



Journal of Internet Banking and Commerce

An open access Internet journal (<http://www.icommercecentral.com>)

Journal of Internet Banking and Commerce, July 2016, vol. 21, no. S4

Special Issue: Government and Business Regulation: Regional and Sector Characteristics

Edited By: Mihail N. Dudin

Financial Support of Tour Operator Activities: Issues of Implementation in the Russian Federation

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Abstract

Studying the issues of implementation of financial support of tour operator activities in the Russian Federation, which have so far impeded the guaranteeing of protection of rights and legitimate interests of Russian tourists at a proper level, allows to formulate practical recommendations and suggestions for improvement of Russian legislation in order to enhance the efficiency of legal regulation of tourism field and protection of rights and legitimate interests of Russian citizens. The article presents a comparative study of the Russian financial guarantee institution and its foreign analogues, defines the causes of emergence of the institution of financial support of tour operator activities in Russian legislation and imposition of a prohibition on tour operator activities. We have come to the conclusion that acknowledgment of financial support of tour operator activities as financial guarantees of tour operator's liability. Analysis of current Russian legislation allowed to detect its contradictions and develop practical recommendations

for improvement of Russian tourism legislation. In particular, it allowed to draw a conclusion of the need to eliminate the non-conformance of standards of article 17.6 of the Federal law NO 132-FZ “On foundations of tourist activity in the Russian Federation” (“Tourist activity law” further on) issued on 24.11.1996 to the standards of item 1 of article 48; item 1 of article 53; item 1, item 3 of article 56; article 402 of the Civil code of the Russian Federation (part one); federal law № 51-FZ issued on 30.11.1994 (the Civil code of the Russian Federation).

Keywords: Providing Tourist Services; Financial Guarantees; Method of Securing Obligation Fulfilment; Insurance

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INTRODUCTION

Russian lawyers see the cause of the emergence of financial support of tour operator activities in Russian tourism legislation (“financial guarantees”, “financial support” further on) and imposition of a prohibition on tour operator activities without it not only in the difficult situation, which is being formed with application of sanctions for violating tourist services contract, but also in the revocation of licensing of tourist and travel agency activities in the Russian Federation [1,2].

Vikulova sees the causes for introduction of financial guarantees, in the first place, in Russia’s aspiration for entering the international community and, therefore, bringing national legislation into compliance with international standards, and only after that in the need to provide better protection for Russian tourists against the increasing number of fraud incidents on the part of tour operators and travel agents [3]. We believe that such approach can explain the specifics of institution of financial support of tour operator activities in Russia and, at the same time, state its insufficient effectiveness, as compared with foreign practices, in addition to stating the need to eliminate the contradictions and non-conformance of standards in Russian legislation.

METHODOLOGY

Using the method of comparative law, which presupposes the comparison of rules of law, allowed to detect the falsity of identification of financial support of tour operator activities with financial guarantee of tour operator liability or financial security measures. Use of formal and logical methods, such as analysis, synthesis, generalisation, abstraction, deduction and induction allowed to detect the contradictions in Russian tourist law. Modelling method allowed to develop practical recommendations for improvement of the legislation of the Russian Federation.

RESULTS

Foreign Practices of Providing Financial Guarantees

It has been established that according to article 7 of EU directive # 90/314/EC on package travel, package holidays and package tours (Luxemburg, 13.06.1990), with which – with absolute solidarity of opinions – emergence of the institution of financial support in Russia is associated [4-6], organiser (seller) of a package tour must provide sufficient evidence of guaranteeing a refund for the tour and/or bringing the tourist (repatriation) back home in case of insolvency (bankruptcy) of the organiser (seller) of the package tour. It should be noted that the Directive provides European Union member states with a right to select the kind (method) of financial guarantee by organisers of travels. Such methods are the following: bank guarantee (in Austria, Germany, etc.), insurance contract for contractual liability of tourist organisations (in Austria, Germany, Denmark, Greece, etc.), bank deposits (in Italy) and others [6,7]. It is important that it does not imply the revocation of licensing of travel agencies (organisers/sellers of tours) in member states of the European Union [8], assuming that the level of legal culture and development of tourist services market in the abovementioned countries is much higher.

