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Contents

Editorial Words

Dear Readers,

Welcome to the 27th volume, first issue of the ASEJ Scientific Journal of Bielsko-Biala School of Finance and Law. In this number, editorial board present a diverse range of articles that delve into pressing topics within the realms of economics, finance, law, and security. These articles shed light on various aspects of contemporary society and offer valuable insights into the challenges we face today.The first article by Medani P. Bhandari, titled "The Corruption: A Chronic Disease of Humanity: Causes, Effects, and Consequences," examines the pervasive issue of corruption and its profound impact on societies worldwide. Following that, Stanisław Ciupka explores the "Ethical Dilemmas of Contemporary Business," addressing the complex moral challenges faced by companies in the modern business landscape. Michał Comporek's article, "Levels of Reported Financial Result and the Scope of Accrual-Based Earnings Management," focuses on the practices of earnings management within public companies in the clothing industry, providing exemplification studies to illustrate the phenomena. Justyna Fibinger-Jasińska's contribution, "Judicial Review of Illegal Clauses in Consumer Loan Agreements," delves into the legal aspects of consumer protection and the role of the judiciary in scrutinizing loan agreements for potential unfair clauses. Wojciech Jakubiec examines the intricacies of money laundering and its selected security issues in "The Essence of Money Laundering – Selected Security Issues," shedding light on the challenges faced in combating this criminal activity. Radoslaw Koper explores the exclusion of freedom of expression during interrogations and the irregularly obtained evidence, focusing on Article 168a CCP, in "Irregularly Obtained Evidence (Article 168a CCP) in the Aspect of Exclusion of Freedom of Expression of Interrogated Individuals." "The Emotional Surge Impact on the Formation of a Personal Brand as an SMM Product" by Kateryna Kalynets, Yevhen Krykavskyy, Petecki Ignacy, Sylwia Nycz-Wojtan examines the influence of emotional surges on the formation of personal brands, specifically within the realm of social media marketing (SMM). Aleksander Sapiński's article, "The Importance and Challenges of Information Security in the Digital Age: Analysis of the Current Situation and Prospects for Development," analyzes the current state of information security in the digital age, highlighting its significance and outlining the challenges that lie ahead. Lastly, article by Mariola Adamiec-Witek, which sheds new light on the issue of the conduct of proceedings before common courts with the participation of jurors.

I hope that this issue of the ASEJ Scientific Journal of Bielsko-Biala School of Finance and Law provides valuable insights and stimulates further research in the fields of economics, finance, and law. I extend my gratitude to the authors for their contributions and commend the rigorous academic scholarship demonstrated in their work.

prof. dr Ihor Halystia
Editor of the ASEJ, Issue 1, Volume 27, 2032.

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Judicial review of illegal clauses in consumer loan agreements

Justyna Fibinger-Jasińska[1]

[1]Bielsko-Biala School of Finance and Law
Poland

***Abstract*— The Consumer Credit Act of 12 May 2011 introduced, with effect from 11 March 2016, Article 36 a 1, which specifies the maximum amount of non-interest credit costs. The maximum amount of these costs is calculated according to a formula (Article 36a (1)), and additionally, these costs over the entire duration of the credit may not be higher than the total amount of credit (paragraph 2). On the other hand, with effect from 30 May 2010, Article 304 CC was amended to include new paragraphs 2 and 3-2, aimed at protecting the consumer from excessive benefits in loan agreements. According to the author of the article, the provisions aimed at protecting the consumer against unfair practices of lending entrepreneurs are insufficient and, despite the implementation of Directive 93/13/EEC, do not provide sufficient consumer protection. Therefore, the court deciding the case should always ex officio examine whether contractual provisions constitute prohibited clauses.**

Keywords— consensum protection, illicit clauses, loan agreement, law civil law, criminal law

