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The process of modernisation of Polish insurance law – a critical analysis

The article surveys the reforms that took place in the Polish insurance law in the years 1990–2007. The assessment of the 2003 legal acts, commonly called the Insurance Act package, makes up the main body of the analysis. The said laws have provided a firm foundation for the development of private insurance; nevertheless, some measures had substantial flaws. The authors critically assess some minor amendments to the Civil Code (2003) and the 2007 grand reform of insurance contract law.

Keywords: insurance legislation, insurance reform, Poland.

Introduction

A legislative reform of private insurance is a difficult and complex process. Private insurance law is part of a comprehensive body of laws that regulates a very complicated and extensive area. This area consists of civil-law insurance relations (laid down in the Civil Code (hereinafter referred to as “CC”) and the Maritime Code (hereinafter referred to as “MC”)), issues concerning the provisions of administrative and financial law applicable to insurance and all organisational matters. Criminal laws involving insurance, insurance accounting, insurance mediation and other areas of state control (procedural aspects, issues relating to labour legislation and tax law) should also be mentioned. It would be an anachronism to regulate all these various matters in a single enactment, might it be the most extensive and well-thought piece of legislation.

For all these reasons, after 1990 there was a demand in Poland for a new private insurance law regulation. The pre-1990 laws needed to be restructured and adapted to new economic conditions, which required securing the optimal legislative framework.¹ The concept of an insurance code,

1. J. Łopuski and E. Kowalewski, “Założenia legislacyjne dalszej reformy prawa ubezpieczeniowego,” *Państwo i Prawo* 11 (1991): 5–18. J. Łopuski, “Nowe prawo ubezpieczeniowe a ubezpieczenia morskie: refleksje na temat kierunków rozwoju prawa ubezpieczeniowego,” *Prawo Asekuracyjne* 3 (2004): 5–25.

which would consolidate the statutory autonomy of insurance law and bring together disperse regulations on insurance relations into one act, has not been accepted.² In practice, the concept of partial regulation was carried out in the 1960s, when the CC and the first MC came into effect. It came down to the distinction between the civil insurance law (insurance policy regulations) and administrative, financial and organisational aspects of private insurance services. While the civil law part was to be regulated by the code (the CC and the MC), other issues were to be covered by “insurance acts”³ In practice, however, the latter interfered with civil law issues. Under the Insurance Activity Act of 28 July 1990 an incoherent regulation of the insurance policy caused considerable normative chaos, especially in the field of compulsory insurance.⁴

For these reasons, the legislative concept formulated by J. Łopuski and E. Kowalewski⁵ in the early 1990s has begun to gain increasingly wider recognition amongst insurance practitioners and members of relevant legislative committees. The need for drawing up the “Insurance Act package” covering insurance activity and insurance supervision, insurance agency, compulsory insurance and many other issues, was one of the objectives underlying this concept. It did not specify which legal instruments were to contain provisions governing insurance policies (the CC and the MC, or a separate act on insurance policies). However, the concept emphasized the necessity for a reform of civil insurance law, coupled with the introduction of the package solution.

I. The modernisation of the private insurance regulation

1. The legislative concept of reforms

On 22 May 2003, the Parliament passed four acts⁶ regulating private insurance law: the Insurance Activity Act, the Act on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers’ Bureau, the Act on Insurance and Pension Supervision and on the Insurance Ombudsman, and the Insurance Mediation Act.

These acts, commonly called the Insurance Act Package, provide a firm foundation for the new legislative framework of private insurance. Their enactment constitutes the most comprehensive and largest reform of this branch of law in the history of Polish legislation. In its wake, Polish standards and measures have been adjusted to the European Union law. This, in turn, resulted in the domestic insurance market effectively becoming part of the single European market.

2. E. Kowalewski, “Propozycje zmian w ustawie o ubezpieczeniach majątkowych i osobowych,” *Studia Ubezpieczeniowe XI* (1989): 191–192.

3. In particular, the Property and Personal Insurance Act of 2 December 1958 [Journal of Laws. No. 72, item 357; amendments in Journal of Laws: Journal of Laws No. 16, 1964, item 94] and the Property and Personal Insurance Act of 29 September 1984 [Journal of Laws. No. 45, item 245, amendments in: Journal of Laws. 1989, No. 39, item 160].

4. Consolidated text in the Journal of Laws of 1996, No. 11, item 62 as amended. The Act had twenty amendments until the uniform text was introduced.

5. J. Łopuski and E. Kowalewski, “Założenia,” 5 et seq.

6. Journal of Laws, No. 124, items 1151–1154. The Acts came into effect on 1 January 2004, but some of the regulations came into effect on the day when Poland became a member of the European Union, that is on 1 May 2004.

Nevertheless, most of the secondary legislation instruments enacted under the acts were drafted and published too late (from 1 January 2004 onwards), which turned out to be a considerable inconvenience in the effective introduction of the new insurance acts.⁷

2. The Insurance Activity Act

The Insurance Activity Act is an extensive legislative enactment that contains regulations on undertaking and stimulating personal and property insurance activities. It also lays down the rules governing the insurance self-regulatory body and insurance supervision.⁸ However, issues pertaining to the organisational framework of insurance supervision, the functioning of the Insurance Ombudsman office, insurance mediation, compulsory insurance and the related institutions, including an Insurer's Claims Representative, the Insurance Guarantee Fund (*Ubezpieczeniowy Fundusz Gwarancyjny, UFG*) and the Polish Motor Insurers' Bureau (*Polskie Biuro Ubezpieczycieli Komunikacyjnych, PBUK*) fall outside the scope of this Act. Hence, it can be concluded that the Insurance Activity Act and other enactments contained in the "Insurance Act package" constitute a moderately comprehensive regulation of private insurance, with the exception of insurance contract regulation⁹ and some other specific regulations¹⁰.

