dr Dariusz Piotr Fuchs, PhD

SUMMARY OF PROFESSIONAL ACCOMPLISHMENTS

I. Name and surname: Dariusz Fuchs

II. Diplomas, scientific / artistic degrees:

1. MA in Law - the degree obtained at the Faculty of Law and Administration of the University of Silesia in Katowice (1993);
2. Doctor of Juridical Science - the title awarded by the decision of the Law and Administration Faculty Board of the University of Silesia on the basis of presented doctoral dissertation entitled: „*Umowa ubezpieczenia majątkowego w prawie prywatnym międzynarodowym*" ["Property Insurance Agreement in the private international law"]; advisor: Prof. dr hab. Zbigniew Łabno, reviewers: Prof. dr hab. Maksymilian Pazdan, Prof. dr hab. Zdzisław Brodecki (12 May 1998), for which I was awarded with an Individual Award of the Rector of the University of Economics in Katowice (1998).

III. Information about the employment in research/scientific entities so far:

1. from 1992 to 1993 - the apprentice assistant; Transport Law and Insurance Unit of the Karol Adamiecki University of Economics in Katowice;
2. from 1993 to 1998 - the assistant; Transport Law and Insurance Unit of the Karol Adamiecki University of Economics in Katowice;
3. from 1998 to 2003 - the Assistant Professor; Transport Law and Insurance Unit of the Karol Adamiecki University of Economics in Katowice;
4. since 2002 - until the present - the Assistant Professor, the Department of Civil Law and Private International Law, The Faculty of Law and Administration, the Cardinal Wyszyński University in Warsaw;

Regardless of the abovementioned employment:

5. from 1996 to 1998 - assistant, Poznań School of Banking, School in Chorzów;
6. from 1998 to 2001 - Assistant Professor, Poznań School of Banking, School in Chorzów;
7. from 2001 to 2006 - Assistant Professor, School of Banking and Finances, Katowice.

IV. Indication of achievements referred to in art. 16 section 2 of the Act of 14 March 2003 on Academic Degrees and on Title and Degrees and on Title in the Arts (i.e. Dziennik Ustaw - Official Journal of Laws of 2017, item 1789, as amended).

1. With regard to scientific achievements made after the award of the doctoral degree, constituting an input into the development of law as a scientific discipline, I would like to present the thematically related series of publications entitled:

"Uniform insurance contract law - beginnings of the idea, evolution and prospects"

This series consists of 27 essays and articles dealing with a variety of aspects of uniform insurance contract law, also taking into account conflict law and jurisdiction issues, as well as an impact of the uniform insurance contract law upon the indigenous regulations on insurance contract and possible de lege ferenda conclusions, which was supported by comparative law analysis. All publications comprising the thematically related series were published in reviewed scientific journals or they are chapters in monographs over the years 1998-2014.

Altogether, the series consists of the following items:

1. D. Fuchs, 1998, *Dyrektywy III generacji prawa ubezpieczeniowego oraz ich implementacja w wybranych prawodawstwach państw członkowskich Unii Europejskiej* [Third generation insurance directives and their implementation in selected legislations of European Union member countries [in:] C. Mik (ed.), *Implementacja prawa integracji europejskiej w krajowych porządkach prawnych [Implementation of European integration law in state legal systems*, monograph, published by Dom Organizatora, Toruń 1998, ISBN 83-86850-98-1, s. 287-314.

2. D. Fuchs, 1999, *Wybrane cechy umowy ubezpieczenia majątkowego* [Selected characteristics of property insurance], „Prawo Asekuracyjne" no. 4/1999, ISDN 1233-5681, pp. 36-49;

3. D. Fuchs, 1999, *Konstytucja RP a reforma ubezpieczeń gospodarczych w perspektywie członkostwa w Unii Europejskiej* [Constitution of the Republic Poland and commercial insurance reform in view of EU membership] [in:] C. Mik (ed.), *Konstytucja Rzeczypospolitej Polskiej z 1997 roku a członkostwo Polski w Unii Europejskiej* [Constitution of the Republic of Poland from 1997 and EU membership of Poland], monograph, published by Towarzystwo Naukowe Organizacji i Kierownictwa, Toruń 1999, ISBN: 83-87673-68-4, pp. 429-464;

4. D. Fuchs, 1999, *Normy kolizyjne w ubezpieczeniach. Próba porównania (na przykładzie rozwiązań europejskich)* [Conflict norms in insurance. An attempt at comparison (based on European solutions)] [in:] A. Rączaszek (ed.), *II i III Filar Ubezpieczeń Emerytalnych. Demograficzne i Społeczne uwarunkowania ubezpieczeń*, [2nd and 3rd Pillar of Pension Fund. Demographic and Social conditions of insurance], monograph, Katowice 1999, ISBN: 83-911790-7-9, pp. 177-192;

5. D. Fuchs, 2001, *Znaczenie ratyfikacji przez RP Konwencji z Lugano dla właściwości sądu w zakresie ubezpieczeń gospodarczych* [w:] C. Mik (ed.), *Wymiar sprawiedliwości w Unii Europejskiej*, [The importance of ratification by Poland of the Lugano Convention for court jurisdiction in the scope of commercial insurance] monograph, published by Towarzystwo Naukowe Organizacji i Kierownictwa, Toruń 2001, ISBN: 83-7285-043-7, pp. 401-417;

6. D. Fuchs, 2002, *Dobro powszechne (ogólne) jako wyznacznik ewolucji wspólnotowwego prawa ubezpieczeń gospodarczych* [Public good (common) as a determinant of the evolution of the EU commercial insurance law [in:] C. Mik, (ed.). Prawo gospodarcze Wspólnoty Europejskiej na progu XXI Wieku [Commercial law of the European Union at dawn of 21st century], Toruń 2002,ISBN: 83-7285-092-5, pp. 71-95.