I. INTRODUCTION

In the Act of 12.05.2011 on consumer credit, Article 36a (Article 36a added by the Act of 5.08.2015. (Journal of Laws of 2015, item 1357), which entered into force on 11.03.2016), which determines the maximum amount of non-interest credit costs. The maximum amount of these costs is calculated according to a formula (Article 36a (1)) and, in addition, these costs over the entire loan period may not be higher than the total amount of the loan (paragraph 2). On the other hand, new paragraphs 2 and 3 were introduced into Article 304 CC with effect from 30.05.2020 (Article 304 designation of paragraph 1 and paragraphs 2 and 3 added by the Act of 14.05.2020. (Dz.U. of 2020, item 875), which entered into force on 30.05.2020), aimed at protecting the consumer from excessive benefits in loan agreements. It is important to consider whether the regulations introduced are sufficient to ensure effective protection of the condemnation and whether the court, under its discretionary judicial power, can declare ex officio that the costs of granting a loan are excessive, constitute exploitation of the consumer and thus constitute contractual prohibited clauses. Which in turn makes the consumer not bound by them, even though they do not violate the standards of Article 36a of the Consumer Credit Act and do not constitute an offence under Article 304 § 2 or 3 CC. A loan agreement is a contract as defined in Article 720 § 1 CC. A consumer credit agreement, on the other hand, is understood to be an agreement on credit in an amount not exceeding PLN 255,550 or the equivalent thereof in a currency other than the Polish currency, which the creditor, within the scope of its business activity, grants or promises to grant to the consumer (Article 3(1) of the Consumer Credit Act). The provisions of the Consumer Credit Act implement Directive 2008/48/EC. This directive harmonises national legislation on the granting of consumer credit. This harmonisation is complete, which means that, in principle, Member States are not allowed to introduce solutions different from those provided for in the Directive, even if they are aimed at stronger consumer protection (Grochowski&Mikłaszewicz 2020).

II. MAIN LAW ANALYSIS

In a consumer credit agreement, in addition to interest, which is to constitute remuneration for the use of the capital (capital interest within the meaning of Article 359 of the Civil Code) and interest in the event of delay in repayment (Article 481 of the Civil Code), so-called "non-interest credit costs" may also be stipulated.

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The definition of non-interest credit costs cannot be established in isolation from the definition of the total cost of credit, which is taken from Article 3(g) of Directive 2008/48/EC (Stanislawska 2018). According to Directive 2008/48/EC, the total cost of the credit to the consumer means all the costs, including interest, commissions, taxes and any other fees which the consumer is required to pay in connection with the credit agreement and which are known to the creditor, except for notarial costs; also included are the costs of ancillary services relating to the credit agreement, in particular insurance premiums, if, in addition, the conclusion of a service contract is compulsory in order to obtain the credit or to obtain it on the terms and conditions offered. However, the non-interest charges for credit are not defined in the framework of the Directive. Therefore, it should be agreed that non-interest costs should mean all non-interest charges that the consumer is obliged to pay in connection with the consumer credit agreement, and this interpretation of the definition of non-interest costs of credit allows for consistency as to the meaning of the various concepts of the Act relating to consumer credit costs (Stanislawska 2018,).

Thus, non-interest costs of credit will be, in particular, all fees, e.g., commissions, preparation fees, fees for servicing the loan at home, fees for deferring the payment of instalments, fees for sms packages, costs of establishing collateral, including insurance. However, they will not include interest - neither capital nor late interest.

Article 36a of the Consumer Credit Act provides a formula for calculating the maximum non-interest costs of a loan. In addition, the non-interest costs over the entire duration of the loan cannot be higher than the total amount of the loan. For example, if a loan of PLN 6,500 was granted for 36 months in instalments payable monthly (this equates to 1107 or 1106 days), according to the formula, non-interest costs could not exceed PLN 7,539.10. Therefore, in the contract, the maximum costs could be the amount of 6,500 non-interest costs plus the maximum capital interest (10%). Therefore, if the maximum costs allowed under Article 36a are included in the contract, the consumer may be obliged to repay more than twice the amount of the consumer credit taken out.

The question arises as to whether, since the calculated non-interest costs, most often in the form of a commission, are in line with the wording of the applicable Article 36a of the Consumer Credit Act and are additionally expressly indicated in the agreement, the court may dismiss the action with regard to these costs ex officio, finding that they constitute an excessive burden on the consumer and thus constitute prohibited clauses in the agreement.