A comparison of the Insurance Activity Act with other acts included in the Insurance Act package shows the distinctive nature of the former. Despite the fact that the Act is not superior to other insurance acts,¹¹ there is no doubt that it reveals the distinct features of the "leading act". Not only does it embrace almost the entire regulation on "political" issues that are involved in insurance activity, but it also covers some general issues concerning the whole insurance sector. To give an example, it describes the general "claim settlement process", clarifies general notions (including those related to an insurance policy)¹² and regulates the confidentiality of insurance information. Likewise, the Act defines and explains the essence of insurance activity, provides interpretation of general conditions of insurance (hereinafter referred to as "OWU", *ogólne warunki ubezpieczenia*) [see article 12 {3}{4}], governs risk evaluation, specifies the rules of premium calculation and etc. It is easily visible that these issues are also relevant in the field of compulsory insurance and insurance mediation activities.¹³

7. See e.g. Journal of Laws of 30 December 2003, No. 228, items 2264–2269, which was published in mid-January 2004.

8. The regulations on insurance supervision rules (the Insurance Activity Act) and the structure of the supervisory body (The Act on Insurance and Pension Supervision and on the Insurance Ombudsman) were divided among different legal acts, which was unjustified and violated the principle of clear division of the subject matter of regulations.

9. They are included in the CC (articles 805–834) and the MC (article 292–338).

10. In particular, issues related to "export insurance", guaranteed by the State Treasury (the Act of 7 July 1994, uniform text in Journal of Laws of 2001 No. 59, item 609).

11. The legislation governing constitutional hierarchy of laws state that all "ordinary acts" have the same force of law. Z. Witkowski in: "Prawo konstytucyjne," (Toruń, 2000), 69.

12. See article 2 of the Act.

13. The claim settlement process concerns e.g. compulsory insurance (with some special regulations – see article 14 of the Compulsory Insurance Act), and insurance agents are also obliged to respect the confidentiality obligation relating to insurance information (article 13 {1} {3} and article 26 {1} {3} of the Insurance Mediation Act).

The exclusion of civil law aspects and their transfer to the CC is one of the most significant achievements of the Insurance Activity Act.¹⁴ The previously binding Insurance Activity Act included quite important civil law regulations, which infringed the fundamental distinction between matters regulated by either private or public insurance law and caused certain misunderstandings and interpretative difficulties.¹⁵ On the other hand, it should be stressed that the demand for a transfer of civil law regulations on insurance contract to the CC was not carried out consistently. Some civil law provisions were still included in the Act¹⁶ and, what is worse, they caused confusion bordering on chaos in the area of insurance contract regulations. This type of excessive interference with the CC cohesion was subjected to criticism.¹⁷

The Act under discussion introduced a clear set of notions, definitions and terminology. Those are generally precise notions of parties to an insurance contract and persons entitled under an insurance contract. Unfortunately, imprecise or even incorrect terminology can be found there as well. It can be said that the Act mentioned above is a pretty substantial achievement, albeit not without its share of semantic shortcomings.

Noteworthy are also the provisions concerning the regulatory framework and the functioning of an insurance company as a public liability company limited by shares (articles 31–37) and a mutual insurance company (hereinafter referred to as “TUV”, *towarzystwo ubezpieczeń wzajemnych*) (articles 38–91)¹⁸, their finance management and reporting.

There are, however, a few inaccuracies in the Act that may have influenced the functioning of the Polish insurance market since Poland became a member of the European Union. For instance, certain provisions of chapter 6 (The carrying out of insurance business in Poland by foreign insurance companies – articles 103–126) are not completely consistent with some regulations of chapter 7 (Freedom of insurance services – articles 127–145).¹⁹

Quite significantly, the Act strengthens the policyholders' protection (and the protection of other persons entitled under an insurance policy) and extends their rights.²⁰ The effect of this are far-reaching obligations and duties of insurance companies. Strict legal requirements are imposed on insurance companies after the occurrence of an insurance accident. Insurers seem to struggle to meet all their

14. E. Kowalewski and A. Wąsiewicz, “Założenia legislacyjne reformy prawa ubezpieczeń gospodarczych,” (Toruń, Poznań, 1997) and A. Wąsiewicz, “Koncepcja legislacyjnej przebudowy systemu prawa ubezpieczeń gospodarczych,” *Prawo Asekuracyjne* 3 (1997): 3–26. The legislative objectives declared that transferring of the civil law provisions on the insurance policy to the CC was one of the main aims of the insurance law reform.

15. They involved e.g. the insurance company's obligation to deliver OWU to the policyholder. This matter was regulated in articles 385 and 812 of the CC and article 6 (5) of the Insurance Activity Act of 1990.

16. Article 12 (3)–(4) states that there is an obligation to formulate OWU (also in respect of an insurance policy) in an unambiguous and clear way, and that the *contra proferentem* rule applies. Similar rules can be found in article 385 (2) of the CC, but this regulation concerns only consumer contracts. However, since the Insurance Activity Act introduced a new rule to the CC (article 384 (5)), stipulating that provisions of the CC are applied to all insurance policies, the repetition of these provisions in article 12 (3–4) was unnecessary.

17. These changes violate and weaken the “leading function” of the CC – see E. Łętowska, “Kształtowanie się odrębności obrotu mieszanego,” in: *Tendencje rozwoju prawa cywilnego*, (Wrocław 1983), 432.

18. The content of the regulation is very extensive and it introduces several new arrangements including the possibility of issuing to TUV a promise of permission to conduct insurance business (article 96) and transformation of TUV into the insurance joint-stock company (articles 48–9), T. Sangowski, *Prawne i ekonomiczne uwarunkowania rozwoju towarzystw wzajemnych w Polsce* (Poznań: Wydawnictwo Akademii Ekonomicznej w Poznaniu).

19. E. Kowalewski and T. Sangowski, “Prawo ubezpieczeń,” 129–147.

20. E.g. the right to information (see article 16 (4) and article 25 (3)).

responsibilities. Hence, concerns are expressed that they may attempt to evade some of their duties²¹ or fulfil them only formally²² to the detriment of both insurers and the insured. The special protection of the consumer results from many other regulations (e.g. those concerning the supervisory body, the Insurance Ombudsman, the insurance company's solvency or regulations on merger of insurance companies, transfer of insurance policies, reorganisation proceedings or bankruptcy of insurance companies²³).

The Act presents an ambitious task of adjusting its regulations to the European Union standards, and especially to the Directives on the taking-up and pursuit of the business of insurance, freedom of insurance services, the insurance supervision, the reorganisation and winding-up of insurance undertakings and other issues. Furthermore, individual provisions and terminology of the Act are adjusted to norms included in other domestic statutory acts.²⁴

3. Act on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau

The Act on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, known as the Compulsory Insurance Act, constitutes a novelty. For the first time in the history of Polish insurance legislation, compulsory insurance became the subject of a statutory framework established in the name of the "legislative purity", and – above all – implementing the constitutional rule which provides that significant and universally applicable rules and obligations imposed on individuals and parties to legal transactions must have a statutory footing and cannot be introduced by secondary legislation, and especially by regulations issued by various government departments.²⁵

The law preserves the rule that insurance protection may only be established on the basis of a civil law contract – concluded previously by the parties. In legal academic writings, this rule is known as "the contractual private insurance formula"²⁶. It dispels any doubts about the legal nature of the insurance relation, whose character – even in the case of compulsory insurance – is civil.²⁷

21. E.g. the obligation to provide OWU to the policyholder before the policy is concluded (see article 812 (1), and article 233 (3) of the Insurance Activity Act).