7. D. Fuchs, 2003, *Dostosowanie prawa polskiego w zakresie umowy ubezpieczenia do wymogów aquis communautaire z uwzględnieniem projektu Europejskiego kodeksu cywilnego* [Adjustment of Polish law regarding the insurance contract to the requirements of aquis communautaire taking into account the project of European Civil Code] [in:] *Ubezpieczenia w polskim obszarze rynku europejskiego. Wyzwania i oczekiwania* [Insurance in the Polish area of the European market. Challenges and expectations], monograph, published by Oficyna Wydawnicza Branta, Warszawa 2003, ISBN: 83-89073-61-7, 83-89437-17-1, pp. 71-84;

8. D. Fuchs, 2004 r., *Reforma wspólnotowej regulacji ubezpieczeń na życie a stan rozwoju europejskiego prawa kontraktów* [The reform of EU life insurance regulation and the state of development of European contract law] [in:] C. Mik (ed.), *Unia Europejska w dobie reform (Konwent Europejski. Traktat Konstytucyjny. Biała Księga w sprawie rządzenia Europą)* [European Union in the reform era (European Convent. The Constitutional Treaty. White papers on governing Europe)], monograph, published by Towarzystwo Naukowe Organizacji i Kierownictwa, Toruń 2004, ISBN: 83-8285-148-4, pp. 443-458;

9. D. Fuchs, 2004, *Pojęcie ryzyka i jego umiejscowienia (lokalizacji) w prawie ubezpieczeń gospodarczych*, [The notion of risk and its location in commercial insurance law] „Zeszyty Prawnicze", no. 4.2/2004, ISSN: 1643-8183, pp. 237-254;

10. D. Fuchs, 2005, *Swoboda świadczenia usług w świetle nowego prawa ubezpieczeniowego* [Freedom of service provision in the light of the new insurance law] [in:] T. Sangowski (ed.), *Finansowe narzędzia zarządzania zakładem ubezpieczeń* [Financial tools of insurance company management], monograph, published by Wydatnictwo POLTEXT, Warszawa 2005, ISBN: 83-88840-74-6, pp. 77-92;
11. D. Fuchs, 2005, *Ubezpieczenia gospodarcze w świetle Konwencji Rzymskiej i projektu Rozporządzenia „Rzym II"* [Commercial insurance in the light of Rome Convention and the project of the regulation "Rome II], „Forum dyskusyjne ubezpieczeń i funduszy emerytalnych", z. 5/2005, ISSN: 1733-8360, pp. 25-41;
12. D. Fuchs, 2006, *Ochrona ubezpieczeniowa jako świadczenie główne ubezpieczyciela*, [Insurance protection as the main service of the insurer] „Prawo Asekuracyjne", no. 2/2006 (47), ISSN: 1233-5681, pp. 40-49;
13. D. Fuchs, 2007, *Nowelizacja kodeksu cywilnego w zakresie wybranych przepisów ogólnych o umowie ubezpieczenia w świetle prac Project Group on a Restatement of European Insurance Contract Law*, [Amendments to the civil code in the scope of selected general provisions on the insurance contract in the light of works of Project Group on a Restatement of European Insurance Contract Law] „Wiadomości Ubezpieczeniowe", no. 7-8/2007, ISSN: 0137-7264, pp. 32-37;
14. D. Fuchs, 2008, *Właściwość sądu i właściwość prawa w europejskich ubezpieczeniach gospodarczych*, [Court jurisdiction and law jurisdiction in European commercial insurance system] „Prawo Asekuracyjne", no. 2/2008, ISSN: 1233-5681, s. 49-65;
15. D. Fuchs, *Ochrona konsumencka ubezpieczającego w świetle ewolucji definicji konsumenta oraz nowelizacji art. 384 kodeksu cywilnego* [Consumer protection of the insurer in the light of evolution of the consumer definition and amendments of art. 384 of the civil code] [in:] M. Kuchlewska (ed.), *Szkice o ubezpieczeniach*, [Insurance Outlines] „Zeszyty Naukowe Akademii Ekonomicznej w Poznaniu", no. 75, Poznań 2006 ISSN:1641-2168, ISBN: 978-83-7417-171-7, s.27-42;
16. D. Fuchs, 2009, *Charakter prawny polisy ubezpieczeniowej w prawie polskim a przedmiotowy zakres zastosowania Konwencji Wiedeńskiej o umowach międzynarodowej sprzedaży towarów z 1980 roku. Przyczynek do wykładni norm międzynarodowego prawa handlowego*, [The legal nature of insurance policy in the Polish law and the substantive scope of application of the Vienna Convention on Contracts for the International Sale of Goods from 1980. Contribution to the interpretation of international trade law standards], „Rozprawy Ubezpieczeniowe", no. 1/2009 (6), ISSN:1896-3641, pp. 19-26;
17. D. Fuchs, 2009, *Restatement of European Insurance Contract Law a koncepcja polskiego kodeksu ubezpieczeń* [Restatement of European Insurance Contract Law and the concept of Polish insurance code] [in:] E. Kowalewski (ed.), *O potrzebie polskiego kodeksu ubezpieczeń* [About the need of Polish insurance code], monograph, published by Dom Organizatora, Toruń 2009, ISBN 978-83-7285-471-1, pp. 125-142;
18. D. Fuchs, 2010, *The European Restatement Contract Law a grupowe ubezpieczenia na życie* [The European Restatement Contract Law and group life insurance] [in:] E. Kowalewski (ed.), *Ubezpieczenia grupowe na życie a prawo*

zamówień publicznych [Group life insurance and the public procurement law], monograph, published by Dom Organizatora, Toruń 2010, ISBN: 978-83-7285-582-4, pp. 185-197;