The answer to this question must be given by interpreting EU consumer protection legislation. Council Directive 93/13/EEC of 21.4.1993 on unfair terms in consumer contracts was implemented into the Polish legal order by amending Article 3851 of the Civil Code on 1.7.2000. Pursuant to Article 7(1) of Directive 93/13/EEC, Member States shall, in the interests of both consumers and competitors, take appropriate and effective measures to prevent the continued use of unfair terms in contracts concluded by sellers or suppliers with consumers. In contrast, Article 6(1) of Directive 93/13/EEC indicates that Member States shall provide that unfair terms in contracts concluded by sellers or suppliers with consumers shall not be binding on the consumer under national law and that the contract shall continue to be binding on the parties for the rest of the contract, where this is possible after the unfair terms have been excluded from it. Directive 93/13EEC is effective *erga omnes* and binding on all courts of the EU Member States. Therefore, it would have to be presumed that the issuance of a ruling by a national court that is inconsistent with the interpretation given would result in the ruling being defective (Fibinger-Jasińska 2020).

The Court of Justice of the EU has indicated that Article 1(2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that a contractual term which fixes the total non-interest cost of credit in accordance with a maximum ceiling provided for by a national provision, without necessarily taking into account the actual costs incurred, is not excluded from the scope of that directive(CJEU judgment of 26.03.2020, C-779/18).

In contrast, according to the Opinion of the Advocate General (Opinion of 2 April 2020, C-84/19), Article 3(1) of Directive 93/13/EEC must be interpreted as meaning that, in a non-negotiated credit agreement, a clause does not give rise to a 'significant imbalance' solely because it establishes an obligation to pay a charge, other than interest, and that charge may serve as a means of passing on the seller's or supplier's overheads to the consumer. Rather, such unfairness within the meaning of Directive 93/13/EEC is only established if, firstly, the total price to be paid is not transparent, in particular because of the existence of excessive price clauses, which opens up the possibility of an assessment of fairness exceptionally permitted by Article 4(2) of Directive 93/13/EEC, and, secondly, the total price is manifestly excessive.

It can be implicitly concluded from the above opinion that there is the possibility to undertake an ex officio examination of whether the non-interest credit is overpriced. Thus, even if these costs formally do not exceed costs within the meaning of Article 36 a UKK, it is possible to apply the provision of Article 3851 § 1 KC to these costs.

When justifying the bill introducing Article 36a, it was indicated that an entrepreneur granting a loan for a longer period of time should derive his remuneration from the interest rate of the loan, whereas the other costs imposed on the borrower should reflect the real costs incurred by the entrepreneur (Form no. 3460, sejm.gov.pl). It follows, therefore, that the lender is not in every situation entitled to charge maximum non-interest costs but should provide calculations as to why such costs have been charged to the consumer.

The view that the formula for calculating non-interest charges establishes a maximum, and not a universally applicable, level of additional costs should be shared. The formula provided by the Act cannot constitute a means of circumventing the provisions on maximum interest by adding to the repayment amounts unjustified and unrelated additional charges that are not reflected in the actual costs incurred by the

lender. This formula also does not prevent the assessment of the provisions of the agreement charging the consumer with costs in terms of the regulation of Article 3851 of the Civil Code (judgment of the District Court in Żywiec of 6.7.2018, I C 384/18).

Article 3851 § 1 KC makes use of general clauses. The prerequisites for abusiveness are a breach of good practice and a gross infringement of consumer interests. These terms are of an evaluative, undefined nature. In the specific case, the court will therefore be obliged to analyse whether the contract contains prohibited clauses.

In order to assess whether there is a breach of morality (breach of good faith in the objective sense pursuant to Directive 93/13/EEC), it is relevant whether a trader treating the consumer in a fair and equitable manner could reasonably expect that the consumer would have agreed to the disputed provision of the template through individual negotiations (CJEU judgment of 14.3.2013, Aziz, C-415/11, EU:C:2013:164, paragraph 69; CJEU judgment of 26.1.2017, C-421/14, EU:C:2017:60, paragraph 60). On the other hand, when assessing whether there has been a gross breach of consumer interests, it is necessary to take into account the dispositive norms that would determine the content of the legal relationship between the parties in the absence of a decision to the contrary. It must therefore be examined to what extent the contract concluded places the consumer in a less favourable situation than would result from the said dispositive provisions (CJEU judgment: of 14.3.2013, Aziz, C-415/11, EU:C:2013:164, paragraph 68; CJEU judgment of 26.1.2017, C-421/14, EU:C:2017:60, paragraph 59).

When examining whether a given provision of a contract constituted a so-called abusive clause, it is first necessary to examine what is the nature of the reservation in the contract of an additional remuneration, i.e., e.g., a loan commission.