22. It may happen in the case of making the information and documents concerning the damage available to the insured (article 16 (4) and article 25 (3)).

23. Although the separate title of the act of 28 February 2003 has been devoted to the last issue (i.e. the bankruptcy proceedings against insurance companies), the bankruptcy and reorganisation law (Journal of Laws No. 60, item 535) should be referred to. E. Kowalewski and T. Sangowski, "Prawo ubezpieczeń," 195.

24. In this respect, the most important acts are: The Commercial Partnerships and Companies Code (*Kodeks spółek handlowych*) of 15 September 2000 (Journal of Laws No. 94, item 1037 with changes), The Economic Activity Act (*Prawo działalności gospodarczej*) of 19 October 1999 (Journal of Laws No. 10 1, item 1178 as amended), the Personal Data Protection Act (*Ustawa o ochronie danych osobowych*) of 29 August 1997 (Journal of Laws 2002 No. 101, item 926) or The Public Trading in Securities Act (*Prawo o publicznym obrocie papierami wartościowymi*) of 21 August 1997 (Journal of Laws 2002 No. 49, item 447 as amended).

25. E. Kowalewski, "Prawo ubezpieczeń gospodarczych – ewolucja i kierunki przemian," (Bydgoszcz, 1992), 89–93, and the references provided.

26. E. Kowalewski, "Prawo ubezpieczeń gospodarczych," (Bydgoszcz – Toruń: Oficyna Wydawnicza Branta, 2002), 109. See also article 12 (1) of the 2003 Insurance Activity Act.

27. As for "statutory insurance", there was a view under the regime of The Property and Personal Insurance Act of 2 December 1958 that in the case of compulsory insurance legal relations were not civil law relations. W. Warkała, "Ubezpieczenia a kodyfikacja prawa cywilnego," *Wiadomości Ubezpieczeniowe* 3 (1960): 11–15 (off-print).

The said Act defines compulsory insurance as civil liability or property coverage which is required by a statute or an international agreement ratified by the Republic of Poland (article 3 (1)).²⁸ The new wording is a departure from the previous, quite peculiar division into compulsory insurance and insurance to which “a statutory obligation to effect insurance” applies, which led to terminological confusion.²⁹ This confusion resulted in the division of compulsory insurance into two categories. In the first category, it was the Minister of Finance³⁰ who was responsible for the establishment of the general conditions of compulsory insurance, whereas in the other, the scope of insurance, the date when it became obligatory and the minimum guarantee sum were determined by the law, with insurance companies establishing the general conditions.³¹ If we add another division of these types of insurance – as suggested in legal scholarship – into “universal compulsory insurance”³² and “professional, corporate or trade insurance”, it can be observed that there was chaos in this field, and above all, there was a need for introducing a legal order and defining the legal character of all types of insurance that were not fully voluntary. It is open to discussion whether the Compulsory Insurance Act really dealt with these issues, because one may easily notice that there are still – at least in the Act’s original wording – categories of compulsory insurance regulated by the Act³³ and a much longer list of “non-statutory” compulsory insurance, whose general conditions are established by particular insurance companies.³⁴

That is why despite the unambiguous definition of compulsory insurance included in article 3 (1), the legal regime is divided. There are two groups of compulsory insurance: universal compulsory insurance (including motor third party liability insurance, farmers’ liability insurance and farm buildings insurance) and other types of compulsory insurance. The former is regulated in Chapters 2–4 of the Act, which means that both provisions included in particular chapters and those concerning all compulsory insurance are applied. The situation is slightly different when it comes to the other group of compulsory insurance covered by other laws or international conventions ratified by Poland. Only the general provisions set forth in the first chapter of the Act (articles 1–22) are applied to this group.

28. There is also the third group of compulsory insurance left outside the scope of Finance Minister’s regulations – e.g. personal accident insurance (NW) for athletes (article 52 of the Act on Physical Culture (*Ustawa o Kulturze Fizycznej*) of 18 January 1996; Journal of Laws No. 25, item 113)) and the compulsory sea carrier’s liability insurance for personal injury of or property damage to passengers (article 182 of the MC).

29. W. W. Mogiński, “Ubezpieczenia obowiązkowe w polskim systemie prawnym,” *Prawo Asekuracyjne* 1 (1997): 13–14, and “Tendencje rozwojowe systemu prawnego ubezpieczeń obowiązkowych,” *Prawo Asekuracyjne* I (1999): 31 et seq., and “Założenia systemowe projektu nowej regulacji prawnej ubezpieczeń obowiązkowych – zagadnienia wybrane,” *Prawo Asekuracyjne* 3 (2000): 17 et seq.; See also B. Mrozowska and A. Wnęk, *Ubezpieczenia gospodarcze – zbiór przepisów prawnych* (Bydgoszcz: Oficyna Wydawnicza Branta, 1996), 183–184.

30. E.g. compulsory liability insurance for drivers, farmers’ liability insurance, professional indemnity insurance for lawyers, legal advisers and notaries. For a list of insurance to which the “prescriptive OWU” was applicable, see also E. Kowalewski, “Prawo ubezpieczeń gospodarczych”, 63–64.

31. For a complete list of compulsory insurance, see: E. Kowalewski, ed., “Stan prawny ubezpieczeń obowiązkowych w Polsce”, [wykaz z komentarzem] (Warszawa: PIU, 2013).

32. Such division was proposed in the Legislative Objectives, mentioned in footnote 20.

33. Liability insurance for vehicle owners, liability insurance for farmers and farm buildings insurance (article 1 (I) and article 4 (1)–(3) the Act).

34. The remaining types of compulsory insurance (except for those mentioned in the previous footnote) should be included. E. Kowalewski and W. W. Mogiński, “The Sejm opinion on the bill of July 2002,” included in parliamentary print no. 543.

