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THE EMERGENCE OF THE CONSUMER AS A LEGAL AND POLITICAL CATEGORY IN EU CONSUMER PROTECTION LAW

This paper examines the historical development of consumer protection within European integration and analyses the emergence of the consumer as a legal and political category in EU law. It starts from the hypothesis that consumer protection was not originally conceived as an autonomous objective of the European Economic Community, but rather developed gradually as a functional consequence of the establishment and strengthening of the internal market. Through the process of European integration, consumer protection evolved from a market-oriented and reflexive mechanism into an independent EU policy and, ultimately, into a constitutional and political category within the EU legal order. The research is based on legal-historical, comparative-legal and legal-dogmatic methods, combined with direct archival research conducted at the Historical Archives of the European Union (HAEU) and the European University Institute (EUI). The analysis demonstrates that the early development of consumer protection within the European Communities was largely reactive and problem-driven, before gradually evolving into a coherent supranational policy framework. Particular attention is devoted to the contribution of key EU treaties, programmes and policy strategies, as well as to the influence of national legal traditions and models on the formation of the European consumer protection system. The role of BEUC and the gradual constitutionalisation and political

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This article is based on research conducted during a research stay at the European University Institute (EUI), made possible through the support of the International Visegrad Fund Research Grant Programme for 2024, and on the consultation and analysis of original primary archival sources preserved in the Historical Archives of the European Union (HAEU) in Florence.

recognition of the consumer within the EU legal order are also examined. The paper concludes that the contemporary concept of the consumer in EU law can no longer be understood merely as a market participant, but rather as a broader legal, political and constitutional category closely connected with European citizenship, fundamental rights, digital transformation and the democratic legitimacy of the European Union.

Key words: *European integration, European Union, consumer protection, single market, internal market, fundamental rights, BEUC, consumer*

INTRODUCTION

The historical development of consumer protection within European integration raises the question whether consumer protection represented an autonomous objective from the very beginning of the European Economic Community, or whether it initially developed as a reflexive and functional consequence of the establishment and strengthening of the internal market. Although contemporary EU law recognizes consumer protection as one of the important policies and values of the European Union, such a position did not exist in the early phases of European integration. The founding Treaties were primarily directed towards economic integration, market liberalisation and the creation of a common market, while consumer protection gradually developed through the practical functioning of the market itself and the need to respond to emerging problems in practice.

Particular importance in this regard is attached to the gradual transformation of consumer protection within the process of European integration, especially in the context of the development of the internal market, harmonisation of national laws and the increasing role of supranational regulation. At the same time, the historical development of EU consumer protection raises broader questions concerning the position of the consumer within EU law, the relationship between market integration and social protection, as well as the gradual emergence of the consumer as a legal and political category within the European Union.

This research is based on legal-historical, comparative-legal and legal-dogmatic methods, combined with direct archival research conducted during a research stay at the European University Institute (EUI) and the Historical Archives of the European Union (HAEU). The development of EU consumer protection is examined through direct analysis of archival materials and primary sources preserved within the Historical Archives of the European Union. Such materials indicate that the early development of consumer protection within the European Communities was largely spontaneous and reactive in nature. Consumer protection was not initially shaped through a coherent long-term strategy; rather, legal rules and policy measures were gradually adopted as practical market problems emerged

and adequate regulatory responses became necessary. Such development also influenced the gradual transformation of the approach to harmonisation within EU consumer law, where the initial model of minimum harmonisation increasingly evolved towards broader and more integrated forms of harmonisation.

Special attention is devoted to the contribution of key EU treaties, programmes and policy strategies, as well as to the influence of national legal traditions and the role of BEUC in shaping the contemporary European consumer protection framework. Within that context, the analysis also considers the gradual constitutionalisation and political recognition of the consumer within the EU legal order.

THE ORIGINS AND EARLY DEVELOPMENT IN THE CONTEXT OF STRENGTHENING THE SINGLE MARKET: NO EXPLICIT RECOGNITION OF CONSUMERS AS A PROTECTED VALUE IN THE TREATIES OF ROME

When observing the historical development of the notion of the consumer in European integration, the first key characteristic that can be singled out is its relatively late appearance in terms of the content of the concept as we understand the consumer today. Namely, in the Treaty of Rome of 1957 the consumer was not expressly recognised as a protected legal category. At that stage, the emphasis was placed primarily on economic integration and the functioning of the common market, particularly through the free movement of goods, services, capital and persons.

Consumer protection, in the roots of the organization that today represents the EU, had a gradual development through which it acquired increasing importance. Moreover, it is interesting that consumer protection was not, as a separate (independent) area, an integral part of the Treaty of Rome, i.e. the Treaty establishing the European Economic Community of 1957,[1] but was, as one of the objectives of the European Community, for the first time promoted in the preamble of the final document of the Conference of Heads of State and Government, held in Paris in 1972. It became an expressly independent (separate) EU policy only in 1992 with the signing of the Maastricht Treaty.

However, the Treaty of Rome is indeed of significance for the development of consumer protection because it pointed to the importance of the establishment

[1] Articles 100 and 235 of the Treaty of Rome were already used as the legal basis. In the context of this paper, the term "Treaty of Rome" is used as a synonym for the Treaty establishing the European Economic Community, since that treaty is of particular relevance for the subject matter of this research. Outside the scope of this paper, however, the Treaties of Rome also include the Treaty establishing the European Atomic Energy Community.

and functioning of the internal market,[2] and the common/internal, market was precisely the area within which special rules were created that also concerned consumers. Such a situation has its logical, both practical and theoretical, justification, since these two areas are functionally connected. Just as from the consumer's perspective trust and confidence are important, so from the trader's perspective protection against unfair competition is important. In this sense, legal literature speaks of a tension in European law between the single market and consumer protection,[3] and of the consumer as a key actor of the single market. In other words, it can be said that in contemporary circumstances consumer protection is an integral and indispensable aspect of the market economy. The market of the European Union, with its 27 Member States, has more than half a billion potential consumers. In the context of such a market, consumers as European citizens undeniably have a vital economic but also political role in society, and in order to preserve and protect their interests, consumer protection measures were gradually and progressively established and developed with the aim of achieving a high and uniform level of such protection throughout the entire EU single market. Today, it is considered that European consumers, empowered by the right to make informed choices, also play an active role in the green and digital transition.