First and foremost, therefore, a distinction should be made between what in the loan agreement in question between a trader and a consumer is the main consideration of the parties and what is ancillary.

It should be assumed that in most agreements of this type, the main consideration on the part of the lender is the granting of a consumer loan to the other party for a certain amount, while the main consideration of the borrower, who is a consumer, is the repayment of the obligation under the loan agreement in accordance with the terms provided for in the agreement. It should be assumed that the provision of the agreement concerning additional, commission-based remuneration of the so-called non-interest costs of the loan is an incidental provision, not relevant to the *essentialia negotii* of the loan agreement, within the meaning of Article 720 § 1 of the Civil Code. The Court of Justice of the European Union (CJEU judgment of 23.04.2015, C-96/14) indicated that contractual terms falling within the concept of the 'main subject matter of the contract' within the meaning of Article 4(2) of Directive 93/13EEC are to be regarded as those which define the essential performance of the contract in question and which therefore characterise the contract (CJEU judgment 3.06 2010, C 484/08, EU:C:2010:309, para. 34; CJEU judgment, 30.04.014. C-26/1 EU:C: 2014:282, paragraph 49). On the other hand, terms which exhibit an ancillary nature to those which define the very essence of the contractual relationship cannot be covered by the concept of 'main subject matter of the contract' within the meaning of that provision (CJEU judgment, 30.04.014. C-26/1 EU:C: 2014:282, paragraph 50; CJEU judgment of 26.02.2015. C 143/13, EU:C:2015:127, paragraph 54).

On the other hand, provisions on additional remuneration, such as commissions, origination fees, fees for online or SMS loan servicing, home loan servicing fees, deferred payment fees and loan insurance, should be regarded as additional contractual provisions (*accidentalia negotii*).

It should be borne in mind that the imposition of an obligation on the consumer to pay a commission is routinely used in loan agreements concluded with consumers by professional loan providers. On the other hand, the trader should indicate in the contract exactly what costs are associated with the reservation of a commission. The position should be shared that the burden of proof to demonstrate in court proceedings that there were reasonable grounds for charging any costs to the consumer rests with the trader, and in order to effectively charge the consumer with the costs of concluding the agreement, it is first necessary to include precise provisions in the content of the agreement, specifying the type and amount of costs related to the conclusion of the agreement, and then at the stage of court proceedings the factual circumstances proving that certain costs related to the conclusion of the agreement were actually incurred should be raised(Judgment of the District Court in Żywiec of 6.7.2018, I C 384/18).

If, on the other hand, a commission is stipulated in the agreement, but without specifying what costs were actually incurred by the lender, then such a provision is an additional remuneration of the entrepreneur for granting the loan agreement and may lead to circumvention of the provisions on maximum interest (Article 359 §21 of the Civil Code,). In such a case, the provision on commission/commission remuneration is invalid pursuant to Article 58 § 3 of the Civil Code, because a legal act that is contrary to the act or intended to circumvent the act is invalid (58 § 1 of the Civil Code).

Other prohibited provisions in agreements with consumers include, for example, the reservation of remuneration for sending text messages reminding of the payment of instalments, if these fees are too high. Such a provision is not per se contrary to the interests of the consumer, provided that these fees are not reserved in isolation from the actual costs to be incurred by the lender, e.g. if the agreement was concluded for 48 months and the entrepreneur was to send approximately 96 text messages, the reservation of a fee for this in the amount of PLN 96, given that the cost of a text message could amount to PLN 1, would not be an excessive burden on the consumer and would not constitute an unlawful contractual clause.

Provisions may be found in loan agreements indicating that, for a fee, the consumer may be given the option of deferring payment of one or more instalments or obtaining a reduction in instalments. In this case, as above, such a provision is not in itself an illicit clause in the loan agreement, but the cost of such a service should be commensurate with the benefit obtained.

The recovery of these costs should, however, only be possible after the borrower has actually made use of the service and should not be pursued in court proceedings whenever such a provision is made in the contract and the consumer has not actually made use of such an option.