Accordingly, compulsory insurance – due to its social importance and wide scope of application (especially regarding the number of potential claimants) – became the subject of comprehensive regulation. This is the result of repeatedly voiced demands to replace current departmental instruments with statutory regulations. The new law is among the significant sources of law on the insurance policy, only one rung down from the CC in the ranking of legal acts. Both the demand for the unified regulation of an insurance contract and the requirement to include all provisions directly or indirectly applicable to the insurance policy in one statutory act were met.³⁵

In the Act the term compulsory insurance is narrowed to civil liability insurance (*ubezpieczenie odpowiedzialności cywilnej, OC*) and property insurance (article 3 (I). This approach is highly debatable for at least two reasons. Firstly, nobody knows how to treat the requirement to effect accident and sickness insurance (personal accident insurance – *ubezpieczenie NW*) for athletes as laid down in the Act on Physical Culture³⁶ (of 18 January 1996). According to article 52 of the said Act, not only are athletes entitled to personal accident insurance, but on top of that it is sports clubs or associations of athletes that should take out such coverage for their members. If this insurance is obligatory and the law governing physical culture is still in effect (it has not been changed or repealed by Chapter 9 of the Compulsory Insurance Act³⁷) the said statutory provisions are obviously contrary to article 3 of the Compulsory Insurance Act. In this situation, it is unclear whether personal accident insurance for athletes is still obligatory or not.³⁸

The second reason for the critical evaluation of the narrowing of the compulsory insurance category is the fact that it is difficult to predict whether, for any social or other reasons, there will be a need to introduce a new type of obligatory insurance.

The greatest achievement of this reform was emphasising the nature of the legal relation of compulsory insurance as a civil law relation, as is the case with voluntary insurance. This can be called the principle of uniformity of the legal relation of insurance.³⁹ Consequently, civil law determines the legal regime of the compulsory insurance contract similarly to voluntary insurance. The CC provisions on the insurance contract will apply directly to those compulsory insurance contracts that are not regulated in the Compulsory Insurance Act.⁴⁰ It should be stressed that in the field of compulsory insurance, the regulation laid down in the said Act is *lex specialis* to the CC provisions on the contract of insurance. It resolves doubts whether the said CC provisions will cover a particular type of compulsory insurance that is not regulated by special decrees or statutory regulations. Until 2003, it posed a problem both in legal scholarship and in court practice.⁴¹

35. The secondary legislation drawn up by the Ministry of Finance regarding individual laws governing insurance obligation (articles 141–147 and articles 149–158) do not seem to respect this rule, because in many cases they enter into the realm of civil law.

36. Journal of Laws No. 25, item 113 as amended.

37. The bill authors seem to have overlooked the issue of compulsory insurance, and the Parliament did not correct their mistake. This is, for sure, another proof of the poor quality of the national legislation.

38. W.W. Mogiński, “Ubezpieczenia obowiązkowe,” 22–23.

39. It was called “the uniformity rule of the insurance legal relation” [“zasada jedności prawnego stosunku ubezpieczenia”], W. Warkała, “Umowa ubezpieczenia w kodeksie cywilnym,” *Państwo i Prawo* 10 [1964]: 402, W.W. Mogiński, “Ubezpieczenia obowiązkowe,” 13–14, and E. Kowalewski, “Prawo ubezpieczeń gospodarczych,” 41.

40. This unambiguously follows from article 22 [1] of the Act.

41. E.g. there were doubts as to whether article 806 of the CC regulated a scope of the current compulsory building insurance. See SN judgment of 6 January 1992, III CZP 132/91, OSN 1992, No 7–8, item 126.

It ought to be observed that the said Act became a significant part of insurance contract law that complements the code regulations. The code regulations relate to all insurance policies but they apply to compulsory insurance contracts, only insofar as no provisions to the contrary are laid down in the Act.

The question whether mandatory insurance against fire and other perils for privately-owned farms should be maintained in the Act as compulsory insurance is open to discussion. Because of the fact that such policies do not cover a common risk (i.e. regarding all buildings in Poland) or all categories of building owners (only those who have farm buildings), only one conclusion can be drawn here – the obligation to maintain such insurance violates the fundamental constitutional principle of equality before the law.⁴²

There may be some reservations about codifying all the regulations on insurance institutions, e.g. the Guarantee Insurance Fund, in one act. The Act regulates compulsory insurance issues as well as the structure, objectives and the functioning of the PBUK and UFG. Still, it is noteworthy that the latter's objectives go beyond the compulsory insurance sector.⁴³ Moreover, most of the regulations concerning both institutions are based on policy decisions. According to the principle that individual acts forming the "insurance package" regulate distinctive subject matters, policy issues regarding insurance companies and other entities engaged in insurance business were to be covered by the Insurance Activity Act. Hence, the regulations on the UFG in the Compulsory Insurance Act may be considered to be a violation of the accepted legislative principle.⁴⁴

On the basis of this Act, Polish regulations were adapted to the EU legislation. This concerns particularly compulsory liability insurance for vehicle owners. For example, taking into consideration the measures contained in Article 2 of the Third Motor Directive⁴⁵ the single premium principle was enacted. The said principle provides that motor vehicle owners (possessors) should be guaranteed coverage across the whole European Union under one insurance policy and for a single fee. The creation of the UFG's information agency (the central register of motor liability insurance policies) and the development of the rules of its cooperation with the Central Register for Vehicles and Drivers (CEPIK – Centralna Ewidencja Pojazdów i Kierowców) are significant issues for the operation of compulsory motor insurance. The CEPIK was created under the Road Traffic Act, which also formulated its objectives.⁴⁶ Under motor third party liability insurance and farmers' liability insurance the policies cover intentional fault of the policyholder and intentional fault of persons for whom the policy holder is vicariously liable, subject to exceptions as set forth in a statute or an international agreement (article 9 {2} of the Compulsory Insurance Act). This scope of coverage is not found in other legal systems.

42. E. Kowalewski and T. Sangowski, "Prawo ubezpieczeń," 246.

43. According to article 113, if the life insurance company declares bankruptcy, the Fund shall meet all the claims of eligible claimants, on the basis of a claims' list.

44. E. Kowalewski and A. Wąsiewicz, "Założenia legislacyjne," 18 and E. Kowalewski and T. Sangowski, "Ocena stanu reformy ustawodawstwa ubezpieczeniowego," *Prawo Asekuracyjne* 3 (2004): 32 et seq.