19. D. Fuchs, 2010, *Insurance Restatement jako europejski instrument opcjonalny służący regulacji umowy ubezpieczenia*, [Insurance Restatement as an optional European instrument in insurance contract regulation], *„Rozprawy Ubezpieczeniowe", no. 2/2010 (9), ISSN: 1896-3641, pp. 126-133,*

20. D. Fuchs, *2012, Status ubezpieczonego według rozporządzenia Rady (WE) nr 44/2001 – wnioski de lege ferenda dla prawodawcy polskiego* [The status of the Insured according to the Regulation of the Council (EC) no. 44/2001 - de lege ferenda conclusions for the Polish legislator], „Europejski Przegląd Sądowy", no. 5/2012, ISSN: 1895-0396, pp. 24-30,

21. D. Fuchs, 2013, *Dowód zawarcia umowy ubezpieczenia w prawie polskim oraz unijnym projekcie PEICL – uwagi co do formy* [The proof of concluding an insurance contract in Polish law and the EU project PEICL - notes on the form], [in:] *Kierunki rozwoju ubezpieczeń gospodarczych w Polsce. Wybrane zagadnienia prawne* [Directions of commercial insurance development in Poland. Selected legal issues], monograph, ed. by B. Gnela, M. Szaraniec, published by Difin S.A., Warszawa 2013, ISBN: 978-83-7930-012-9, pp. 145-157;

22. D. Fuchs, 2013 r., *Treść dowodu zawarcia umowy ubezpieczenia w prawie polskim i w unijnym projekcie „Zasady Europejskiego Prawa Ubezpieczeń (PEICL)"* [The contents of the proof of insurance contact conclusion in Polish law and EU project Principles of European Insurance Contract Law (PEICL), „Rozprawy Ubezpieczeniowe" no. 2/2013 (15), ISSN: 1896-3641, pp. 19-30;

23. D. Fuchs, A. Malik, 2013 r., *Znaczenie regulacji artykułu 819 §4 KC dla wznowienia biegu terminu przedawnienia w sporach ubezpieczeniowych*, [The importance of provisions of article 819 §4 of Civil Code for the reinstatement of the period of prescription in insurance disputes], „Monitor Prawniczy" no. 9/2014, ISSN: 1230-6509, pp. 457-463;

24. D. Fuchs, 2014 r., *Regulacja obowiązków przedkontraktowych stron umowy ubezpieczenia w prawie polskim. Postulaty de lege ferenda z punktu widzenia projektu PEICL* [Regulation of pre-contractual duties of insurance contract parties in Polish law] [in:] M. Serwach (ed.), *Rynek ubezpieczeniowy – nadregulacja czy niedoregulowanie* [Insurance market - excessive or insufficient regulation], monograph, published by the Łódź University Publishing House, Łódź 2014, ISBN: 978-83-7969-061-9, pp. 71-82;

25. D. Fuchs, 2014, *Pojęcie ryzyka w unijnym prawie ubezpieczeń gospodarczych na przykładzie Polski a treść Principles of European Insurance Contract Law* [The notion of risk in the EU commercial insurance law on the basis of Poland and the contents of Principles of European Insurance Contract Law] [in:] M. Serwach (ed.), *Ryzyko ubezpieczeniowe. Wybrane zagadnienia teorii i praktyki* [Insurance risk. Selected issues of theory and practice], monograph, published by the Łódź University Publishing House, Łódź 2014, ISBN: 978-83-7525-857-8, pp. 227-246;

26. D. Fuchs, 2014, *Umowa ubezpieczenia na życie w projekcie zasad europejskiego prawa ubezpieczeń* [Life insurance contract in the project of Principles of European

Insurance Contract] [in:] M. Ziemiak (ed.), *Ubezpieczenia na życie. Prawo i ekonomia*, [Life insurance. Law and Economy], *monograph*, vol. I, published by Polskie Towarzystwo Ekonomiczne Oddział w Toruniu, Toruń 2014, ISBN: 978-83-62049-26-4, pp. 57-71;

27. D. Fuchs, 2014 r., *Zasady europejskiej umowy ubezpieczenia (PEICL) a regulacja ubezpieczeń obowiązkowych w Polsce* [Principles of European Insurance Contract (PEICL) and the regulation of obligatory insurance in Poland], [in:] *System prawny ubezpieczeń obowiązkowych. Przesłanki i kierunki reform* [Legal system of obligatory insurance. Prerequisites and directions of reforms] , monograph, ed. by E. Kowalewski, W.W. Mogilski, published by Dom Organizatora, Toruń 2014, ISBN: 978-83-7285-751-4, pp. 123-139;

2. Discussion of scientific aims of a monothematic series of scholarly works entitled "Uniform insurance contract law - beginnings of the idea, evolution and prospects."