Costs for a package of services, including servicing of the loan at home, stipulated in some loan agreements, may also be questionable. This option usually consists of the repayment of the loan instalments by the representative collecting the loan instalments paid by the customer at the customer's place of residence and delivering the total amount of the loan in cash to the customer's home. There is no obstacle to making such a stipulation in the contract, however, the fee for such a service should reflect the actual costs incurred by the trader for this. Therefore, if no such costs were incurred because the borrower did not repay the loan at all, they cannot be claimed from the consumer in their entirety, despite the reservation. The costs actually incurred can be claimed in court proceedings. For example, if the lender's representative only visited the consumer once, the costs for travel and the representative's time can be claimed. The amount of such a fee should depend on the actual number of visits by the representative. In the contract, such a fee may be stipulated as the cost of the expected visit multiplied by the number of planned visits, but the amount claimed may be the cost reflecting the number of real visits made to the consumer to collect instalments or disburse the loan.

Provisions on insurance of loan agreements may also be found in contracts. However, this provision must not be fictitious, constituting in fact an additional remuneration of the lender. Therefore, in order for these costs to be awarded, the trader should demonstrate that he has concluded such an insurance contract with an entity authorised to do so.

In summary, when examining whether the above or similar provisions constitute prohibited clauses, the court should examine in each case whether the above provisions are ancillary provisions (not constituting the main subject matter of the contract), whether they were not individually negotiated and whether the provisions shaped the borrower's obligations in a manner contrary to good morals and grossly infringed his interests.

Article 3 of Council Directive 93/13/EEC provides that unfair contract terms are terms which create a significant imbalance in the contractual rights and obligations of the parties to the detriment of the consumer. On the other hand, the Supreme Court indicated that, within the meaning of Article 3851 § 1 of the Civil Code, a 'gross infringement of consumer interests' means an unjustifiable disproportion of rights and obligations to the consumer's disadvantage in a specific contractual relationship, whereas 'acting contrary to good practice' in shaping the content of such a contractual relationship is expressed in the creation by the consumer's partner of such contractual clauses which harm the contractual balance of that relationship (Supreme Court judgment of 13.07.2005, I CK 832/04).

The view should be shared that Directive 93/13/EEC and, following it, the provisions of the Civil Code, in defining the consequences of declaring contractual provisions abusive, leave little to the discretion of the court, for the court - having found that a provision fulfils the prerequisites for declaring it abusive - is always obliged to remove it from the contract by declaring it ineffective (Szymański 2020). The consequence of this is to lead to a situation in which the entire contract, apart from the prohibited provision, is still binding on the parties, and the court has no possibility to mitigate the prohibited provision, as for example in the case of the mitigation of a contractual penalty.

As of 30.05.2020, new paragraphs 2 and 3 were introduced into Article 304 CC (Article 304 designation of paragraph 1 and paragraphs 2 and 3 added by the Act of 14.05.2020. (OJ 2020, item 875), which entered into force on 30.05.2020), extending consumer protection against exploitation. The protection this time, despite the existence of civil regulations in this area, was granted through criminal law instruments.

Pursuant to Article 304 § 2 of the Penal Code, whoever, in return for a pecuniary benefit provided to an individual under a loan agreement, credit agreement or other agreement the object of which is the provision of such benefit with an obligation to repay, not directly related to that person's business or professional activity, demands from that person the payment of costs other than interest in an amount at least twice as high as the maximum amount of such costs specified by law, shall be subject to the penalty of deprivation of liberty for a term of between 3 months and 5 years. Pursuant to § 3 of the aforementioned provision, the same punishment shall be imposed on anyone who, in connection with the provision of a pecuniary benefit to an individual under a loan agreement, credit agreement or any other agreement the subject of which is the provision of a pecuniary benefit with an obligation to repay it, not directly related to that person's business or professional activity, demands from that person the payment of interest in an amount at least twice as high as the maximum interest rate or the maximum interest rate for default laid down by law.

These offences were added to the Criminal Code by the Act on amending certain laws on protective measures in connection with the spread of the SARS-CoV-2 virus of 14.05.2020. (Journal of Laws of 2020, item 875).