For the development of consumer protection law, Article 100 of the Treaty of Rome is of particular significance. This article concerns laws, regulations, and administrative measures in the Member States that have as their object the establishment and functioning of the internal market. In addition, it should be noted that consumers are also mentioned in the Treaty of Rome in connection with the foundation of the common agricultural policy set out in Articles 32–47 of the Treaty. Specifically, Article 39 states that the aim of the common agricultural policy is, among other things, to ensure supplies to consumers at reasonable prices.[4]

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[2] The origins of consumer protection should primarily be linked to the rules governing the functioning of the common market of the European Community, rather than to consumer protection as an autonomous objective. Viewed from that perspective, it may be argued that consumers initially enjoyed only reflexive protection. Even today, it is not uncommon in certain states for the same authorities to be responsible for market regulation, competition protection and collective consumer protection. This demonstrates that the development of EU consumer protection policy was gradual in nature and can be traced back to a period preceding its explicit recognition as a separate EU policy.

[3] Lorenz Kaehler, "Legislative options for regulating optional rules", *European Contract Law and the Creation of Norms* (eds. Stefan Grundmann, Mateusz Grochowski), Cambridge 2021, 135.

[4] Vladimir Grbić, Miroslav Antevski, Dragoljub Todić, *Finansiranje i zajedničke politike Evropske unije*, Institut za međunarodnu politiku i privredu, Beograd, 2013, 143. The same authors in this monograph (pp. 147–149 and onwards) also analyze the role of "consumer pressure" in the constitution of the EU's agricultural policy.

Furthermore, the Treaty of Rome of 1957, in Article 90, for the first time mentions the concept of services of general economic interest.[5]

The Resolution of the Council of the European Economic Community (EEC) on a preliminary program for consumer protection and information policy of 14 April 1975 – commonly referred to as the Preliminary Program – represents the first comprehensive programme in the field of consumer protection at the European Community level and is significant in that it enumerated the basic rights of consumers, namely: (1) the right to the protection of health and safety, (2) the right to the protection of economic interests, (3) the right to legal remedies, (4) the right to information and education, and (5) the right to representation. In this way, the Preliminary Program laid the foundation for legislation in the field of consumer protection, followed by a second programme in 1981, as well as subsequent ones adopted in 1986, 1989 and 1992.

The Single European Act signed in 1986,[6] with the aim of revising the Treaty of Rome, sought to add new momentum to European integration and to complete the internal market as an area without internal frontiers, with the free movement of goods, persons, services, and capital, by 1 January 1993. Of significance is the fact that Article 18 of this Act supplemented the Treaty of Rome by adding, after Article 100, Article 100a, which in paragraph 3 stipulates that the Commission, in its proposals concerning health, safety, environmental protection, and consumer protection, shall take as a basis a high level of protection.[7]

THE GRADUAL DEVELOPMENT OF CONSUMER PROTECTION AS AN INDEPENDENT EUROPEAN UNION POLICY

The formal treaty basis for consumer protection as an autonomous EU policy was established by the Treaty on European Union (TEU), signed on 7 February 1992 in Maastricht (the Netherlands). This Treaty entered into force in 1993 and introduced a separate Title XI, including Article 129a explicitly devoted to consumer protection. It may be said that from that moment on, consumer protection, as a separate policy, became an integral part of the policy framework of the European Union.

In the subsequent development particular importance should also be attached to the Treaty of Amsterdam, signed in 1997 and entered into force in 1999,

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[5] Tatjana Jovanić, Katarina Ivančević, *Analiza uticaja procesa evropskih integracija na lokalnu samoupravu u Srbiji u oblasti zaštite potrošača*, Stalna konferencija gradova i opština, Beograd, 2022, 62.

[6] It entered into force on 1 July 1987.

[7] Single European Act, *Official Journal of the European Communities*, No L 169.

which also introduced the renumbering of the Treaties. Thus, the previously mentioned Article 129a of the Maastricht Treaty became Article 153, while it is more important to note that no substantive change occurred. This new impetus for the development of consumer protection measures enabled the Community to adopt measures that support and supplement the policies implemented by the Member States.[8] The Treaty of Amsterdam further strengthened the horizontal dimension of consumer protection policy within the EU legal order. This period was also marked by the adoption of several action plans by the European Commission in the field of consumer protection. The first action plan was adopted in 1990, followed by action plans in 1991, 1993, and 1998. The action plan for the period 1999–2001 focused on three general objectives of EU consumer protection policy, namely: greater representation of consumers, a high level of health and safety for consumers, and the full respect of consumers' economic interests within the Union.[9]

The Charter of Fundamental Rights of the European Union, proclaimed in 2000 in Nice, provides in Article 38 that Union policies shall ensure a high level of consumer protection. The high level of consumer protection in that provision is not formulated as a subjective right, as it is insufficiently defined for that purpose, but rather as a principle.[10]

A further important development in this field was the Consumer Policy Strategy 2002–2006, which set out three medium-term objectives: a high level of consumer protection, effective enforcement of consumer protection rules, and the involvement of consumer organizations in European policies. The elaboration of these objectives and the formulation of measures for their achievement were contained in the 2001 Green Paper on EU Consumer Protection.[11]

With regard to consumer protection, the Treaty of Lisbon signed in 2007 is of particular significance. Specifically, Article 12 of the Treaty on the Functioning of the European Union provides that consumer protection shall be taken into account in the definition and implementation of other EU policies and activities, while

[8] The Treaty did not clarify what was meant by a high level of consumer protection, and such ambiguity contributed to the adoption of minimum harmonisation measures at the Community level, primarily aimed at removing obstacles to the functioning of the single market. In other words, Member States were permitted to retain higher standards of consumer protection, provided that such standards did not hinder the free movement of goods and services within the single market. See: Katarina Ivančević, *Uvod u potrošačko pravo*, Pravni fakultet Univerziteta Union, Beograd, 2014, 13.

[9] V. Grbić, M. Antevski, D. Todić, op. cit., 312.

[10] Zlatan Meškić, ,"Pravo potrošača na zaštitu kao osnovno pravo prema Povelji osnovnih prava Evropske unije", *Anali Pravnog fakulteta Univerziteta u Zenici*, br. 14, Zenica, 2014, 95.

[11] V. Grbić, M. Antevski, D. Todić, op. cit., 312.