45. M. Wichtowski, "Czwarta Dyrektywa w sprawie ubezpieczeń komunikacyjnych – nowe wyzwania dla europejskiego i polskiego rynku ubezpieczeniowego," *Prawo Asekuracyjne* 2 (2001): 23–33 and "Ochrona interesów poszkodowanych w świetle projektu Piątej Dyrektywy w sprawie ubezpieczeń odpowiedzialności cywilnej posiadaczy pojazdów mechanicznych," *Prawo Asekuracyjne* 3 (2003): 4–14.

46. The uniform text in Journal of Laws 2003 No. 58, item 515, as amended.

It is a pity that such a daring, yet controversial, solution was not accompanied by affording the insurer the right to refuse a proposer's offer (article 5 of the Compulsory Insurance Act). This does not imply that the Act is nothing but defective in this regard. For instance, an amendment has been made to article 16 (1) (3) of the Act (see the amendment to the Compulsory Insurance, the Insurance Guarantee Fund and Polish Motor Insurers' Bureau of 29 January 2004, Journal of Laws No. 26, item 225) in respect of the obligations of a person involved in any way in an accident covered by compulsory insurance. Many other measures adopting principles specified in other EU directives were enacted as well.⁴⁷

The Act does not introduce any regulations or guidelines on the general conditions of compulsory insurance that are not regulated in the Act. Nevertheless, it is correct to assume that in the future insurance companies will be entitled to freely develop the language of their OWU, as is the case with OWU related to all classes of voluntary insurance. There are no formal or systemic obstacles. Of course, such general conditions of insurance will not be standard conditions. In the case of compulsory insurance OWU have to comply with the Compulsory Insurance Act and the Act's provisions on the introduction of the insurance obligation. Incidentally, statutory regulations on universal compulsory insurance should not be, as they sometimes are, referred to as "general insurance conditions".⁴⁸

4. The Act on Insurance and Pension Supervision and on the Insurance Ombudsman

Legal regulations on insurance supervision are a classic example of norms established in secondary legislation. Accordingly, their inclusion in separate statutory acts was deliberate. Notwithstanding this, a decision to separate the laws governing insurance supervision from those regulating conditions for undertaking insurance activities was a questionable one.⁴⁹ All these issues could have been included in one legislative act, because there is a close connection between them, and the norms that regulated them, are both norms of secondary legislation and political norms. The idea to prepare a separate bill concerning the supervision was rather a political decision (not a legislative and dogmatic one) aimed at reducing the number of central public administration bodies.⁵⁰ The political decision to combine two authorities in charge of regulating the narrowly understood insurance services and the pension funds activities (*otwarte fundusze emerytalne*)⁵¹

47. This especially concerns the solutions of the Fourth Motor Directive: the definition of the injured party, the information centre on vehicles and drivers, a claims representative, the compensation body, the uniform time-limit for the payment of compensation and other issues. M. Wichtowski, "Czwarta Dyrektywa", 24 and et seq., and J. Orlicka and M. Orlicki, "Europejski system dochodzenia roszczeń ubezpieczeniowym za wypadki komunikacyjne za granicą. Komentarz", [Bydgoszcz–Poznań: Oficyna Wydawnicza Branta, 2003].

48. W.W. Mogiński's view cited in the parliamentary opinion, cited above.

49. In the *Legislative objectives* there was a suggestion that the Insurance Act package should include only three acts (the Insurance Activity Act should also cover supervision). The Parliament passed them on 23 August 2001 but on 10 September 2001 the President of the Republic of Poland vetoed them. The authors of the act package concept did not see the need to pass a separate bill on insurance supervision, J. Łopuski, E. Kowalewski, op. cit., 5–18.

50. This concept (presented by the Government in autumn 2002) was realised in the first quarter of 2003.

51. Two supervisory bodies were superseded by the Insurance and Pension Funds Supervisory Commission (KNUiFE – *Komisja Nadzoru Ubezpieczeń i Funduszy Emerytalnych*). See the Act of 1 March 2002 on Changes in Organisation and Functioning of the Central Government Bodies and Units Subordinate to them and on Amendments to Certain Acts (Journal of Laws No. 25, item 253).

resulted in the enactment of a separate supervision act because it was impossible to exclude pension funds issues from the scope of regulation.

Unfortunately, the idea to create one separate act that would regulate all the insurance supervision issues was not enforced consistently. This weakened the positive impact of the new law – especially with regard to the principles of good legislation.⁵² This is because of the fact that it regulates neither the objectives nor the insurance supervision prerogative or its aims. These issues have been included in the Insurance Activity Act. Consequently, the Insurance Supervision Act is not really the “supervision” act but only the “supervisory authority act” (*organ nadzoru*) that regulates the functioning of the KNUiFE. If so, the title of the Act should have been adapted accordingly and changed into the “Insurance Supervisory Authority Act”.⁵³

Above all, it is also unclear why insurance supervision (which is, in fact, government supervision) was combined with the regulation on the Insurance Ombudsman authority, which is neither a supervisory body nor an institution or government body and its specific objective (insurance protection) has nothing to do with the government supervision of insurance activity. Incidentally, it should be noted that such an insurance supervision formula goes hand in hand with a considerable development of the Insurance Ombudsman powers. In practice, the Ombudsman will not be able to do its job properly.⁵⁴

The Act also aimed at adaptation of the Polish insurance and pension law to the European Union law (most importantly, the regulations on financial supervision). It should be mentioned in this context that the organisational framework of supervisory bodies regulating the financial markets (including insurance and pension services market) remains out of the scope of the EU law. There are a few references in this regard that give EU members complete freedom to regulate operations of such bodies and their place within the public administration system. The following entities can act in the capacity of supervisory bodies: central government bodies (not always operating functionally or formally as part of public administration) and in some cases state-owned or private companies. The EU Member States are mostly responsible for the appointment of such a body and ensuring the maintenance of its independence, especially from the entities it supervises. The EU law lays down only major objects of such institutions and the scope of their activity. Non-discrimination principle⁵⁵ is one of the fundamental principles that supervisory bodies should obey.

The same principle applies to the Insurance Ombudsman. The responsibilities of the Ombudsman are often performed by other institutions or organisations, especially consumer organisations, whose importance is on the rise. It is a direct result of the significance that is given to consumer protection in the insurance and pension services market (as well as across all financial markets). It is one of the fundamental premises of the single EU insurance market.

52. The Regulation of the Council of Ministers of 20 April 2002 on the principles of good legislation [Journal of Laws No. 100, item 908].