The problem of legal framework in which the insurance trade takes place, due to its importance for the social and economic development, is an important issue both in terms of internal law and with regards to the changes taking place in the field of politics, the result of which is the implementation of applicable international regulations. Obviously, the consistency of such regulations is obtainable only in case of consensus of the interested entities deciding about the mode and effects of applicable legislative activities. At the same time the significance of this issue in terms of international law was not inspiring enough for the European legislator to implement, at the dawn of creating foundations of uniform European market, norms creating in a homogenous way the legal relationship from which the right and duties of insurance contract parties result. Therefore in order to determine both sources of inspiration and the positive law in force in this respect, I commenced my research, based primarily on the comparative law method, the aim of which was the determination of binding legal solutions in the EU scale, at the time Poland already aspired to become a member of the Union. For the indigenous legislator, also due to the interest in the scholarly milieu in the matter of implementation of commercial insurance law (and in particular the solutions concerning insurance contracts) in legal system of member countries, I undertook to analyse this theme in the publication *Dyrektywy III generacji prawa ubezpieczeniowego oraz ich implementacja w wybranych*

prawodawstwach państw członkowskich Unii Europejskiej [Third generation insurance directives and their implementation in selected legislations of European Union member countries [in:] C. Mik (ed.), *Implementacja prawa integracji europejskiej w krajowych porządkach prawnych* [Implementation of European integration law in state legal systems], monograph, published by Dom Organizatora, Toruń 1998. Already at that time it proved that the analysis of secondary law regarding the insurance contract, in fact - the solutions binding primarily in the scope of conflict of laws analysis, are insufficient and I signalled the necessity to undertake more in-depth research of the significance for the insurance contract in the legislation of European treaty norms and institutions developed therein, on the basis of *intérêt général* (*general good*), which was made most inherently by means of the analysis of the public (common) good concept and its meaning for the freedom of insurance services provision, also in the context of *ius contrahendi* of the insurer in particular state legislations, most prominently in the work: *Dobro powszechne (ogólne) jako wyznacznik ewolucji wspólnotowwego prawa ubezpieczeń gospodarczych* [Public good (common) as a determinant of the evolution of the EU commercial insurance law [in:] C. Mik, (ed.). Prawo gospodarcze Wspólnoty Europejskiej na progu XXI Wieku [Commercial law of the European Union at dawn of 21st century], Toruń 2002, by means of presenting a vital issue in Polish (and not only) literature, i.e. the so-called co-insurance decisions, to establish framework of acceptable interference of state legislators in the contractual freedom of the insurance contract parties, which in turn constituted the point of reference in applicable documents of European Commission (so-called general good test). Later I have continued to deal with the aspect of presentation of the EU legislation institutions 9 (including EU freedom), relevant to proper understanding of rights and obligations of the insurance contract. Understandably, due to the universality of this notion in commercial insurance, I commenced working on this theme from defining the risk designate (e.g. *Pojęcie ryzyka i jego umiejscowienia (lokalizacji) w prawie ubezpieczeń gospodarczych*, [The notion of risk and its location in commercial insurance law] „Zeszyty Prawnicze", no. 4.2/2004). Subsequently I referred to the problem of freedom of insurance service provision, taking into account specific back then standards of the insurance activity act from 2003 (in particular art. 129), in: *Swoboda świadczenia usług w świetle nowego prawa ubezpieczeniowego* [Freedom of service provision in the light of the new insurance law] [in:] T. Sangowski (ed.), *Finansowe narzędzia zarządzania zakładem*

ubezpieczeń [Financial tools of insurance company management], monograph, published by Wydawnictwo POLTEXT, Warszawa 2005).

Simultaneously it was already then that I noticed that the basic factor limiting the contractual freedom, which also impacts uniformity (or rather its lack) of rules acceptable by national legislators regarding the rights and obligations of the insurance contract, is the regime of insurance service consumer protection *(Normy kolizyjne w ubezpieczeniach. Próba porównania (na przykładzie rozwiązań europejskich)* [Conflict norms in insurance. An attempt at comparison (based on European solutions)] [in:] A. Rączaszek (ed.), *II i III Filar Ubezpieczeń Emerytalnych. Demograficzne i Społeczne uwarunkowania ubezpieczeń*, [2nd and 3rd Pillar of Pension Fund. Demographic and Social conditions of insurance], Katowice 1999) I undertook this kind of study in a more detailed way, both with regards to EU and Polish law, also with reference to the fundamental notion of insurance protection, as the service provided by the main insurer, the result of which and representative example are the works: *Ochrona konsumencka ubezpieczającego w świetle ewolucji definicji konsumenta oraz nowelizacji art. 384 kodeksu cywilnego* [Consumer protection of the insurer in the light of evolution of the consumer definition and amendments of art. 384 of the civil code] [in:] M. Kuchlewska (ed.), *Szkice o ubezpieczeniach*, [Insurance Outlines] „Zeszyty Naukowe Akademii Ekonomicznej w Poznaniu", no. 75, Poznań 2006 and *Ochrona ubezpieczeniowa jako świadczenie główne ubezpieczyciela*, [Insurance protection as the main service of the insurer] „Prawo Asekuracyjne", no. 2/2006 (47). I assumed also that for social reasons a possible starting point of international private law for creating and development of uniform regulation of the insurance contract will be the standardised regulation of consumer contract. This is how Insurance consumer law became a separate field of my scholarly interest (see p. IV.2).

For that reason as well it was necessary to include law comparison considerations referring to key insurance issues of contract law, made on the basis of the analysis of key legal systems in this regard (*Wybrane cechy umowy ubezpieczenia majątkowego* [Selected characteristics of property insurance], „Prawo Asekuracyjne" no. 4/1999). It is also worth emphasising that in these law comparative studies there was also an assessment of Polish law at that time, suggesting necessary changes.

For the same reason, I believed it was necessary to deal with the issue of the regulation of international insurance contract within the framework of intensive studies regarding the consequences of entry into force of the Constitution of the

Republic of Poland from 1997 which were occurring at that time (at the end of 1990s), which was expressed in Fuchs, 1999, *Konstytucja RP a reforma ubezpieczeń gospodarczych w perspektywie członkostwa w Unii Europejskiej* [Constitution of Poland and commercial insurance reform in view of EU membership] [in:] C. Mik (ed.), *Konstytucja Rzeczypospolitej Polskiej z 1997 roku a członkostwo Polski w Unii Europejskiej* [Constitution of Poland from 1997 and EU membership of Poland], monograph, published by Towarzystwo Naukowe Organizacji i Kierownictwa, Toruń 1999. It was in this work that I emphasised it was impossible to expect the proper development of Polish insurance market without a conscious absorption of solutions resulting from international sources of law commonly binding in this regard, since although it stabilises regulatory dispersion (including the lack of systemic solutions regarding the insurance contract regulation in substantive terms) with regards to the condition at that time, it must constitute a necessary rise to works on uniformed legislation in the future.