One of the most common examples in the literature to illustrate foreign practice of providing financial guarantees is article 2, chapter 7 of German Civil code (“GCC” further on), dedicated to tourist agreement [6]. Its norms do not only attach the rights of tourists in case of violation of their rights regarding the requirements to travel agencies: a tourist has the right to require elimination of service faults from the travel organiser (§ 651c of GCC), reduction in the price of the tour (§ 651b GCC), dissolution of a contract (§ 651e GCC), recovery of losses (§ 651f GCC), but also binds travel organisers to show tourists their insurance policy or guarantee certificate of solvency (article 651h GCC). In addition to that, the directive captured in this very norm is especially noteworthy: in the absence of insurance policy or guarantee certificate travel organiser has the right to require the payment in an amount up to 10% of the tour cost till the end of the tour [9].

This kind of restrictions, which is undoubtedly aimed at providing maximum level of protection of rights and legitimate interests of tourists, can also be found in the legislation of Great Britain and Ireland. These countries use trust accounts as financial guarantees [6], the idea of which is that travel organisers cannot use money, received from the tourist as the payment for tourist services, prior to full fulfilment of the obligations both by the company and its contractors and if they receive any complaints from the tourist after their travel.

The crucial point is that in EU member countries, according to mandatory confirmed law of article 7 of the EU Directive EC # 90/314/EC, the cause for refund of the sum paid by the tourist for the travel, advance payment or prepayment according to the agreement, repatriation costs at the expense of financial guarantee is insolvency of travel

organiser/seller or initiation of its bankruptcy. Pisarevsky defines these causes as the category of risk "...for reduction of which...the guarantee is provided" [6].

By act of direct attachment, the indicated law is also not ignored by Russian lawyers. In addition to that, in our opinion, the authors studying financial support of Russian tour operator activities and drawing analogies to international practices [9] should stress the fact that financial guarantees abroad are aimed at providing the tourist with a refund only in case of insolvency of travel organiser/seller or initiation of its bankruptcy. In other cases of non-fulfilment or improper fulfilment of obligations regarding services listed in the tour, full responsibility is placed upon travel organiser.

Therefore, it should be stated that foreign practice has complementary interaction between liabilities of travel organisers for non-fulfilment or improper fulfilment of tourist contract, financial guarantees securing the refund of tourist's money in case of insolvency of travel organiser and licensing as preventive measure against unfair travel agencies emerging on the market.

Russian Practices of Providing Financial Guarantees

Russian legislators, formalising the aspiration for unification of the national legislation with the legislation of international community, abolished the licensing of tour operator activities and implemented the institution of financial support, the meaning of which, in the meantime, is slightly different from international practices.

In accordance with article 17.1 of Tourism activity law, financial support expressed in civil liability insurance for non-fulfilment or improper fulfilment of obligations and independent guarantee of fulfilment of obligations under tourism services contract is aimed at:

- 1) enforcing the fulfilment of tour operator obligations under tourism services contract concluded with tourists and/or other customers;
- 2) guaranteeing the repayment of money against the contract for prepaid but not provided services, as well as the amount payable to the tourist and/or other customer as the reparation for direct damages for non-fulfilment or improper fulfilment of tour operator obligations, including the amount in the compensation for evacuation expenses [10].

It should be noted that article 17.1 of the abovementioned act indicates that the vested basis for payment at the expense of financial guarantees is "... the fact of attribution of tour operator's obligation to compensate for damages of a tourist and (or) other customer...", caused by material breach of the contract by the tour operator, where material breach means non-fulfilment of obligations regarding package tourist services (transportation and/or accommodation services) and major faults in the tourist product, including material breach of quality and safety requirements [10].

Such presentation of financial support allows us to draw a conclusion that not only

insolvency (bankruptcy) of a tour operator, as is the case in foreign practices, but any other causes of non-fulfilment or improper fulfilment of tour operator contractual obligations [11] are considered the risks to be reduced by financial support (in this case we support the view of Sirik). That said, it appears probable that financial support in Russia represents contractual liability guarantee of tour operator, that is, guarantee of creditor (tourist/other customer) rights when applying such action (general liability), as compensation for damages, to the debtor (tour operator). However, it is not the case.