Article 153 of the Treaty establishing the European Community became Article 169 of the Treaty on the Functioning of the European Union (TFEU). Particular importance should be attached to Article 169 TFEU, which established a broader framework for consumer protection within EU law by requiring the Union to contribute to a high level of consumer protection through measures connected both with the functioning of the internal market and with supporting, supplementing and monitoring the policies pursued by the Member States. At the same time, Article 169 TFEU allows Member States to maintain or introduce more stringent protective measures, provided that such measures remain compatible with EU law.[12]

THE TRANSFORMATION OF EU CONSUMER POLICY IN THE DIGITAL AND SUSTAINABLE MARKET ENVIRONMENT

A further phase in the development of EU consumer policy was marked by an increasing focus on enforcement, digital transformation and sustainability. On 13 March 2007, the Commission adopted the EU Consumer Policy Strategy for the period 2007–2013,[13] followed by the Consumer Programme for the period 2014–2020. In analyzing subsequent developments, it should be noted that in 2018 the European Commission launched the *New Deal for Consumers* with the aim of ensuring that European consumers can fully exercise their rights. This initiative reflected the Commission's commitment not only to further developing EU consumer law, but also to strengthening both its public and private enforcement mechanisms. Particular emphasis was placed on ensuring the effective application and enforcement of consumer protection rules throughout the Union. At the same

[12] In addition, Article 114(3) of the Treaty on the Functioning of the European Union provides that the Commission, in its proposals concerning consumer protection, as well as environmental protection, health and safety, shall base its approach on a high level of protection, taking particular account of any new developments based on scientific facts. Furthermore, pursuant to Article 4(2) TFEU, consumer protection falls within the area of shared competence between the Union and the Member States. See: Treaty on the Functioning of the European Union (consolidated version), Official Journal of the European Union C 202, 7 June 2016.

[13] This strategy defined new priorities and activities in the field of consumer protection, including strengthening consumer confidence in the internal market, contributing to economic competitiveness and establishing a coherent regulatory framework capable of ensuring effective consumer protection within the European market. It also emphasized the need to integrate consumer interests into all EU policies, develop complementary consumer policies at the level of the Member States, strengthen the position of consumers through consumer education and support for consumer organizations, and encourage their involvement in policy-making processes. In addition, the strategy highlighted the importance of collecting consumer-related data and supporting the development of new legislative proposals and other initiatives. See: V. Grbić, M. Antevski, D. Todić, op. cit., 313.

time, the Commission presented proposals for measures to improve enforcement and to modernize EU consumer protection rules and proposed an amendment to the directive on the protection of the collective interests of consumers. This resulted in Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020 on representative actions,[14] for the protection of the collective interests of consumers and repealing Directive 2009/22/EC, which required Member States, by 25 December 2022 at the latest, to adopt and publish the laws and regulations necessary to comply with the Directive, with the measures to be applied as of 25 June 2023.[15] The *New Deal for Consumers* also aimed to align EU consumer protection rules with the realities of the digital age.[16]

The *New Consumer Agenda* for the period 2020–2025 was adopted in November 2020. It represented a strategic vision for EU consumer policy for the period 2020–2025 and, at the same time, serves as a roadmap for the implementation of the *Single Market Programme* within the new multiannual financial framework. This new agenda also aims to enhance consumer protection during and after the COVID-19 pandemic, focusing on five key priority areas: (1) the green transition, (2) digital transformation, (3) effective enforcement of consumer rights, (4) the specific needs of certain consumer groups, and (5) international cooperation.[17] The agenda is also aligned with other European plans and programmes in the fields of environmental protection and digitalization, as well as with the United Nations 2030 Agenda for Sustainable Development.[18]

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[14] On the development of collective consumer protection in the EU, the European model of representative actions for the protection of collective consumer interests and rights, its implementation in certain EU Member States, and related contemporary challenges, see: Slobodan Vukadinović, Jovana Popović, "Class Action Versus Representative Actions: Are We Facing the Gradual Harmonisation Between American and European Model of Collective Consumer Actions?", *Balkan Yearbook of European and International Law 2025* (eds. Dušan Popović, Ivana Kunda, Zlatan Meškić, Enis Omerović), Springer, 2026, 226–227 and 232–240.

[15] Art. 24 of Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020 on representative actions for the protection of the collective interests of consumers and repealing Directive 2009/22/EC.

[16] See: *https://ec.europa.eu/newsroom/just/items/620435/en*, 25. 4. 2026.

[17] *New Consumer Agenda: Strengthening consumer resilience for sustainable recovery*, European Commission (Communication from the Commission to the European Parliament and the Council), Brussels, 2020, *https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:52020DC0696*, 26. 4. 2026.

[18] For a more detailed overview of the emergence and development of EU consumer law, which provides the foundation for the analysis presented in this paper, see: Slobodan Vukadinović, ,"Evropsko potrošačko pravo i njegov uticaj na razvoj potrošačkog prava Srbije", *65 godina od rimskih ugovora: Evropska unija i perspektive evropskih integracija Srbije* (ur. Jelena Ćeranić Perišić, Vladimir Đurić, Aleksandra Višekruna), Institut za uporedno pravo, Beograd, 2023, 192–195.

On 19 November 2025, the European Commission adopted the *2030 Consumer Agenda*, establishing a new strategic framework for EU consumer policy for the next five years. The Agenda builds on the previous framework but introduces a stronger emphasis on the interconnection between consumer protection, competitiveness and sustainable growth, reflecting the central role of consumers in the functioning of the single market. Its core innovation lies in addressing emerging challenges, particularly in the digital environment, by promoting digital fairness, strengthening enforcement mechanisms, and advancing sustainable consumption. At the same time, it confirms a shift towards a more integrated and strategic approach, in which consumer policy is not only protective but also instrumental for market efficiency, social fairness and long-term economic resilience.[19]

Following the adoption of the 2030 Consumer Agenda by the European Commission, the Council of the European Union adopted conclusions on 26 February 2026, thereby endorsing the Agenda and providing political guidance for its implementation. The Council places particular emphasis on strengthening enforcement and cross-border cooperation, especially in light of the growing challenges related to digital markets, global supply chains and geopolitical developments. It also highlights the need to address regulatory gaps and support the development of new instruments, notably the Digital Fairness Act and the revision of the Consumer Protection Cooperation framework, while also tackling harmful online practices, including 'dark patterns', and reinforcing the protection of vulnerable consumers, particularly minors, in the digital environment. In addition, the conclusions support sustainable consumption through measures aimed at combating misleading environmental claims and promoting circular market models, while also encouraging simplification and reduction of administrative burdens for businesses, especially SMEs. At the same time, the conclusions reinforce a more integrated and horizontal approach to consumer policy, closely linked to competitiveness, sustainability and the functioning of the single market,[20] reflecting broader strategic considerations advanced in the Letta and Draghi reports concerning the future of the internal market and European competitiveness.[21]

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[19] See, in more detail: *2030 Consumer Agenda and action plan for consumers in the single market 'A new impulse for consumer protection, competitiveness and sustainable growth'*, COM(2025) 848 final, European Commission, Brussels, 19. 11. 2025, available at: *https://data.consilium.europa.eu/doc/document/ST-15772-2025-INIT/en/pdf*, 8. 5. 2026.