It was after completing this dissertation that I became certain that further work leading to the formulation of a coherent postulate concerning the adoption of uniform insurance contract legislation in the international scale cannot take place without taking into account not only the output of primary and secondary EU law and adequate conflict law solutions already existing in the range of searching for the right legislation for this contract, but it should also take into consideration issues referring to court jurisdiction, and henceforth the fact that already applicable legal solutions in a relatively detailed way regulated the status of the insurer and entities entitled to pursue claims based on the insurance relationship. For the same reason I developed these threads in further studies and essays, namely *Znaczenie ratyfikacji przez RP Konwencji z Lugano dla właściwości sądu w zakresie ubezpieczeń gospodarczych* [The importance of ratification by Poland of the Lugano Convention for court jurisdiction in the scope of commercial insurance] [in:] C. Mik (ed.), *Wymiar sprawiedliwości w Unii Europejskiej* [The judiciary in the European Union], monograph, published by Towarzystwo Naukowe Organizacji i Kierownictwa, Toruń 2001, as well as (emphasising the issue of applicable changes in Polish legislation) in *Status ubezpieczonego według rozporządzenia Rady (WE) nr 44/2001 – wnioski de lege ferenda dla prawodawcy polskiego*, [The status of the insured according to the regulation of the Council (EC) no. 44/2001 - conclusions de lege ferenda for Polish legislator], „Europejski Przegląd Sądowy" no. 5(80) May 2012. However, in order to facilitate the cooperation of the

judicial system regarding the procedure referring to insurance disputes, it is also necessary to obtain relevance in the scope of *lex fori*. If member states represent too farfetched diversities regarding private substantive law, the understanding of court verdicts (and consequently their acceptance) by citizens of member states and entrepreneurs located therein will be far from satisfactory. Therefore, without effort to create the law of uniform insurance contract the effects of this cooperation will be worse than expected. For that reason as well I simultaneously began research study on implications of insurance contract law notions for interpretations of international trade law standards, the confirmation of which is the article: Fuchs, 2009, *Charakter prawny polisy ubezpieczeniowej w prawie polskim a przedmiotowy zakres zastosowania Konwencji Wiedeńskiej o umowach międzynarodowej sprzedaży towarów z 1980 roku. Przyczynek do wykładni norm międzynarodowego prawa handlowego*, [The legal nature of insurance policy in the Polish law and the subject matter scope of application of the Vienna Convention on Contracts for the International Sale of Goods from 1980. Contribution to the interpretation of international trade law standards], „Rozprawy Ubezpieczeniowe", no. 1/2009 (6). The lack of coherence I noticed then between the standards of international trade law with institutions created in the course of evolution of commercial insurance on the example of the (sea) insurance policy additionally urged me to further analyse the state of substantial solutions in the scope of insurance contract in international terms. Regardless of that, the most crucial shortcoming of current legal status is the lack of certainty of contractual parties regarding the result of possible disputes arising in connection with the conclusion or performance of a given insurance contract. Undoubtedly for a significant number of commonly concluded contracts this status has one more undesirable consequence in the form of the lack of awareness of legal and economic consequences, which is particularly well visible in case one of the parties of the contract is a non-professional policyholder. Here it is necessary to emphasise that for commercial insurance it is also characteristic that even in the case of an entrepreneur as insurance service recipient (see B2B relationship) such situation does not have a significant impact upon the awareness of insurance practice reality by an insurance company customer. Similarly the situation is not diametrically different in case of awareness (*sci.* the lack of awareness) of regulations in the scope of insurance contracts valid in particular legal systems. A variety of legal regimes is troublesome both for the consumer and the entrepreneur, and most certainly

it does not facilitate insurer's business operation. Consequently, the uniform insurance contract law is an urgent need of international insurance market.

Following my observation concerning severe lack of studies regarding uniform European insurance contract law in Polish literature, I undertook research studies on the existing solutions in this regard, which resulted in the presentation and assessment of EU law in the scope of life insurance contract *(Reforma wspólnotowej regulacji ubezpieczeń na życie a stan rozwoju europejskiego prawa kontraktów* [The reform of EU life insurance regulation and the state of development of European contract law] [in:] C. Mik (ed.), *Unia Europejska w dobie reform (Konwent Europejski. Traktat Konstytucyjny. Biała Księga w sprawie rządzenia Europą)* [European Union in the reform era (European Convent. The Constitutional Treaty. White papers on governing Europe)], monograph, published by Towarzystwo Naukowe Organizacji i Kierownictwa, Toruń 2004). In this work I also made a reference, probably the first ever in Polish literature, to the status of progress of the European civil code project at the time from the perspective of life insurance contract. Simultaneously it made me start to research the status of compliance of Polish legislation concerning the insurance contract *per toto* with European legislation (both in force and planned), in order to indicate possible changes, necessary due to the adjustment of local regulation to recognized international standards. An attempt to make an overall assessment, for obvious reasons, an initial one, I made in *Dostosowanie prawa polskiego w zakresie umowy ubezpieczenia do wymogów acquis communautaire z uwzględnieniem projektu Europejskiego kodeksu cywilnego* [Adjustment of Polish law regarding the insurance contract to the requirements of aquis communautaire taking into account the project of European Civil Code] [in:] *Ubezpieczenia w polskim obszarze rynku europejskiego. Wyzwania i oczekiwania* [Insurance in the Polish area of the European market. Challenges and expectations], monograph, published by Oficyna Wydawnicza Branta, Warszawa 2003.