In accordance with paragraph 1 of article 17.4 of Tourism activity law, civil liability insurance contract along with independent guarantee are aimed at securing proper fulfilment of tour operator obligations regarding the provision of tourist services; therefore, taking into account item 1 of article 329 of the Civil code of the Russian Federation, financial guarantees are means of securing obligations [10,12]. It is also important that under article 401 of the Civil code of the Russian Federation and article 9 of Tourism activity law a tour operator is liable to a tourist and/or other customer for non-fulfilment or improper fulfilment of obligations by tour operator itself or its contractors, regardless of culpability. Under article 17.1 of Tourism activity law, only tourist's/other contractor's actual damages are to be compensated at the expense of financial guarantees, whereas compensation for loss of opportunity or moral harm, in accordance with article 17.4 of the same act, is sought by independent demand to the tour operator raised by the tourist and is not covered by financial support [10,12].

Thus, legal nature of financial guarantees according to Russian legislation consists in acknowledgment of their:

- 1) means of securing obligations aimed at the protection of the creditor's vested rights in case of failure in duties [13];
- 2) debtor enforcement measures aimed at proper fulfilment of the contract and used with the aim of protecting legal civil rights [14];
- 3) measures allowing to secure the restoration of tourist's violated right, as other authors note, without stipulating, as application of sanctions presupposes, tour operator's new or additional responsibility [15].

That said, one has to agree with the opinion of O.S. Ioffe, who indicated that debtor enforcement measures aimed at proper fulfilment of the contract cannot be considered sanctions, as the responsibility of proper obligation fulfilment results from the responsibility itself [16].

Thus, from our point of view, it is wrong to identify financial support of tour operator activities in Russia in its current form with financial guarantees of tour operator liability and measures of its financial support.

Issues of implementation of Financial Support of Tour Operator Activities in the Russian Federation

Outstanding issues: practice and theory: It is important to note that within the framework of the aspect under consideration, a number of issues remain outstanding: can contractual liability insurance be used as a method of enforcement of tour operator contractual obligations? How much more efficient has the rights protection mechanism become and how is protection of tourist rights carried out, if the amount of financial support is not enough even provided that payments are apportioned? How do financial guarantees secure the protection of tourist rights in case tour operator goes out of business?

Answering the raised questions, we should mention their strong interrelation, which can be illustrated by case material from a set of lawsuits against a tour operator.

A tour operator posted a notice on its website about going out of business due to failure of its contractor to provide ordered and prepaid tourist services and, as a result, inability to fulfil the obligations under contracts concluded with tourists. Tourists filed a request of compensation for actual damages (insurance compensation) with the insurer, but were refused. As the justification for refusal, the insurer indicated that total sum of insurance payments made according to Avatour tour operator liability insurance contract had already accounted for 10 million roubles, the amount insured, and the insurer has no right to make payments in excess of the established amount insured. In the course of proceedings, the representative of the insurer explained that compensation requests of the aggrieved with the insurance company accounted for 23 million roubles, while the duration of insurance was defined as the period from 01.06.2009 to 31.05.2010, and the payments were apportioned among those who had been due to depart in June and July, as the travels of claimants had been due to begin in August, that is exactly when the insured event would have occurred; by that time the insurer had already made insurance payments totalling 10 million roubles.

As a result, the court ruled on each case: lay actual damages and moral harm compensation at the tour operator. It should be noted that the tour operator went out of business, and money received from the tourists was given to its contractors. Obviously, it is probable that the tour operator actually had no money to satisfy the tourists' demands, but it is also possible that signs of fraud can be found in the actions of Avatour tour operator. However, in both cases there is every reason to believe that damages sought by the tourists will not be paid. It is obvious that with such legal decisions the court protects the rights and legal interests as a mere formality, while refunds to the aggrieved tourists guaranteed by Tourism activity law are invalid.