[20] See: *Conclusions on the 2030 Consumer Agenda*, Doc. 6634/26, Council of the European Union, Brussels, 26. 2. 2026, available at: *https://data.consilium.europa.eu/doc/document/ST-6634-2026-INIT/en/pdf*, 8. 5. 2026.

[21] See: Enrico Letta, *Much More Than a Market: Speed, Security, Solidarity – Empowering the Single Market to deliver a sustainable future and prosperity for all EU citizens*, April 2024, available

NATIONAL IMPETUS FOR THE DEVELOPMENT OF CONSUMER PROTECTION IN EUROPE

The gradual development of the European system of consumer protection, in the form it has today, was not the result solely of supranational initiatives of the European Economic Community at the time, but was to a large extent shaped by national impulses that preceded those initiatives. In tracing the genesis of these impulses, which contributed to the later supranational – European model, it is necessary to examine innovative mechanisms emerging in their own time, doctrinal advances proposed by scholars, new normative and legal solutions, as well as the activities of prominent individuals and organizations that initiated processes subsequently integrated into European directives and programmes.

The more significant national impulses in this context originated from Germany, France, the United Kingdom, the Netherlands, as well as from the Scandinavian countries. The roots of consumer protection are to be found in the recognition that certain contractual relations required protection of the weaker (contracting) party. Such ideas are linked to the social dimension of private and contract law. The problems were first observed in those contracts whose content was entirely drafted by one party (the trader), while the other, weaker party (later designated as the consumer) merely adhered to them. Regardless of whether one speaks of standard terms of contract, standard form contracts, or contracts of adhesion (while setting aside for the moment the conceptual and terminological differences), the essence of the problem remains the same: the weaker party merely adheres to a pre-prepared contractual document without any real possibility of influencing its content or negotiating its terms. This means that the principle of freedom of contract and party autonomy in such contracts is rendered meaningless, being reduced to the lowest level. There exists only an appearance of party autonomy, since the consumer, as the adhering party, is deprived of any real possibility to shape the contract through negotiation. In fact, the situation boils down to one in which the contract has been created entirely by one party, leaving the consumer with only two extreme options: to take it or to leave it. Moreover, even though formally, the autonomy and freedom of one contracting party in adhesion contracts is reduced to the choice of either adhering to the contract or not, in practice, the consumer

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at: *https://www.consilium.europa.eu/media/ny3j24sm/much-more-than-a-market-report-by-enrico-letta.pdf*, 21.05.2026.; Mario Draghi, *The Future of European Competitiveness: A competitiveness strategy for Europe*, (Report for the European Commission), September 2024, available at: *https://commission.europa.eu/document/download/97e481fd-2dc3-412d-be4c-f152a8232961_en?filename=The%20future%20of%20European%20competitiveness%20_%20A%20competitiveness%20strategy%20for%20Europe.pdf*, 21.05.2026.

often lacks any real possibility of not adhering, especially when the offered, unilaterally pre-prepared contract is the only way to satisfy a legitimate need. Where practical life circumstances compel one contracting party to conclude the contract, that party in substance has no genuine choice (even if, legally speaking, one might argue that there is the right to decide whether or not to enter into such a relationship). In addition, even the right to choose a contracting partner may sometimes be merely apparent, due to the spontaneous process of convergence of legal solutions contained in adhesion contracts within the same sector. In practical terms, this means that in certain sectors it is not uncommon today for virtually all contracting parties to provide services or sell goods exclusively by way of pre-prepared adhesion contracts. A characteristic feature of adhesion contracts is usually considered to be the fact that all contractual provisions are contained within a single form, i.e., a template representing the contractual document. In practice, this means that it is the final form of the contract drafted in its entirety by the offeror, leaving no possibility for the offeree to alter it, but only to accept (adhere to) or reject it. Seen in this way, an adhesion contract is prepared in advance in such a manner that there is no possibility (and in reality no need) to insert any additional contractual elements, other than the necessary data of the adhering party. Due to this method of preparation, there is a risk that the party drafting the contract sought to secure its own interests throughout, so that the solutions it contains may often be unfair.[22]

Germany holds a prominent place, as it was the first to regulate, through a special law, the legal issues arising in connection with general terms and conditions, which, as an instrument of contract law, are highly problematic from the standpoint of consumer protection. Specifically, in (then West) Germany, the first Act on the Regulation of the Law of General Terms and Conditions (Gesetz zur Regelung des Rechts der Allgemeinen Geschäftsbedingungen – AGB-Gesetz) was adopted.[23] This is significant not only as a historical fact, but its added value lies in the fact that this German law served as the foundation and primary model for Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts,[24] which represents one of the central directives in the construction of the European consumer protection system.[25] This Act introduced the control of general terms and

[22] S. Vukadinović, ,"Adhezioni ugovori u francuskom pravu", *Strani pravni život*, br. 1, Beograd, 2020, 6.

[23] Available at: *https://dejure.org/gesetze/AGBG*.

[24] OJ L 95, 21. 4. 1993, 29–34. The Directive is available at: *https://eur-lex.europa.eu/eli/dir/1993/13/oj*, 2. 5. 2026.

[25] See: Slobodan Vukadinović, ,"Pravnoteorijske karakteristike i pravnodogmatski razvoj nemačkog prava opštih uslova poslovanja", *Strani pravni život*, br. 3, Beograd, 2021, 343–359.

conditions, namely the possibility of judicial review of unfair clauses in standard contracts. This German law of 1976 subsequently became, within the framework of the 2002 reform of German contract law, an integral part of the German Civil Code (BGB). When it comes to the contribution of German legal scholarship, Ernst Steindorff stands out,[26] who pointed out that the consumer is, by his nature, in an inferior position compared to the trader, which is why normative control of standard contracts is necessary in order to ensure equality between the contracting parties. A significant academic figure, in terms of contribution to this topic, is also Claus-Wilhelm Canaris, who further developed the concept of substantive control of contractual terms (the so-called Inhaltskontrolle)[27] which was later incorporated into European supranational regulations.