Simultaneously, inspired by conclusions from adopting the necessary directions of commercial insurance legislation reform in order to achieve the uniformity of regulations in international relations, I assumed that substantial matters need to be coherently analysed (provided existing legislation allows to do so) with the conflict law issues, a representative example of which (apart from earlier interest in conflict standards of third generation EU insurance directives) was the presentation of solutions of 1980 Rome convention with reference to the law applicable to the insurance contract

(*Ubezpieczenia gospodarcze w świetle Konwencji Rzymskiej i projektu Rozporządzenia „Rzym II"* [Commercial insurance in the light of Rome Convention and the project of the regulation "Rome II], „Forum dyskusyjne ubezpieczeń i funduszy emerytalnych", z. 5/2005. On this basis, as a consequence for the first time in Polish literature I formulated the overall concept of *cross-borderness* (based on the notion of cross-border insurance adopted in Polish literature thanks to the work of Prof. Eugeniusz E. Kowalewski, *The issues of insurance conflict laws*, PiP z 2(708) from 2005). This way I introduced a threefold notion of cross-borderness in Polish literature regarding insurance contract, as an effect of my considerations so far, as well as a further forecast of future research, namely: cross-borderness in the sense of jurisdiction, cross-borderness in the understanding of conflict laws, and finally, substantive cross-borderness, which is the measure of the status of uniformity of insurance contract law, and its achievement in the greatest possible degree allows the limitation of inconvenience of faulty usage of the insurance contract participants from the conflict law freedom and minimizes the risk of *forum shopping* in the jurisdiction sphere, at the same time leading to standardized understanding of the insurance case as a criterion of particular court jurisdiction in the EU Regulation, the so-called Brussels I (*vide: Właściwość sądu i właściwość prawa w europejskich ubezpieczeniach gospodarczych*, [Court jurisdiction and law jurisdiction in European commercial insurance system] „Prawo Asekuracyjne", no. 2/2008). Undoubtedly, this perception of the notion of legal variety regarding insurance contract brought about the fact that since 2006 I have been, as the sole representative of academic centres in Poland, an appointed member of Project Group on Project on Insurance Contract Law – PEICL (*scil.*: Restatement Insurance Group), where I could further develop my interests in the uniform insurance law, on the basis of my own earlier scientific contribution and comparative law works within the workgroup. It should also be emphasised that at the stage of creating PEICL UNIDROIT Rules of Contract Law were also taken into consideration, both in terms of contents and the constructions of clauses therein. The result of my involvement in the European project was a series of publications referring, on the one hand, to the presentation of the concept of optional insurance contract law, as well as overall contents of this project, after completing the basic stage of group work in 2008 (*vide*: D. Fuchs, *Insurance Restatement jako europejski instrument opcjonalny służący regulacji umowy ubezpieczenia*, [Insurance Restatement as an optional European instrument in insurance contract regulation], „Rozprawy Ubezpieczeniowe", no. 2/2010 (9). I noticed,

too, that the concept of PEICL was based on the idea of the directive on insurance contract, which never reached beyond project works, but nonetheless it made the need of such regulation clear for the next decades, at least in united Europe, but at the same time the possibility of employing intellectual potential of the scientific milieu representatives of EU member states. The project of the directive constitutes *origines iuris Europae assecurationis*. However public presentation of this project highlighted its deficiencies and brought about criticism, which was inspiring for further development of the project of uniform insurance contract law in PEICL. The basic cause of this criticism, apart from particularities and protectionism of own insurance market by member states, were deficiencies resulting from state dispersion of insurance contract regulation. The main reason for that were and are differences between the *common law* and continental systems with regards to the insurance contract regulation, from the point of view of the insured's protection as well as supervision over the insurer. This dichotomous division into two essential legal systems in case of insurance is further fragmented, which naturally causes additional dispersion between the legal provisions of, e.g. English, French, German and Italian systems. Therefore works on PEICL were undertaken on the basis of wide ranging law comparative studies.

At the same time during this activity, lasting already for several years (finally works of this group still continue, and another meeting, linked with international conference is planned for September this year in Vienna), I have been aware of the necessity to indicate (with reference to Polish law) which areas require changes, and most of all the presentation of the thesis that PEICL is not just an academic alternative for the lack of uniform insurance contract law in Europe (and outside Europe), but most of all it is (it should be) a continued inspiration for the Polish legislator, how the existing legal status can be evolutionary modified, given its imperfection, in the scope of the insurance contract definition, as well as the concept of cogency of norms in this regard accepted in art. 807 of Polish Civil Code *(Nowelizacja kodeksu cywilnego w zakresie wybranych przepisów ogólnych o umowie ubezpieczenia w świetle prac Project Group on a Restatement of European Insurance Contract Law*, [Amendments to the civil code in the scope of selected general provisions on the insurance contract in the light of works of Project Group on a Restatement of European Insurance Contract Law] „Wiadomości Ubezpieczeniowe", no. 7-8/2007). This concept is consistent with the understanding preferred by EU organs, where the value of uniform insurance contract law is emphasised in order to decrease the costs of business activity and the costs of

living of EU citizens, as well as, which is particularly important in the context of consumer protection - to decrease the uncertainty towards the applicable law, which currently caused not only economic costs, but has also social consequences, including psychological ones. Next I examined in a more detailed way the institution of Polish insurance contract law due to developed PEICL clauses, indicating also *de lege ferenda* conclusions.