If we refer to theoretical aspects, it should be noted that despite direct attachment of tour operator right to insure their civil liability in the norms of Tourism activity law (articles 4.1, 17.1-17.6) [10], the issue of appropriateness of using insurance as the method of enforcement of contractual obligations regarding the provision of tourist

services remains debatable. The contents of the abovementioned discussion are reproduced in part 4 of this article.

We suppose that it is from the perspective of insurance ability to guarantee the protection of rights and legal interests of the tourist that in paragraph 6, article 17.6 of Tourism activity law the legislator formalised the following rule: the insurer is not excused from insurance payment, if the insured event occurred with tour operator's intent [10]. In addition to that, this position of the legislator comes under strong criticism in the literature because of direct contradiction to article 1, article 963 of the Civil code of the Russian Federation [11,17] According to this norm, the insurer is from insurance payment, if the insured event occurred with the intent of insurer, beneficiary or insured person [18].

Dedikov writes, "Paragraph 12... (of article 17.1 of Tourism activity law – S.Z.) establishing that regulations on the use of tour operator liability insurance contract are defined... as modified by present law represent another attempt at changing the system of civil legislation by giving priority to standards of branch law in defiance of general concept of modern civil law and the Civil code of the Russian Federation" [15]. Such modifications, as the author notes, remain valid only if they do not contradict the provisions of the Civil code of the Russian Federation. Korchevskaya agrees with the abovementioned, "...the method of protecting the tourist, applied by the legislator, at the expense of insurers through establishment of the standard which is contrary to an important rule of insurance law, seems incorrect" [4].

The issue of using contractual liability insurance as a method of securing tour operator contractual obligations: We are not saying that the opinion of Dedikov, Korchevskaya and others is unfair, but let us still consider the issue from another point of view: how fair it is to deprive a tourist and/or other customer of their rights for compensation of actual damages caused by non-fulfilment or improper fulfilment of tour operator contractual obligations? It should be noted that "fairness" is currently mentioned only in case of analysis of exceptions vested by article 2 and article 3, article 963 of the Civil code of the Russian Federation, by the operation of which the insurer is not excused from insurance payment under civil liability insurance contract. In this regard, A.A Ivanov says that "... payments is also effected for the benefit of the aggrieved person, not of the wrongdoer. It should not depend on the fault of latter" [19]. On the ground of fairness, it can be concluded that since insurance compensation under tour operator civil liability insurance contract is paid only to the tourist and/or other customer, who is contractually bound with the tour operator, and only in case of non-fulfilment or improper fulfilment of contractual obligations by the latter, given the fact that the tour operator is liable and in the absence of its guilt in non-fulfilment or improper fulfilment of obligations (article 3, article 401, 403 of the Civil code of the Russian Federation, article 9 of Tourism activity law) [10,12], then vesting the dependence of the tourist's and/or other customer's right for insurance compensation in case of the tour operator's guilt seems illogical and derogatory to the rights of the tourist and/or other customer as the weaker party of the obligation.

It appears that for the direct purposes of the exception of such violation of rights the rule of no release from the payment of insurance compensation where there is tour operator's intent in the occurrence of an insured event was vested in paragraph 6, article 17.6 of Tourism activity law [10]. At the same time, it must be admitted that it the contradiction of the norms of the Federal law "On foundations of tourist activity in the Russian Federation" to the norms of the Civil code of the Russian Federation is intolerable. That said, it appears reasonable to introduce the indication that the law stipulates other cases, when the insurer is not excused from the payment insurance compensation, to the article 963 of the Civil code of the Russian Federation.

The issue of reversing the tour operator's burden as the violator of contractual obligation on the insurer: It is true that the insurer carries the burden of compensation for poor performance of tour operator activities to a greater degree, while "... the absence of additional burden for the violator is equivalent to their total impunity" [16].

We can draw this conclusion in particular under the provisions of paragraph 11, article 17.5 of Tourism activity law vesting the tour operator's obligation to submit the document, confirming the increase in the amount of financial guarantee up to the amount vested by the law, to the Federal Agency for Tourism of Russia within 30 calendar days of the insurer's payment of insurance compensation to the aggrieved tourists. Otherwise the tour operator will be excluded from the register of tour operators [10]. However, experience has proven that applying such kind of sanctions to the tour operator expressed, based on Ioffe's definition of civil legal liability, among other things, in revocation of their legal civil rights is not efficient enough. Exclusion of a tour operator from the register entails no negative implications for them in their direct meaning.