France: Although Germany, through its legal doctrine, developed a specific concept of general terms and conditions, if we regard all these forms of standard contract models as sources of formulaic law, i.e., contracts of adhesion, then the roots of this idea and the very notion of the contract of adhesion lead us to France. It was precisely French legal scholars who were the first to examine and raise certain legal questions and specificities concerning the conclusion of adhesion contracts. Legal scholarship is unanimous in emphasizing Raymond Saleilles as the scholar who, as early as 1901, analyzed such contracts and their conception. Saleilles is particularly known for having introduced the term *contrat d'adhésion* in his frequently cited work *De la déclaration de volonté*. A commonly accepted characteristic of adhesion contracts is that all contractual provisions are contained in a single form, i.e., a template serving as the contractual document. This practically means that it is a final version of the contract, drafted in its entirety by the offeror, and which leaves the offeree with no possibility to amend it, but only to accept (adhere to) or reject it. Viewed in this way, an adhesion contract is prepared in advance in such a manner that there is no room (and in reality, no practical need) to insert any contractual element, apart from the necessary information regarding the party adhering to it. Due to this method of drafting, there is an inherent risk that the party preparing the contract will seek to safeguard its own interests throughout, which often results in contractual terms that may prove to be unfair.[28] Apart from its academic influence, France also asserted its impact through codification and public-law intervention. A significant figure in the European context was Christiane Scrivener, who, as a Member of the European Commission

[26] Ernst Steindorff, *Verbraucherschutz durch AGB-Kontrolle*, Mohr Siebeck, 1977, 12–18.

[27] Claus-Wilhelm Canaris, *Die Kontrolle der Allgemeinen Geschäftsbedingungen,* C. H. Beck, 1980, 45–52.

[28] See: S. Vukadinović (2020), op. cit., 6–7.

responsible for consumer protection (1989–1995), strongly promoted harmonization and initiated numerous legislative proposals at the EU level.[29]

United Kingdom: The British impulses were more pragmatic than doctrinal in nature. The *Fair Trading Act* (1973) established the institution of the Director General of Fair Trading, while the *Consumer Credit Act* (1974) laid the foundations of modern regulation of credit agreements. Particularly significant is the *Unfair Contract Terms Act* (1977), which introduced the so-called "reasonableness test" as a criterion for assessing the validity of clauses excluding or limiting liability, a development that later influenced the European standard.[30] In case law, Lord Denning, through a number of judgments, affirmed the need for the law to adapt to the interests of the "little people", thereby influencing the acceptance of the doctrine of protecting the weaker party in contract law.[31]

The Netherlands: The Netherlands is also one of the countries whose contribution to the development of European consumer law deserves mention. Specifically, when implementing Directive 93/13, it was the first to apply a methodological approach that was more than a mere technical innovation. Namely, Directive 93/13 contains, in its Annex, a list of contractual terms that serve as examples of potentially (indicatively) unfair clauses. The Netherlands was the first to translate this into a binding "black list" and "grey list" in the Dutch Civil Code (Burgerlijk Wetboek, Articles 6:236 and 6:237), whose original version was enacted in 1992. This method of transposing the list of unfair terms by creating a clear normative instrument for consumer protection later served as a practical model for the implementation of Directive 93/13 in other national legislations.[32] The role of the Netherlands in this context is also reflected in the significant contribution of consumer organizations, such as Consumentenbond, founded as early as 1953, as well as the participation of Dutch consumer organizations in the establishment of BEUC in 1962. In this way, it can be said that the Dutch contribution is also evident in the stronger articulation of the consumer voice in European policy.[33] In legal doctrine, Ewoud Hondius, in his works (European Consumer Law, Dartmouth 1993), systematized European consumer law and emphasized the necessity of harmonizing national rules in order to protect the collective interests of consumers.

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[29] See: Norbert Reich, *Understanding EU Consumer Law*, Intersentia, 2016, 42–45.

[30] See in more detail: Iain Ramsay, *Consumer Protection: Text and Materials*, Oxford University Press, 1989, 101–110.

[31] Lord Denning, *The Discipline of Law*, Butterworths, 1979, 208–213.

[32] See: Arthur S. Hartkamp, *Contract Law in the Netherlands*, Kluwer, 2011, 112–118.

[33] See in more detail: Geraint Howells and Thomas Wilhelmsson, *EC Consumer Law*, Ashgate/Dartmouth, 1997 (published 2017 by Routledge).

The Scandinavian countries: The contribution of the Scandinavian countries,[34] is reflected in the creation of the institution of the Consumer Ombudsman, a specialized ombudsman with a well-established tradition precisely in these countries. In this regard, Sweden stands out in particular. Just as the first (general) ombudsman was introduced as an institution in Sweden in 1809[35], it is therefore not surprising that the first Consumer Ombudsman was also introduced in this very country in 1971.[36] As the other Scandinavian countries later followed Sweden's example,[37] the literature commonly refers to this specialized ombudsman as the Scandinavian Consumer Ombudsman. This term does not denote a single institution for all Scandinavian countries, but rather the Scandinavian model of the consumer ombudsman. The model of a specialized consumer ombudsman, distinguished by its integration of public-law enforcement with preventive consumer protection, represented a significant institutional innovation at the time of its inception. Beyond its immediate function, it contributed to the broader recognition of the necessity for collective consumer protection and systematic market oversight. In Sweden, Finland, Denmark, and Norway, the consumer ombudsman operates as a public authority, appointed by parliament and financed from the state budget, with its core mandate being the supervision of legal compliance in the marketplace and the promotion of sound business practices among providers of goods and services.[38]

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[34] Sweden, Norway, and Denmark.

[35] The Ombudsman as an institution was first introduced in Sweden by the Constitution of 1809, followed by Finland in its 1919 Constitution, then in Denmark in 1953, and in Norway in 1962.

[36] In Sweden, the Consumer Ombudsman – Konsumentombudsmannen – was established in 1971 and was later integrated in 1976 into the Konsumentverket as the supervisory authority.