From the explanatory memorandum of the draft (Form no. 344 sejm.gov.pl,p. 9), it can be read that Article 304 § 2 of the Penal Code concerns the demand for payment of costs other than interest in an amount at least twice their maximum amount specified in:

1) the Act of 12.05.2011 on consumer credit (Journal of Laws of 2019, item 1083), Article 36a of which indicates the maximum amount of non-interest costs of such credit.
2) the Act of 23.03.2017 on mortgage credit and supervision of mortgage credit intermediaries and agents (Journal of Laws, item 819, as amended.), including fees, commissions, taxes and margins, if known to the lender, the costs of ancillary services, in particular insurance, where their incurrence is necessary to obtain a mortgage loan or to obtain it on the terms and conditions offered - with the exception of the costs of notary fees and court fees incurred by the consumer - in the non-interest costs of the mortgage loan (Article 4(5) of the Act);
3) the Act of 23.10.2014 on reverse mortgage credit (Journal

of Laws of 2016, item 786), which prescribes that other costs shall mean costs other than interest that the borrower is obliged to pay in connection with the reverse mortgage credit agreement, in particular commissions and other fees (Article 2(1)(2) of the Act).

It should not be lost sight of that criminal law as ultima ratio remains subsidiary to other branches of law. The aforementioned subsidiarity of criminal law vis-à-vis civil law in the field of consumer protection manifests itself in the fact that only certain conduct undertaken against the consumer will be criminalised. In this case, the legislator has chosen to criminalise only the most blatant behaviours, the ones that most strongly harm the interests of the consumer. In addition, it is worth noting that the Criminal Act does not use the term 'consumer', but 'natural person', specifying further in the wording of the provision that it refers to the activity of a natural person not directly related to that person's business or professional activity. However, when it comes to the definition of a consumer from the Civil Code, a natural person making a legal transaction with an entrepreneur which is not directly connected with his/her economic or professional activity is considered a consumer (Article 221 of the Civil Code). Criminal law therefore remains conceptually consistent with civil law in this respect. Although the Criminal Code does not explicitly use the term 'consumer', according to the civilist definition of consumer, it is the consumer who remains under the protection of criminal law under Article 304 § 2 and 3 CC. Thus, the claim for usurious loan costs against a legal person and a natural person, but in connection with a business or professional activity, remains outside the material scope of the introduced provisions. On the other hand, one can read from the justification of the draft that the legislator's intention was to ensure increased consumer protection, as entrepreneurs take advantage of their position and the phenomenon of information asymmetry towards consumers. On the other hand, entrepreneurs conducting business activity make a more conscious risk assessment. Therefore, in relation to the entrepreneur it is justified to make the criminalisation dependent on subjective elements related to the assessment of his/her current position, whereas in the case of consumers the elements of the act should be defined using an objective factor (Form no. 344, sejm.gov.pl, p.8) According to the legislator, the currently binding provision of Article 304 of the Penal Code covers a very narrow range of behaviour. It is clearly unsuited to the prosecution of typical contemporary usury offences, i.e., so-called 'momentary' loans, as a result of which the victims sometimes lose their entire life's achievements due to failure to repay a loan of a relatively small amount on time.

Pursuant to the wording of Article 304 § 2 and 3 of the CC, the moment at which a demand is made on the victim, and not the mere conclusion of usurious contractual provisions in a contract, will apply to assess the criminality of the act. The punishability of the act under Article 304 § 2 and 3 of the CC is therefore determined by the demand for a benefit in a certain amount already concretised, and not by the abstract abusiveness of the contractual provisions themselves.

III. CONCLUSION

Summarising the above-mentioned legal solutions in the field of consumer protection in obligatory relations in loan agreements, one may come to the conclusion that the provisions aimed at protecting the consumer against unfair practices of loan entrepreneurs are insufficient and, despite the implementation of Directive 93/13/EEC, do not provide effective consumer protection. Therefore, the court adjudicating the case should always examine ex officio whether the additional remuneration stipulated in the agreement does not constitute an illicit provision, even if it does not formally violate Article 36a of the Consumer Credit Act or the sanctioned standard of Article 304 § 2 or 3 of the CC, especially as regards the amount. On the other hand, the assessment of the fairness of a specific contractual provision always requires consideration of the individual distribution of burdens, costs and risks associated with the solutions adopted and an examination of what the consumer's rights or obligations would look like in a situation in which the provision was not stipulated (Supreme Court judgment of 30.05.2014, III CSK 204/13, LEX No. 1466608).

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- Computer Graphics and Multimedia Techniques
- Design of Applications for Mobile Devices
- IT Services in Public Administration Units

Postgraduate courses
- Administrative studies
- Fiscal Administration
- Law and management in health service