We think that directly for the reasons of eliminating the possibility of misuse on the part of the tour operator by reversing the burden of compensation on the insurer, article 17.6 of Tourism activity law is amended by adding the provision of vesting the insurer with a right of recourse against the tour operator in case the insurer pays the insurance compensation to the aggrieved tourists, if the insured event occurred with tour operator's intent (paragraph 6) [10]. In addition to that, paragraph 7 of the article under consideration comes under notice. In accordance with it, the insurer is vested with a right of recourse not against the tour operator (as it stands in paragraph 6), acting as the insurer of liability risk and independent party of civil transaction (item 2 of article 1 of the Civil code of the Russian Federation), liable for obligations to the extent of all its property (item 1 of article 56 of the Civil code of the Russian Federation) and being a debtor under tourist services contract, but against founders (participants) of the tour operator, its manager, members of the management, if non-fulfilment or improper fulfilment of the obligation was the result of their wilful misconduct [10,18]. It should be noted that by item 3 of article 53, item 1 of article 1081 of the Civil code of the Russian Federation such right belongs only to the tour operator [18].

It is probable that by vesting the abovementioned rule in paragraph 7 of article 17.6 of

Tourism activity law, the legislator pursued several objectives at the same time: to prevent the tour operator from turning the insurance into the source of unjustified enrichment and to increase personal responsibility of founders (participants) of the tour operator, its manager, members of the management for the quality of the services provided by the tour operator. However, the means chosen appears disputable, as it contradicts a number of norms of the Civil code of the Russian Federation and ignores the general concept of modern civil law. In the matter of vesting the insurer with a right of recourse we are inclined to agree with the opinion of Serebrovsky and Braginsky, who criticised the provision of the insurer with a right of recourse for the reason that "...the insurer has already received a compensation (bonus) for taking risk. If the insurer imposes requirements on the party responsible for losses, the insurer may receive... more than the insured person had been paid" [14] or as it would seem to the beneficiary. That said, granting the right of recourse to the insurers under tour operator liability insurance contract seems necessary for the reasons of eliminating the possibility of misuse on the part of the latter and securing better protection of the tourists' rights.

In particular, it is obvious that in this case we see the expression of the criticised in the literature concept of the crystallisation of legal entity guilt category as vicious will (conscience) of its management, founders (participants) [14], expressed in guilty behavior of the employees of the organization itself [20]. Whereas article 402 the Civil code of the Russian Federation, in accordance with which the arrangements of the debtor's employees for fulfilment of the obligations are considered the arrangements of the debtor itself responsible for these arrangements, if they have entailed non-fulfilment or improper fulfilment of the obligation, represents the embodiment of other doctrinal notions of the essence of legal entity guilt [12].

Taking into account the abovementioned and having related the contents of item 1 of article 365, article 379, item 1 of article 382, article 387, article 965, article 1081 of the Civil code of the Russian Federation with paragraph 7 of article 17.6 of Tourism activity law, we can state that the latter is not mandatory attachment of the insurer's right of recourse (the requirement of the person entitled to recourse, who has paid to the creditor, imposed on the person liable to recourse through the guilt of which the payment was made, for compensation of the amount, paid to the creditor, to the person entitled to recourse [21], but application of subrogation elements (transfer of the insured person's (beneficiary's) right to claim within the amount paid to the insurer, who paid the insurance compensation, which the insured person (beneficiary) has towards the third party liable for damages compensated for as a result of insurance) to the relations between the tour operator and the insurer.

However, in this case the legislator overlooks the fact that in accordance with item 1 of article 382 of the Civil code of the Russian Federation, the right (claim), which can be given by the creditor to another party under the agreement (assignment of a claim) or can pass to the latter under the law (including the case of subrogation (article 387 of the Civil code of the Russian Federation), must belong to the creditor under the obligation which does not and cannot exist between the tour operator and its founders

(participants) of the tour operator, its manager, members of the management. It is also essential that the rules of assignment of the creditor's rights to the third party are not applied, by operation of the specified norm, to recourse claims, while the opposite follows from paragraph 7 of article 17.6 of Tourism activity law, as the conducted analysis shows [10,12].