53. E. Kowalewski, “Ocena nowego ustawodawstwa ubezpieczeniowego,” *Państwo i Prawo* 12 [2003]: 26 and E. Kowalewski and T. Sangowski, “Prawo ubezpieczeń”, 21 and 376 and et seq.

54. E. Kowalewski and T. Sangowski, “Prawo ubezpieczeń”, 389 et seq. and 474 et seq.

55. T. Sangowski, “Nadzór państwa nad działalnością ubezpieczeniową w Unii Europejskiej i w Polsce,” in *Stan europeizacji polskiego prawa ubezpieczeń gospodarczych w przededniu członkostwa w UE*, [Warszawa: Zeszyt Naukowy Uniwersytetu Kardynała Stefana Wyszyńskiego].

5. The Insurance Mediation Act

The previous 1990 Insurance Activity Act provisions on insurance mediation were not proper measure as regards the principles of good legislation.⁵⁶

Insurance mediation is a separate economic activity, different from the insurance activity. In legal terms, agents conclude civil law contracts with persons who look for insurance cover (the insured) or with those who offer such cover (insurance companies). Agents act under a contract for services, agency agreement or intermediation agreement, which as the law stands is classified as an innominate contract.⁵⁷ Nonetheless, the essence of the insurance activity comes down to writing insurance policies, reinsurance policies and surety policies.⁵⁸

Owing to the difference between these two types of activity they have to be regulated separately. This principle was also applied in the interwar period when insurance mediation was contained in a separate statutory instrument.⁵⁹ Not only was insurance mediation regulated fragmentarily in the Insurance Activity Act of 1990, but also it diverged, in many aspects, from the EU standards set up in directives or even violated them.⁶⁰ The principle according to which it is the supervisory body that provides licences to agents is a prime example of this incompatibility, as such a requirement is not laid down in any EU directive. There was also a contradiction between the requirement (applicable to those who want to obtain permission to pursue an agency or brokerage activity)⁶¹ to be permanently registered on the territory of the Republic of Poland and the UE law on the freedom to provide services for insurance agents and brokers in all EU Member States.

One of the serious shortcomings was the lack of the central insurance agents' register that would be open and accessible for all interested persons.⁶²

There was also a problem with "multi-agents" who carried out their activities, despite the fact their relationship with an insurance company or a customer was not regulated. There were no effective legal or financial instruments that would protect the interests of the person who was

56. Issues related to insurance mediation (articles 37.d-37.n) were added to the Insurance Activity Act by the amendment of 8 June 1995 (Journal of Laws No. 96, item 478). The amendment introduced to the Act a new chapter on insurance mediation (3.a), which before that had not been legally regulated. This legislative action was contrary to the principles of good legislation (§ 64 of the Regulation of the Council of Ministers No. 147 of 5 November 1991) related to good legislation – M.P. No. 44 item 310]. At present the Prime Minister's Regulation of 20 June 2002 (Journal of Laws No. 100, item 908) concerning "The principles of good legislation" (*Zasady techniki prawodawczej*) (Journal of Laws No. 100, item 908) forbids to use the amendment procedure to regulate issues that are not included in the scope of the previous act" (§ 93 (2)).

57. Articles 517–522 of the Code of Obligations of 1933.

58. Article 1a (2) (1) of the 1990 Insurance Activity Act.

59. The Regulation of the President of the Republic of Poland of 4 October 1934 (Journal of Laws No. 96, item 864).

60. E.g. Directive 77/92/EEC of 13 December 1976, Directive 86/653/EEC of 18 December 1986, Directive 2002/92/EC of 9 December 2002 on insurance mediation, which were to replace Directive 77/92/EEC.

61. The European Integration Committee (*Komitet Integracji Europejskiej*) stated (8 May 2002) that this objective is against the European Union requirements (DH/1245/2002/DPE – 01).

62. Until 2003 the central register has involved only brokers (article 37 (1) (1)–(2) of the 1990 Insurance Activity Act). The registers of agents were maintained by insurance companies (article 37 (F) (4) of the Insurance Activity Act). See E. Kowalewski, "Prawo ubezpieczeń gospodarczych," 291.

aggrieved by such multi-agents. The Act resolved this problem by imposing on multi-agents a duty to take out civil liability insurance (Article 11 sec. 3).

The new insurance mediation regulation did not cause any turmoil on the insurance mediation services market. The introduced right of licensed brokers (article 50 (1)) and insurance agents (article 51 (2)) to continue their professional activities merits our approval.

The requirements that must be met by agents (article 9) and brokers (article 28 (3)) were not changed radically.

The Act covers legal issues related to insurance mediation. It regulates both the subjects and the objects of insurance mediation business, establishing the categories of persons carrying out agency activities and defining the “insurance agency” and the “insurance agent’s activity” (in article 4).

The Act has been adjusted carefully so that it is compatible with the MC provisions on the agent and the shipping broker (article 3).

This Act definitely resolves doubts concerning the lawfulness of the “multi-agent”. The introduction of the requirement imposed on the multi-agent to maintain compulsory liability insurance seems to be justified (article 11 (3)).

The law maintained the principle that some categories of entrepreneurs (who, in addition to their primary business, carry out insurance agency activities) can provide limited insurance agency services through employees who do not have to undergo training and pass an exam (article 10 (1)). However, agents of such entrepreneurs have to be entered into the agents’ register.

It was a good decision to introduce the central register for all insurance agents, which is open and publicly accessible (article 37 (3)). As for insurance agents, this was a novel solution. For several years academics and practitioners called for the creation of such a register. It is of great significance when it comes to protecting the interests of insurers. Moreover, the establishment of the register was required under the EU law.

Another positive development of the Act are measures aimed to counteract corruption and prevent connections between insurance companies and other agents. Any such conduct could lead to interdependence and connections that go against the insurers’ interests (see article 15 for agents and article 24 for brokers).⁶³

It ought to be stressed that further amendments to the Insurance Mediation Act are essential because of the need for its full compliance with the EU Directive of 2002.⁶⁴

II. The modernisation of the insurance contract law

The 2003 Insurance Activity Act brought in a number of substantial changes in the CC involving especially the insurance contract provisions (articles 805–834).⁶⁵

Firstly, article 812 of the CC has been improved. The Code now regulates the following issues: the delivery of OWU before the signing of the contract, mandatory wording of OWU, the insurer’s right to withdraw from the contract, a prohibition of a contractual clause that bans the termina-

63. E. Kowalewski and T. Sangowski, “Ocena stanu reformy,” 26–46.

64. See footnote 74 and T. Mintoft-Czyż, “Podmiotowa czy przedmiotowa definicja pośrednictwa,” *Prawo Asekuracyjne* 2 (2004): 19–24.