[37] In Norway, the Consumer Ombudsman was established in 1972. In Denmark, the Danish Competition and Consumer Authority (previously: the Danish Consumer Agency) serves as the body responsible both for market supervision in terms of competition law and for consumer protection – an institutional arrangement that is nowadays frequently encountered in other countries as well. See: *https://en.kfst.dk/*. Information about the Danish Consumer Ombudsman is publicly available on their website: *https://forbrugerombudsmanden.dk/consumer-ombudsman*, 4. 5. 2026. Similarly, in Finland there is the Finnish Competition and Consumer Authority (*https://www.kkv.fi/en/*, 4. 5. 2026.), as a body established in 2013 through the merger of Finish Competition Authority and Finish Consumer Agency.

[38] For that reason, these consumer ombudsmen do not deal with specific individual consumer claims and, as a rule, do not resolve consumer disputes. Rather, their primary role is the protection of the collective interests of consumers. An exception is the Finnish Consumer Ombudsman, who may assist an individual consumer where a matter of general consumer interest or an important aspect of consumer protection policy is involved. For a more detailed overview of specialised bodies dealing with individual consumer complaints and disputes (such as the National Consumer Disputes Board), see: Katarina Ivančević, ,"Specijalizovani ombudsman za zaštitu potrošača", *Pravo i privreda*, br. 4–6, Beograd, 2013, 344.

The previously described national roots, which involved the creation of models based on national legal traditions, were marked by mutual influences and interactions that were later further developed through the establishment of a supranational European framework of values, norms, and institutions.

THE CONTRIBUTION OF BEUC TO THE DEVELOPMENT OF EU CONSUMER PROTECTION

BEUC (Bureau Européen des Unions de Consommateurs – The European Consumer Organisation) has played an important role in creation and development of the EU consumer protection system. BEUC was created in 1962 as the umbrella organisation of national consumer associations in Europe. When viewed in the historical context of European integration, it is evident that BEUC was established precisely at the moment when the common European market was acquiring its institutional and legal framework. From that period onwards, in parallel with the institutional processes and the development of the EEC, and later the EU, BEUC continuously developed mechanisms through which it influenced the adoption of European legislation and the final form of legal rules; a role it still plays today. BEUC has been actively involved in consultation processes, working groups, and public discussions concerning various proposals and initiatives, thereby contributing to the shaping of EU directives and consumer protection policy.[39] Through its activities aimed at shaping the legal framework of consumer protection in the EU, BEUC has primarily cooperated with the European Commission, gradually becoming one of the key institutional stakeholders in the development of EU consumer policy. Such a status, particularly within DG JUST and DG SANTE, has enabled BEUC to exert considerable influence on the process of shaping the EU normative framework.

Through various campaigns, public information activities, and press releases, BEUC has exerted and continues to exert significant influence on the general public and public opinion. Its legitimacy stems from the fact that BEUC represents the interests of more than 45 national consumer associations from 30 countries, also acting as a coordinator. Essentially, BEUC has rightly been recognised as a representative and legitimate advocate of consumer interests before the EU institutions.

[39] For a more detailed analysis of the original archival materials preserved in the Historical Archives of the European Union in Florence relating to BEUC's activities, analyses, research, campaigns, proposals and public communications, see the relevant section of this article: Slobodan Vukadinović, "Arhivski uvidi u nastajanje i razvoj sistema zaštite potrošača u Evropskoj uniji", *Zbornik radova sa Savetovanja o aktuelnim i spornim pitanjima savremenog prava* (ur. Miodrag Orlić), Udruženje pravnika Srbije, Budva, 2025, 650–657.

During its decades-long activities in the field of consumer protection in the EU, BEUC has played an important role in promoting and affirming a number of fundamental principles and values that are today regarded as firmly established within EU consumer law. These include, for example: the principle of transparency,[40] the right to information (today referred to as pre-contractual information), the right to consumer education, the collective protection of consumer rights (today known as representative actions), and market supervision. When the development of consumer protection in the EU is considered as a whole, it becomes clear that the current system and legal framework of EU consumer protection, widely regarded as one of the most developed in the world, would not have reached its present level without the continuous contribution of BEUC.[41]

THE CONCEPT OF THE CONSUMER AS A POLITICAL CATEGORY AND THE CONSTITUTIONALISATION OF CONSUMER PROTECTION

Although the term "consumer" as a conceptual category was not expressly recognised in the Treaties of Rome (1957), the subsequent development of the EU internal market gradually led to the emergence of the notion of the consumer within EU law and policy. In its later development, this notion, together with the growing importance of the consumer as a distinct category, became an integral and essential part of the broader political context of European integration. This development demonstrates that, throughout the historical evolution of European integration, the concept of the consumer acquired not only a normative and institutional dimension, but also a broader value-based and strategic significance. The historical reasons for introducing a distinct category (today the "consumer") into the citizen–trader relationship lie in the recognition of the need to rebalance contractual relations where it became evident that one party (the consumer) was weaker. In this sense, consumer protection began to develop as a reaction to market imbalances. This development must be linked to the historical context of the 1970s, when consumer policy began to be shaped as part of the social dimension of European integration, gradually giving the notion of the "consumer" a broader political dimension.[42] After that,

[40] For a more detailed analysis of the development of the principle of transparency, particularly within consumer law, see: Slobodan Vukadinović, Katarina Jovičić, ,"Razvoj transparentnosti u javnom i privatnom (ugovornom) pravu: od zahtjeva ka načelu", *Zbornik Pravnog fakulteta Sveučilišta u Rijeci*, br. 3, Vol. 45, Rijeka, 2024, 595–607.

[41] BEUC Annual Reports are available at: *www.beuc.eu*.

[42] See the 1975 Programme.

the consumer came to be increasingly recognized as a party to a legal relationship in need of special protection. This led to the adoption of the first EU directives in the fields of contract law, product labelling, and unfair competition, thereby incorporating consumer protection into the EU's regulatory agenda.

The notion of the consumer was then gradually shaped and established as a legal concept, which today is regularly recognized and included not only in directives but also in the legislation of the Member States. Beginning in the 1980s, and particularly in the directives adopted during the 1990s and 2000s, the concept of "consumer" was legally defined in such a way that *"consumer" means any natural person who is acting for purposes which are outside his trade, business or profession.*[43]

The legal definition of the consumer aims to ensure specific legal protection for this category of market participants, which means that it is interpreted and applied uniformly throughout the internal market of the EU. In this way, the notion of the consumer also becomes a political instrument for the internal integration of the EU. Thus, the consumer evolved not only into a distinct legal category within the market, but also into a subject of special protection under EU law.