All the while, it would be wrong to deny the actual need to solve the issue of reversing the burden of compensation, under contractual liability insurance, from tour operators on insurers, as one has to agree with Ioffe who claimed that "...the absence of additional burden for the violator is equivalent to their total impunity" [16]. The solution of this issue is, indeed, granting a right of recourse to the insurer, but only against the tour operator as an independent party of civil matters, as is the case in paragraph 6 of article 17.6 of Tourism activity law [10].

It should be stressed that in this case the additional burden should be discussed with a certain degree of conditionality, since, as examined before, no additional or new civil obligations of the tour operator in regard to the principal obligation (services contract), whereas recourse liability, according to the doctrinal interpretation, represents a new obligation [14,22-24].

In addition to that, from the perspective of the results of the conducted analysis, it seems necessary to eliminate the detected discrepancy as contradictory to item 1 of article 48 of the Civil code of the Russian Federation, item 1 of article 53 of the Civil code of the Russian Federation, item 1, item 3 of article 56 of the Civil code of the Russian Federation, article 402 of the Civil code of the Russian Federation, according to which the tour operator acts as an independent party of civil transactions acquiring civil rights and assuming civil obligations through its management, liable for debts to the extent of all its property, founders (participants) of which are not liable for its debts, whereas arrangements of the tour operator's employees for fulfilment of the obligations are considered the arrangements of the tour operator itself.

DISCUSSION

Analysis of the existing in the literature opinions in regard to insurance as a method of ensuring performance of obligations allowed to state that some authors point out the inability of insurance to act as method of ensuring performance of contractual obligations, since it does not stimulate the debtor to properly fulfil the undertaken obligation, but on the contrary, it in fact relieves the debtor of any possible negative consequences [25]. The legislator, as Braginsky pointed out, allows for "...reversing the burden of liability for violating the contract... on the insurer" [14], which, according to Gerasimenko "...means eliminating the burden of contract" [14]. Dedikov believes that measures of ensuring performance of obligations represent methods of ensuring the rights of a creditor [15], and from this point of view insurance is undoubtedly capable of ensuring the protection of tourist's interests as an obligee [11]. Such approach, as Dedikov notes, was first vested in article 17.1 of Tourism activity law: financial support

must guarantee that every tourist and/or customer receives compensation for money against the contract for prepaid but not provided services or compensation for actual damages [15].

CONCLUSION

Having paid particular attention to the issues of implementation of financial support of tour operator activities in the Russian Federation, we have drawn a conclusion that it is wrong to position financial support of tour operator activities as financial guarantees of the tour operator liability. Such consolidation contradicts the legal nature of financial support which is a method of ensuring performance of obligations, aimed at the protection of tourists' financial interests with regard to compensation of their actual damages and thus being outside the concept of civil legal liability, intending the incurrence of a new or additional obligation for the violator.

Analysis of the issue of reversing the tour operator's burden as the violator of contractual obligation under the insurance of its civil legal liability on the insurer allowed to assume that directly for the reasons of such possibility, article 17.6 of Tourism activity law is amended by adding the provision of vesting the insurer with a right of recourse against the tour operator in case the insured event occurred with the intent of the latter (paragraph 6 of article 17.6) [10]. At the same time, it should be mentioned that in accordance with paragraph 7 of the same norm the insurer is also vested with a right of recourse against founders (participants) of the tour operator, its manager, members of the management, if non-fulfilment or improper fulfilment of the obligation was the result of their wilful misconduct [10]. The latter seems to ignore the general concept of modern civil right in regard to the notion and essence of a legal person which contradict articles 48, 53, 56, 402 of the Civil code of the Russian Federation, according to which the tour operator acts as an independent party of civil transaction who acquires (assumes) civil rights (obligations) through its management, liable for debts to the extent of all its property, founders (participants) of which are not liable for its debts, whereas arrangements of the tour operator's employees for fulfilment of the obligations are considered the arrangements of the tour operator itself [12]. From the perspective of the results of the conducted analysis, we conclude that it is necessary to eliminate the detected discrepancy. This right, under item 3 of article 53, item 1 of article 1081 of the Civil code of the Russian Federation, belongs solely to the tour operator.