Most of all, for the first time in Polish literature, the concept of group life insurance contract according to PEICL was presented, referring the projected regulation to Polish legal system practice *(The European Restatement Contract Law a grupowe ubezpieczenia na życie* [The European Restatement Contract Law and group life insurance] [in:] E. Kowalewski (ed.), *Ubezpieczenia grupowe na życie a prawo zamówień publicznych* [Group life insurance and the public procurement law], monograph, published by Dom Organizatora, Toruń 2010) Due to the progress of law comparison works of workgroup members in subsequent years and the completion of the part of the project with regards to life insurance, a more detailed analysis was presented in the study *Umowa ubezpieczenia na życie w projekcie zasad europejskiego prawa ubezpieczeń [Life insurance contract in the project of Principles of European Insurance Contract] [in:] M. Ziemiak (ed.), Ubezpieczenia na życie. Prawo i ekonomia, [Life insurance. Law and Economy], monograph, vol. I, published by Polskie Towarzystwo Ekonomiczne Oddział w Toruniu, Toruń 2014.*

PEICL concept and experience gained while working in the group allowed me also to formulate insights concerning the idea of Polish insurance code for which the European project might serve as an implementation model (*Restatement of European Insurance Contract Law a koncepcja polskiego kodeksu ubezpieczeń* [Restatement of European Insurance Contract Law and the concept of Polish insurance code] [in:] E. Kowalewski (ed.), *O potrzebie polskiego kodeksu ubezpieczeń* [About the need of Polish insurance code], monograph, published by Dom Organizatora, Toruń 2009), and also constitute guidelines for considerations regarding classification (and reform) of obligatory insurance in Poland, the conclusions of which are still valid, facing primarily "excessive" amount of obligatory insurance in Polish law if compared with the solutions of majority of European countries *(Zasady europejskiej umowy ubezpieczenia (PEICL) a regulacja ubezpieczeń obowiązkowych w Polsce* [Principles of European Insurance Contract (PEICL) and the regulation of obligatory insurance in Poland], [in:] *System prawny ubezpieczeń obowiązkowych. Przesłanki i kierunki reform* [Legal system of

obligatory insurance. Prerequisites and directions of reforms], monograph, ed. by E. Kowalewski, W.W. Mogilski, published by Dom Organizatora, Toruń 2014). The series of publication devoted to the importance of PEICL for the reform of Polish law in the insurance contract, includes also items dedicated to more detailed issues, which were raised (and partially still are) in practice and prompted also diverse opinions in subject literature. There is hope that in accordance with the phrase *Iustitia est obtemperatio scriptis legibus institutisque populorum (M.T. Cicero, De legibus)* the national legislator should accept this project as an inspiration also for further work upon the reform of the entire insurance law, also in particular with reference to the concept and range of insurance contract regulation in Civil Code and the issue of detailedness of this regulation in the context of possible separate regulation, in a legal regulation other than Civil Code. Another possible solution would be regulating in Poland a complex matter of commercial insurance law in a separate legal regulation on the basis of PEICL (*vide* the concept of Polish insurance code, the author of which was Prof. Eugeniusz Kowalewski).

Taking the above into consideration, noteworthy is the first in Polish literature critical consideration of pre-contractual obligations of insurance contract parties with the reflection of European project achievements *(Regulacja obowiązków przedkontraktowych stron umowy ubezpieczenia w prawie polskim. Postulaty de lege ferenda z punktu widzenia projektu PEICL* [Regulation of pre-contractual duties of insurance contract parties in Polish law] [in:] M. Serwach (ed.), *Rynek ubezpieczeniowy – nadregulacja czy niedoregulowanie* [Insurance market - excessive or insufficient regulation], monograph, published by the Łódź University Publishing House, Łódź 2014). Subsequently, on the basis of law comparative analysis, I examined the question of the insurance contract contents and necessary changes of civil code in this scope *(Treść dowodu zawarcia umowy ubezpieczenia w prawie polskim i w unijnym projekcie „Zasady Europejskiego Prawa Ubezpieczeń (PEICL)"* [The contents of the proof of insurance contact conclusion in Polish law and EU project Principles of European Insurance Contract Law (PEICL), „Rozprawy Ubezpieczeniowe" no. 2/2013 (15)), as well as doctrine assessment of the notion of the insurance document *(Dowód zawarcia umowy ubezpieczenia w prawie polskim oraz unijnym projekcie PEICL – uwagi co do formy* [The proof of concluding an insurance contract in Polish law and the EU project PEICL - notes regarding the form], [in:] *Kierunki rozwoju ubezpieczeń gospodarczych w Polsce. Wybrane zagadnienia prawne* [Directions of commercial