The recognition of the consumer category in political, value-based and legal terms contributed to the development of a socially responsible market, strengthened the legitimacy of European institutions in the eyes of citizens, fostered mutual trust, and represented a strategic response to the ongoing processes of globalization and digitalization.

Although economic and social reasons lay at the foundation of the need to single out this category, the concept of the "consumer" as a political category is no longer merely a participant in trade or the market – it has grown to mean much more. Over time, the consumer has become a concept designating the EU citizen with rights guaranteed at the EU level. This means that the consumer has increasingly become a category protected through public policy and EU fundamental rights: the right to information, the right to health, and the right to privacy; in the contemporary context, these are further complemented by digital rights and sustainability. Thus, the political dimension of the consumer implies the recognition that the consumer is a holder of interests protected through the activities of European institutions, including the European Parliament and the European Commission, as well as partner organizations such as BEUC. In this way, with the strengthening and intensification of the European integration process, and as the EU gradually expanded and consolidated its legal and political framework, the notion of the consumer

[43] Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21. 4. 1993, 29–34), Article 2 (b).

assumed an increasingly important role as part of the broader concept of "European citizenship". In this context, it is important to emphasize that consumer protection has become part of the EU's fundamental rights, formally enshrined in Article 38 of the Charter of Fundamental Rights of the EU. The process described above at the EU level can also be connected to the constitutionalization of consumer protection within the Member States, whereby consumer protection began to be guaranteed in constitutional laws and constitutions as the highest general legal acts within national legal systems.

Alongside the developments outlined above, attention should also be drawn to the gradual extension of protective mechanisms traditionally associated with consumer law to certain categories of weaker professional actors, particularly micro-enterprises, self-employed persons and small businesses. In contemporary European private law, it is increasingly recognised that certain professional market participants may also constitute structurally weaker contracting parties, which has gradually resulted in the extension of certain concepts and protective standards developed within consumer law to such categories of market participants.[44] At the same time, consumer law has exercised a broader transformative influence on general contract law, especially within the European legal order, increasingly reshaping traditional contract law through concepts, standards and protective mechanisms originally developed within consumer law.

The development of the digital market has increasingly challenged the traditional binary distinction between consumer and trader in EU law, giving rise to more functional and flexible approaches to the notion of consumer. In digital environments, individuals frequently operate simultaneously as users, content providers, sellers, or data subjects, thereby moving beyond the traditional model of the passive consumer and assuming hybrid or active market roles. At the same time, the digital transformation of consumer law has reinforced the broader 'citizen dimension' of consumer protection, linking it not only to market participation and economic interests, but also to values such as autonomy, digital fairness, freedom of expression and fundamental rights protection.[45] In this sense, contemporary developments increasingly position the consumer not merely as an economic actor within the internal market, but also as a broader political and constitutional category within the evolving digital legal order.

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[44] On the shift from consumer law towards the broader concept of user protection, see: Norbert Reich, Hans-W. Micklitz, Peter Rott, Klaus Tonner, *European Consumer Law*, Intersentia, Cambridge–Antwerp–Portland, 2014, 2nd edition, 52–53.

[45] Petra Weingerl, "The notion of consumer in EU law: between traditional concepts and digital realities", *ERA Forum*, Vol. 27, 2026, Springer, 110–122.

KEY MILESTONES IN THE DEVELOPMENT OF THE CONSUMER AS A LEGAL AND POLITICAL CATEGORY IN THE EU

The gradual development of the consumer as a legal and political category within the EU can be traced through several key historical moments and legal instruments. When examining the historical development of consumer protection and the evolution of the consumer as a legal and political category within the EU legal order, four key historical moments may be identified:

(1) 1975: First Consumer Protection and Information Policy Programme. The historical significance of this document lies in the fact that it represents the first programme of the then EEC that explicitly defined the consumer as a social and political category. This programme marked the beginning of the gradual development of a systematic EU consumer protection policy. In this programme, the consumer was recognized not only as the weaker party in the market, but more than that: as a citizen with legitimate expectations from a common European policy. This document acknowledged five basic rights of consumers: the right to health and safety, the right to information, the right to choice, the right to representation, and the right to legal protection. Through this programme, the consumer was recognised for the first time as a category entitled to protection at the Community level.

(2) 1986: Single European Act (SEA). This was the first revision treaty to incorporate consumer protection into the foundations of the common policies of the European Communities. Its historical importance lies in the fact that the consumer thereby entered primary law as both an objective of the single market and as a measure of social balance. Specifically, former Article 100a (now Article 114 TFEU) contained the rule that the internal market must take into account a high level of consumer protection. This represented an important form of institutional recognition of consumer protection, after which the Commission began to adopt strategic consumer programmes every five years.

(3) 1992: Maastricht Treaty (TEU). This treaty is historically significant because it established the consumer as an independent (political) subject of European policy, further strengthening the position of the consumer as a Union citizen with rights within the framework of the single market. Consumer protection thus became an explicit competence and objective of the EU. Specifically, Article 129a (now Article 169 TFEU) provided that the Union shall contribute to achieving a high level of consumer protection, which meant that consumer protection was determined as one of the Union's objectives.

(4) 2000: Charter of Fundamental Rights of the EU. The Charter is historically significant because it elevated consumer protection into the corpus of fundamental rights of EU citizens, thereby reinforcing the political and constitutional

dimension of the concept of the consumer within EU law. Specifically, Article 38 contains the legal rule: "Policies of the Union shall ensure a high level of consumer protection." With the entry into force of the Lisbon Treaty in 2009, the Charter – and therefore also the provision on consumer protection – acquired binding force as part of primary law.

CONCLUSION

The historical development of consumer protection within European integration (and today within the European Union) is characterized by several key features: (1) a gradual legal evolution, beginning with the initial absence of the notion of the consumer in the Treaty of Rome, and culminating in the recognition of the consumer as a constitutional category accompanied by constitutional guarantees of consumer protection; (2) the gradual constitutionalization and political recognition of the consumer as a citizen of the Union; (3) changes in perception and awareness of the consumer, which led to the establishment and strengthening of an institutional and normative framework through the adoption of specific directives, programmes, and the creation of specialized bodies; (4) the significant influence of consumer associations, particularly the umbrella organization BEUC; (5) the continuous adaptation of consumer protection to market developments and new challenges, including digitalization, the green transition, and globalization.