That said, it is needed to study such aspect as ensuring the protection of rights of Russian tourists in case where aggregate amount of claims of the aggrieved tourists exceeds the amount which can be covered by financial support of tour operator activities, much as the fact that the mechanism of protection of the tourist's right for personal safety, provided for by Tourism activity law in the Russian Federation, neither ensures the implementation of the law of guaranteed compensation of damages to the aggrieved party, nor makes provision for the need of such protection.

REFERENCES

1. Bulatetsky YUE (2008) Consumer's law: a course of lectures. Moscow: Norma.
2. Yegorov VE (2008) Legal regulation of relations in the field of tourism. Tourism: law and economics 3: 24-27.
3. Vikulova ON (2006) Financial guarantees as a mechanism of legal remedy in tourism. Law and economics 10: 119-120.
4. Korchevskaya LI (2007) Financial guarantees for tourists. Insurance of tour operator liability. Laws of Russia: experience, analysis, practice 9: 66-72.
5. Linovitsky EA (2007) Development of insurance relations in the field of tourism. Tourism: law and economics 3: 18-21.
6. Pisarevsky EL (2006) Financial guarantees in the law of European countries. Tourism: law and economics 4: 7-10.
7. Bobkov MA (2011) On insurance of civil liability for non-fulfilment and improper fulfilment of contractual obligations in regard to sale of tourist product (international and foreign experience. International public and private law 2: 29.
8. Klepitsky IA (2005) System of economic crimes. Moscow: Statut.
9. Sadikov ON, Myakinina AV (2004) Civil legal liability of a travel agency to a tourist. Legislation and economics 2: 56-60.
10. (1996) Sobranie Zakonodatel'stva Rossiiskoi Federatsii [SZ RF]. Collection of Legislation of the RF, No. 49, Item 5491.
11. Sirik NV (2008) Insurance of tour operator liability: issues of legal regulation. Tourism: law and economics 1: 10-13.
12. (1994) Sobranie Zakonodatel'stva Rossiiskoi Federatsii [SZ RF]. Collection of Legislation of the RF, No. 32, Item 3301.
13. Gongalo BM (1998) Civil legal security for obligations. Yekaterinburg: Ural State Law Academy.
14. Braginsky MI, Vitryansky VV (2011) Contractual law. Book one: General provisions. Moscow: Statut.
15. Dedikov SV (2008) Commentary to the legislation regulating the insurance of

tour operator liability. Statutory regulation of insurance activities.

<https://www.lawmix.ru/bux/40993>.

16. Ioffe OS (1975) Law of obligation. Moscow: Legal literature.
17. Ovchinnikova LA (2009) Insurance of tour operator civil liability: experience, issues, problems of development. Legal and law activities in insurance 3: 21-28.
18. (1996) Sobranie Zakonodatel'stva Rossiiskoi Federatsii [SZ RF]. Collection of Legislation of the RF, No. 5, Item 410.
19. Sergeev AP, Tolstoy YuK (2006) Insurance in Civil law: in 3 volumes. Moscow: Velby, Prospekt publishing house.
20. Matveyev GK (1970) Foundations of civil legal liability. Moscow: Yurlitizdat.
21. Sukhanov EA (2003) Civil law: in 2 volumes. Moscow: Bek.
22. Novitsky IB, Lunts AA (1950) General theory of obligation. Moscow: Gosyurizdat.
23. Pochuikin VV (2002) Assignment of claims in civil law. civil law: Collected articles, Moscow: Norma.
24. Rakhmilovich VA (1997) New kinds of insurance in the Civil code. Legal world 12: 19-24.
25. Kozinov AE (2010) Insured event in civil liability insurance. Laws of Russia: experience, analysis, practice 11: 17-24.