65. E. Kowalewski, “Umowa ubezpieczenia w kodeksie cywilnym po nowelizacji,” *Prawo Asekuracyjne* 1 (2004): 3–12.

tion of an insurance contract for a period longer than two years, the right of the parties to determine their rights and obligations differently from what is provided in OWU, and a duty to disclose the variations between the contract and OWU to the policyholder. The issues mentioned above had previously been included in the provisions of the 1990 Insurance Activity Act (articles 6 and 7).

Secondly, article 8 (4) of the previous 1990 Insurance Activity Act which regulated the right of the aggrieved party to pursue a liability claim directly from an insurance company (“*actio directa*”) was transferred to the CC (article 822 of the CC).

Thirdly, the new wording of article 824 was passed. The said article provides for the indemnity rule (that prohibits the payment of indemnity in the amount exceeding the value of actual damage) and the effects of double and multiple insurance. These issues were contained in the Act of 1990 (article 8 (1–2)), however the currently applicable code provision on double insurance was changed and clarified.

Apart from the fact that some civil law issues were “transferred” to the CC, some amendments to the Insurance Activity Act were carried out, whereas other provisions were completely changed. The following provisions were amended:

- article 807 (2) (permission to apply both foreign and domestic OWU that are contrary to the CC provisions on the insurance contract in foreign insurance transactions),
- article 812 (1) (absolute obligation to provide OWU to the policyholder before the signing of the contract),
- article 812 (8) (insurance company’s obligation to inform the policyholder in writing about the variations between the contract and OWU; a failure to adhere to a written form results in the variations becoming ineffective),
- article 817 (2) (insurance company’s obligation to render performance within additional 14 days from the day on which the circumstances necessary to establish the insurer’s liability have been clarified, where the clarification of the same or determination of the amount of compensation was not possible within the initial period of 30 days as set forth in article 817 (1)).

As for the new provisions that were missing in the 1990 Act or the then current CC provisions, we should note that these solutions should be classified according to a subject matter criterion. Accordingly, these provisions can be divided into the following groups⁶⁶:

- definition of the “mandatory wording of OWU”, information about the court which settles disputes concerning insurance contracts and information about how to make a claim,
- imposition of a duty to disclose to the policyholder, who is a natural person, information on the manner of and procedures for claims’ investigation and information on a body competent to investigate such claims (article 812 (3)),
- the insurance company obligation of indicating the law governing the insurance policy which involves an international element (article 812 (7)),
- in the case of liability insurance – extension the insurance protection, applicable under the condition that the accident happened in the insurance period and the possibility of determining responsibility for the accidents that took place in the pre-contractual period (article 822 (2–3)),
- a rule that the provisions of Book Three of the CC (that is general regulations on contract obligations) can be applied even when the policyholder is not a consumer.

66. E. Kowalewski and T. Sangowski, “Prawo ubezpieczeń,” 226 and E. Kowalewski, “Umowa ubezpieczenia w kodeksie cywilnym po nowelizacji,” *Prawo Asekuracyjne* 1 (2004): 3–12.

The Commission for the Codification of Civil Law prepared a new amendment of insurance contract rules in 2005. It enacted as the Civil Law Revision Act of 13 April 2007.⁶⁷

The legislative reform has effectively addressed the problems pertaining to the terminology. At the same time, it has failed to correctly or fully implement certain objects of the reform and partially damaged the transparency of the system.

We applaud the revocation of the legally outrageous article 384 (5) of the CC, which extended the application of consumer protection measures (specifically, the regulation on unfair terms in consumer contracts) onto all insurance contracts. The defectiveness of article 384 (5) CC manifested itself not only in the provision's structure, but also in a way it "favoured" insurance contracts by subjecting them en masse to the regime of consumer protection, and hence to all restrictions resulting from the application of this regime.

The introduction of the new definition of the subject matter of non-life insurance (especially property and liability insurance), provided for in article 821 CC, was another long-awaited legislative change which was supported and warmly embraced by legal scholars.⁶⁸ The concept of insuring a legal and calculable interest has been put into the centre of the definition. This approach not only adheres to the modern doctrine of the subject matter of insurance, but also clearly breaks away from a relict notion of the Marxist doctrine, elaborated on and endorsed by W.K. Rajcher, who attempted to equate the subject matter of insurance with materialistic objects of reality.⁶⁹

Another positive development that merits our approval is the theoretical model of the insurance contract for the benefit of a third party [article 808 (1)–(5) CC]. However, we should note that a distinguished professor of insurance law has criticised this legislative solution, calling it "improper" and "erroneous."⁷⁰

The legislator finally rejected the previously existing division between domestic and foreign (international) insurance markets, established under article 807 (2) CC (in its former wording). The said article allowed for the application of general conditions of insurance that were incompatible with the mandatory rules of the insurance contract law in contracts involving international insurance transactions.

The former reading of article 827 gave rise to numerous controversies and misunderstandings in legal scholarship and case law.⁷¹ The modified article 827 (1) limits the scope of the non-insurability rule, which now covers only an intentional fault of the policyholder, and hence does not extend to an intentional fault of the auxiliaries for whom the insured is vicariously responsible. Unfortunately, since the new language of the article has failed to include consequences of the intentional fault (or gross negligence) on the part of the policyholder's representatives, the change cannot be approved without reservations. Moreover, in our opinion the discussed legal provision is capable of additionally disturbing insurance practice and case law.

The revision of the insurance contract law has also brought about several other modifications that merit appreciation. In general, the developments have taken the right course, either correcting or supplementing the existing rules.

67. Journal of Laws No. 82, item 557.

68. E. Kowalewski, "Prawo ubezpieczeń gospodarczych," (Bydgoszcz, 1992), 148–150.

69. W. K. Rajcher, "Społeczno-historyczne typy ubezpieczeń," (Warszawa, 1951), 161.

70. J. Łopuski, "Reforma cywilnego prawa ubezpieczeniowego," 71–72.

71. J. Łopuski, "W sprawie wykładni article 827 § 1 k.c. i potrzeby nowego uregulowania umowy ubezpieczenia," *Prawo Asekuracyjne* 2 (2002): 3–11.