The concept of the consumer, originally understood as a market participant, was primarily framed within a social context. However, with the progress of European integration, the consumer has evolved into a legal and political category and a construct symbolizing the political values and democratic legitimacy of the European Union. This evolution entails the direct protection of the interests of the EU citizen-consumer in everyday life. Today, the notion of the consumer in the EU is closely associated with that of the EU citizen. From a historical perspective, 1975 stands out as the turning point when the consumer can be said to have become a political category within the EU. That year, the First Consumer Protection and Information Policy Programme was adopted, marking the first formal recognition of consumer protection as part of the social policy of the then European Economic Community – an event regarded as the beginning of the political concept of consumer protection. From that point onwards, the consumer as a legal, political, and social category has represented both a value and an instrument of further European integration, aimed at ensuring equal legally recognized and legally protected rights throughout the EU. Following 1975, three further milestones in the recognition and affirmation of the consumer as a political category can be identified in the historical development of European integration: 1986, with the adoption of the Single

European Act, which enshrined consumer rights as a means of achieving market balance; 1992, with the Maastricht Treaty, through which the consumer became a political subject; and 2000, with the proclamation of the Charter of Fundamental Rights and its subsequent binding force (as part of primary law) following the entry into force of the Lisbon Treaty in 2009.

Such an examination of the historical development of consumer protection in the EU reveals its defining feature: the gradual institutionalization and political-conceptual elevation of the consumer as a subject of European law. The notion of the consumer, initially tied to the role of a market participant within the framework of economic integration, evolved through a social dimension, and ultimately reached its full profile within the political conception of the European Union, namely through the addition of the civic dimension.

Consumer protection today contributes both to the functioning of the (single) market and to the development of competition. It can be said that market participants (companies) increasingly compete in terms of the care they provide to consumers. Companies seek to present themselves accordingly and send such a message. This chain reaction, as well as market development itself, drives companies to reconsider how to improve their relationship with consumers and how to manage consumer satisfaction. In modern conditions, there is a clear understanding that an informed consumer – one who feels secure and has confidence that his or her rights will be reliably and effectively enforced – will engage in more market activity (purchases), and the market directly depends on consumers. By recognizing the importance of such a consumer for both company growth (and thus for the market as a whole) and market share, companies' approaches to the contemporary market and competition have changed. This is evident in the structure and names of organizational units within companies, which increasingly include dedicated Customer Care Departments as well as compliance officers.

The recognition of the constitutional significance of consumer protection has led to the process of its constitutionalization, whereby modern constitutions generally contain specific and explicit provisions stating that the state protects consumers. In addition, cross-border transactions have given rise to the beginnings of international consumer law. For the time being, this process develops mainly through the possibility of harmonization (though not yet unification), and predominantly by means of soft law instruments, in the absence of an international convention thus far.

In addition, when examining the development and especially the roots of the creation of the European system of consumer protection, it is necessary to take into account certain national facts, namely to recognize that there were specific national impulses as well as the formation of particular national models, so that the European

model, as a supranational one, also represents a form of convergence of different national solutions based on the respective traditions of the Member States. For example, Germany comprehensively regulated the normative framework through a special law on general terms and conditions, thereby emphasizing the importance and necessity of controlling standard contracts as well as the concept of significant imbalance. France affirmed a public law approach and codification. The United Kingdom introduced the criterion of reasonableness. The Netherlands offered the technique of binding lists of unfair terms when transposing Directive 93/13, while the Scandinavian countries developed the model of a consumer (specialized) ombudsman. Through mutual influence and interaction, there was gradually an approximation and alignment, so that these various national impulses were consolidated in the first European Consumer Protection Programme of 1975, and later codified in the key directives adopted with the aim of consumer protection. This process and influence are explained in the paper on the example of the emergence and roots of the solutions that were subsequently embodied in Directive 93/13/EEC. The consideration of national contributions shows that European consumer law, in its origins and essence, represented both the harmonization and interaction of national traditions, which were then upgraded and further developed at the supranational (European) level.

Ultimately, the historical development of EU consumer protection confirms the transformation of the consumer from a purely market-oriented notion into a broader legal, political and constitutional category within the EU legal order.

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NASTANAK POTROŠAČA KAO PRAVNE I POLITIČKE KATEGORIJE U PRAVU ZAŠTITE POTROŠAČA EVROPSKE UNIJE

Rezime

Rad ispituje istorijski razvoj zaštite potrošača u okviru evropskih integracija i analizira nastanak potrošača kao pravne i političke kategorije u pravu Evropske unije. Polazi se od hipoteze da zaštita potrošača prvobitno nije bila zamišljena kao samostalan cilj Evropske ekonomske zajednice, već da se postepeno razvijala kao funkcionalna posledica uspostavljanja i jačanja unutrašnjeg tržišta. Kroz proces evropskih integracija zaštita potrošača evoluirala je od tržišno orijentisanog i refleksnog mehanizma do samostalne politike Evropske unije i, konačno, do ustavne i političke kategorije unutar pravnog poretka EU. Istraživanje se zasniva na pravnoistorijskom, uporednopravnom i pravnodogmatskom metodu, uz neposredno arhivsko istraživanje sprovedeno u Istorijskom arhivu Evropske unije (HAEU) i Evropskom univerzitetskom institutu (EUI). Analiza pokazuje da je rani razvoj zaštite potrošača

u okviru Evropskih zajednica bio pretežno reaktivan i uslovljen praktičnim problemima, pre nego što je postepeno prerastao u koherentan nadnacionalni okvir politike zaštite potrošača. Posebna pažnja posvećena je doprinosu ključnih ugovora Evropske unije, programa i strateških dokumenata, kao i uticaju nacionalnih pravnih tradicija i modela na oblikovanje evropskog sistema zaštite potrošača. Takođe se razmatra uloga organizacije BEUC, kao i postepena konstitucionalizacija i političko priznanje potrošača unutar pravnog poretka Evropske unije. Rad zaključuje da se savremeni pojam potrošača u pravu Evropske unije više ne može razumeti samo kao tržišni učesnik, već kao šira pravna, politička i ustavna kategorija, usko povezana sa evropskim građanstvom, osnovnim pravima, digitalnom transformacijom i demokratskim legitimitetom Evropske unije.

Ključne reči: evropske integracije, Evropska unija, zaštita potrošača, jedinstveno tržište, unutrašnje tržište, osnovna prava, BEUC, potrošač.

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