

## Summary

The doctoral thesis entitled “*Civil-Law Effects of Unfair Contract Terms in Consumer Bank Loan Agreements*” constitutes an in-depth dogmatic and economic study devoted to consumer protection in credit relations. Its principal objective is to demonstrate that the sanction of unfair-term ineffectiveness — regulated in Articles 385<sup>1</sup>–385<sup>3</sup> of the Polish Civil Code, inspired by Directive 93/13/EEC and further developed in the case law of the CJEU and the Polish Supreme Court — constitutes an autonomous, substantive-law instrument of consumer protection. This instrument operates *ex lege*, is declaratory, preventive and restorative in nature, and simultaneously occupies a distinct place in the system of civil-law sanctions, being related to absolute nullity, relative nullity and suspended ineffectiveness.

First chapter presents the notion of credit and its evolution in linguistic, legal and economic terms. It sets out the functions of credit in a market economy, its classification according to economic criteria and the significance of credit risk together with risk-mitigation methods. It also analyses the status of the consumer as the weaker party to a credit relationship, taking into account differences between Polish and EU law. Second chapter reconstructs the legal framework of the bank loan agreement in light of Article 69 of the Polish Banking Law and related regulations, discussing essential elements, form, interest mechanisms and security instruments. Chapter Three analyses the principle of freedom of contract, its constitutional foundations and statutory limitations, including those arising from principles of social coexistence and EU law. Chapter four sets out the criteria for identifying unfair contract terms and the asymmetry between the entrepreneur and the consumer, emphasizing the cumulative nature of the prerequisites under Article 385<sup>1</sup> of the Civil Code. It discusses the duty of national courts to examine unfair terms of their own motion and the significance of CJEU case law for uniform interpretation. Chapter five locates the ineffectiveness of unfair terms within the system of civil-law sanctions, juxtaposing it with the doctrines of nullity and suspended ineffectiveness. It points to its unilateral, protective and preventive character, distinct from classical civil-law institutions. Chapters six and seven adopt an empirical and comparative perspective. Based on an analysis of 1,258 loan agreements, decisions of the Polish Competition and Consumer Protection Authority (UOKiK) and judgments of common courts from 2004–2025, they examine the practice of applying indexation clauses and variable-interest clauses. They compare the economic effects of these clauses — shifting currency and interest-rate risk



to borrowers, lack of transparency of reference indices — with regulatory approaches in Austria, Croatia, Hungary, Serbia, Romania and Spain. The possibility of transferring these experiences to the Polish context, including with respect to the WIBOR reference rate, is also assessed. Chapter eight presents the sanction of ineffectiveness of unfair terms in loan agreements. It highlights the automatic nature of this sanction, the prohibition on validating unfair clauses and the exceptional admissibility of applying dispositive provisions solely in the consumer's interest and with their informed consent. Four scenarios of eliminating indexation and variable-interest clauses are set out, together with an analysis of procedural and substantive effects, including settlement mechanisms such as the two-condition paradigm, set-off, the limitation of the right of retention and the limitation periods for claims.

The dissertation demonstrates that the ineffectiveness of unfair terms is not only a means of individual protection but also an instrument for stabilizing market standards and preventing banking abuses. The author formulates *de lege ferenda* proposals, indicating the need to strengthen preventive mechanisms (hard information standards, EU-level coordination) and to harmonize consumer law. The conclusions of the dissertation are both dogmatic and practical: they clarify the effects of unfair terms under Polish civil law, show ways to reinforce restitution mechanisms in bank-consumer relations and propose original solutions to enhance consumer protection and financial market stability.

A handwritten signature in blue ink, appearing to read "Liemont B. Czajk".