Most changes made in the 2007 revision of insurance contract law were rightly considered as flawed.⁷² Some of them bring about doubts and confusion, even in such areas of insurance practice where there had been no such doubts or confusion before (e.g. the issues regarding reimbursement of premiums upon the expiry of the contract – article 813 CC).

Some other changes are examples of the “systemic deficiencies” of the amended law. It is hard to understand, for example why article 805 (4) commands the application of articles 385¹–385² CC to all contracts of insurance transacted by natural persons, regardless of whether a given contract is directly or indirectly connected with the proposer’s commercial or professional activity. Despite the repeal of article 384 (5) CC, the above-mentioned articles 385¹–385² seem to partially uphold the placement of all insurance contracts in the category of consumer contracts. This effect has been reinforced by article 808 (5) CC, a provision which grants the consumer protection remedies established by articles 385¹–385³ CC to the insureds under contracts made for the benefit of a third party, as long as they are natural persons and the insurance contract is not directly connected with their commercial or professional activity. The commented legal provisions interrupt the uniformity of the civil law system. It requires little imagination to observe that this regulation will cause problems in the case of contracts for the benefit of a third party that are concluded by professionals such as legal persons, entrepreneurs, etc.

We share the view that the 2007 revision maintains the faulty classification of the Code rules on insurance contracts, among other things, those set out in articles 805–820 CC.⁷³ Some of these legal rules do not, or should not, apply to life insurance (e.g. article 808 CC, article 820 CC).

The rules referring to the consequences of the insured’s failure to perform his obligations (articles 815–816 CC) exhibit systemic flaws. In principle, the said articles should not apply to contracts of life insurance. By its very nature, article 813 in its new wording does not apply to personal insurance, in particular to life insurance. Hence, it must be considered incorrectly located within the structure of the CC.

Anybody referring to rudimentary faults of the revised insurance contract law cannot ignore a number of legal provisions that add to the regulatory confusion between public and private law matters. A significant portion of civil law rules were enacted in the 2003 Insurance Activity Act (articles 12 (3)–(4), and articles 13–13¹) and in the Compulsory Insurance Act (articles 5, 5¹, 6, 9, 9¹, 12, 13, 16–22). As a result, we have two competing realms of insurance contract law: the realm of voluntary insurance contracts and the realm of compulsory insurance contracts. The interrelations between the two regimes are unclear, as article 22 (1) of the Compulsory Insurance Act fails to properly address the conflicts between the two regimes.

Finally, we should observe that serious regulatory loopholes still exist in the law of insurance contract. For example, accident and sickness insurance, group insurance, and general (floating) insurance have been left almost unregulated. It should be noted that with the mere six articles devoted to the contract of life insurance, this type of insurance has received a highly insufficient and, least to say, rather fragmented regulation.

We can point to several important, more detailed legal measures that were introduced to the CC in 2007 and merit critical evaluation. Regretfully, they have made a negative impact on the insurance practice. A list of these regulations is presented below:

72. J. Łopuski, “Reforma cywilnego prawa ubezpieczeniowego,” 80.

73. *Ibidem*.

- The partly incorrect language of article 807 (1) has been maintained;⁷⁴
- There is a confusion involving the contract for the benefit of “whom it may concern” (see article 296 (2) MC) and the contract for the benefit of a third party (article 808 CC);⁷⁵
- The unjustified repeal of article 812 (1) CC and a referral to article 384 CC have created confusion in respect of delivery of General Conditions documents to the insured;⁷⁶
- The rules governing the reimbursement of premium in the case of expiration of insurance before the end of contractual term are unclear (article 813 CC);
- There is no regulation on the legal consequences of a change in the probability of an insured accident occurring (article 816 (1)–(3) CC);
- The new version of article 813 CC introduced a harmful principle of total recalculation of premiums;
- The autonomy of the insured has been unreasonably limited in respect to the transfer of rights under an insurance contract (article 823 (1) CC);
- A dubious and equivocal regulation of double and multiple insurance has been introduced (in article 824¹ (2) CC);
- Extensively restrictive obligations relating to the duty to safeguard the insurer’s recourse (subrogation) rights after the insured accident have been imposed on the insured (article 826 (2) CC);
- The new regulation has ignored the problem of intentional perpetration of an insured accident by a representative of the proposer (article 827 (1) CC);

defective

Conclusions

The above analysis leads to some general conclusions. The modernisation process of Polish insurance law has not always been consistent. The flawed legal reform of 2007 discussed in this article proves that it is necessary to consider a comprehensive regulation of Polish insurance law which would encompass all aspects of insurance business under the heading of a single legal act. The idea of such an act is elaborated upon in another contribution in this issue.⁷⁷

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74. Critically, J. Łopuski, “Reforma cywilnego prawa ubezpieczeniowego,” 70.

75. Ibidem., 71.

76. See, E. Kowalewski, “Obowiązek doręczenia ubezpieczającemu ogólnych warunków ubezpieczenia,” *Wiadomości Ubezpieczeniowe* 7–8, 15–20 [2007].

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Kształtowanie prawa ubezpieczeniowego w Polsce po 1990 r. – analiza krytyczna

W artykule omówiono reformy mające miejsce w polskim prawie ubezpieczeniowym w latach 1990–2007. Na wstępie autorzy skupiają się na potrzebie stworzenia nowoczesnego zbioru przepisów prawa ubezpieczeniowego, w szczególności prawa dotyczącego umów ubezpieczenia i organizacji branży ubezpieczeniowej w gospodarce wolnorynkowej (po 1990 r.). Głównym przedmiotem analizy jest ocena aktów prawnych, zwanych popularnie pakietem ustaw ubezpieczeniowych, przyjętych w 2003 r. Wspomniane ustawy stworzyły solidny fundament dla obszaru ubezpieczeń gospodarczych. Dotychczas była to największa reforma prawa ubezpieczeniowego w historii polskiego ustawodawstwa. Dostosowała ona polskie standardy i rozwiązania do prawa unijnego i dzięki temu wprowadziła krajowy rynek ubezpieczeniowy do jednolitego rynku europejskiego. Ponadto autorzy poddają krytycznej ocenie kilka mniejszych zmian oraz wielką reformę prawa umów ubezpieczeniowych z 2007 r.

Słowa kluczowe: przepisy ubezpieczeniowe, reforma ubezpieczeń, Polska.

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