal form of association.

In summary, the following conclusions and suggestions can be made:

- The state must stimulate development and provide conditions for the emergence of new associations for conducting joint business, but not try to artificially create them;

- Actions should be taken to improve commercial legislation and ensure clear rules for business activity, reduce bureaucratic obstacles for businesses and ensure financial stability;

- Efforts to be directed towards supporting the collection, processing and dissemination of information necessary for the development of trade associations.

„Compulsory insurance under market conditions“, Scientific Research Almanac, vol. 23, 2016, pp. 153 – 177

The study „Compulsory insurance under market conditions“ is the result of the work of a team working on a research project of the same name. Each of the authors has their own author's contribution.

Insurance activity is a specific commercial activity and as such it has its own regulatory framework. Voluntary insurance is a rule, the exception of which is precisely the introduction of mandatory insurance. Mandatory insurance is introduced, on the one hand, when there is a high risk of violation of the public interest, and on the other hand, when the performance of professional duties of certain categories of persons is associated with the risk of violation of the rights of other persons. In a sense, the compulsory nature of insurance contradicts the market principle of autonomous decision-making. On the other hand, under certain adaptation options, compulsory insurance can solve some important problems that arise in the development of a market economy.

The purpose of this study is to point out the positive features of compulsory insurance and to outline basic organizational principles for its practical implementation.

The subject of the study are: A) Civil liability of motorists; B) Accident of passengers in the means of public transport and C) free professions for which the current Bulgarian legislation provides for mandatory liability insurance with a view to practicing the specified profession.

With the review made in this way, it can be summarized that compulsory insurance is about to develop as an essential part of the insurance activity. In every profession, where there are requirements for professional qualification, it is provided as a mandatory condition for carrying

out the professional activity. Another part, the one where the public interest is threatened, it has already proven its necessity.

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