insurance development in Poland. Selected legal issues], monograph, ed. by B. Gnela, M. Szaraniec, published by Difin S.A., Warszawa 2013). PEICL was also an inspiration to indicate the appropriate interpretation of civil code standards referring to prescription of insurance contract claims, and, in particular, the beginning and the end of this period. The acquis of European project also in this case allows avoiding the conceptual dispersion and thanks to that, the regulation which is of vital importance for insurance contract claims, will not be (at least, I hope) in the doctrine often so diametrically diversely interpreted and applied. (D. Fuchs, A. Malik, *Znaczenie regulacji artykułu 819 §4 KC dla wznowienia biegu terminu przedawnienia w sporach ubezpieczeniowych*, [The importance of provisions of article 819 §4 of Civil Code for the reinstatement of the period of prescription in insurance disputes], „Monitor Prawniczy" no. 9/2014). Simultaneously, in order to pursue my interest in the notion of risk in European and Polish commercial insurance law, I presented the results of research, indicating that PEICL solution already with reference to the definition of insurance contract should ultimately persuade the Polish legislator to make amendments to art. 805 of Civil Code, in order to ensure the appropriate importance to this key notion both for the private and public insurance law and determine the synallagmatic nature of the contractual insurance relationship (*vide:* IV.1). In my opinion this would also allow removing the discrepancies in court judicature regarding the nature and characteristics of insurance contract *(Pojęcie ryzyka w unijnym prawie ubezpieczeń gospodarczych na przykładzie Polski a treść Principles of European Insurance Contract Law* [The notion of risk in the EU commercial insurance law on the basis of Poland and the contents of Principles of European Insurance Contract Law] [in:] M. Serwach (ed.), *Ryzyko ubezpieczeniowe. Wybrane zagadnienia teorii i praktyki* [Insurance risk. Selected issues of theory and practice], monograph, published by the Łódź University Publishing House, Łódź 2014). To finish up these considerations, it is worth emphasising that uniform insurance contract law is yet to be created in a complex way, but in the European Union, despite the discrepancies, in my opinion we may notice the renaissance of European private law despite (unfortunately the slowing down of the decision making process of the Union bodies in this regard, since originally the implementation of PEICL was assumed to take place within the Union legislative process until the end of 2012 and currently it is planned for approximately 2019-2020. Hence the perspectives of this concept allow continuation of studies over the uniform insurance contract, and the interest of representatives of non-European countries and translations of PEICL, successively

done into Asiatic languages, justifies the belief that for modification of Polish insurance contract regulation beneficial for the participants it is necessary to accept the clauses of the European project. This is also how the uniform *ius gentium* of the insurance contract is created. Currently, however, it needs to be underlined that *Principles of European Insurance Contract Law* is a project of the act which contains clauses regulating the rights and obligations of insurance contract parties. These provisions will, as a rule, in a near future be possible to be applied by the parties as the governing law for the concluded contract. In this understanding the cross-borderness occurs in the substantive understanding, which would be the most desirable condition in united Europe, particularly due to the interest of the insured, but also the freedom of insurers in provided business services. It should also be stressed that all group members agree the contents of *Insurance Restatement* should constitute the point of reference for contracts which do not have a cross-border relation, although unfortunately internal regulations might be an obstacle (at least partially), such as art. 807 of Polish Civil Code. Such a conflict might exist *de lege lata* in case the parties of the insurance contract subjected to Polish law, performing absorption of *Insurance Restatement* clauses to the contract, caused a collision with mandatory provisions of art. 805-834 of Civil Code. A solution to this problematic situation would be an acceptance - according to Prof. J. Łopuski - of a systemically logical view that Civil Code norms regulating the insurance contract in the XXVII title of book three are of semi-imperative nature for the insurer, which would consequently mean that there is a possibility of a derogation from the will of the legislator, but only in case this solution serves the good of the insurer and of the insured, or possibly – the person entitled to receive the benefits (J. Łopuski [in:] *Kodeks cywilny z komentarzem* [Civil code with a commentary], ed. by J. Winiarz, vol. 2, Warszawa 1989, commentary to art. 807, page 726). The policyholder and the insured might be particularly predestined to receive protection understood this way. Obviously the problem of assessment remains, first by contractual parties, and in case of dispute, by the appropriate court, whether *in casu* the actually absorbed solution is really convenient for the policyholder when compared to maintaining the characteristics *expressis verbis* of norms concerning insurance contract from Polish Civil Code.

Recognising the fact that one of the main aims of *Insurance Restatement* authors is the protection of justified legal and economic interests of the policyholder, the insured and the beneficiary of the insurance benefit, and accepting the abovementioned concept of prof. J. Łopuski as most eligible, the author is certain about the admissibility

of the possibility of acceptance of the contents of *Insurance Restatement* in the internal relations, particularly in case of B2C relations. Simultaneously due to the basic concept of the policyholder's protection - regardless of whether they are a consumer or an entrepreneur - it is also necessary to support the justified application of *Insurance Restatement* clauses also in case of B2B relations (entrepreneur - entrepreneur). Another argument supporting such an interpretation is the contents of art. 1:103(2) of PEICL: "When there is doubt about the meaning of the wording of any document or information provided by the insurer, the interpretation most favourable to the policyholder, insured or beneficiary, as appropriate, shall prevail."

Another possible direction of PEICL absorption for Polish practice, even without direct implementation to Civil law or without adoption of the contents of the *Principles* of European Insurance Law as the Union law valid in all member states, is the interpretation of their current importance and - anticipating - future in the light of art. 56 of Civil Code: A legal act gives rise not only to the effects expressed therein but also to those which stem from the law, principles of community life and established custom." The practice of Polish insurance market will decide whether PEICL will become a vital reference point for insurance relations in the regulation of rights and obligations of insurance contract parties. The provision of art. 65 of Civil Code will also be meaningful: "§ 1. A declaration of intent should be interpreted in view of the circumstances in which it is made as required by principles of community life and established custom. § 2. In contracts, the common intention of the parties and the aim of the contract should be examined rather than its literal meaning." In view of the above, if in the foreseeable perspective the project becomes popular in European practice, than in Polish reality the policyholder and the insured (as well as the insurer) will be able to refer to it even when there is no *expressis verbis* reference to the project (or the contents of Union legislation valid in this respect) in a particular insurance contract. At the same time the implementation of this kind of optional instrument will constitute a significant stage in the development of uniform insurance contract law in the European scale, whereas for the practice it will not be a revolutionary proposal regarding the form, since the formula of using e.g. incoterms in the trade practice has been based on analogous principles for decades. The value, emphasised often in literature, is the increase of autonomy of international insurance law against the short term ambitions and beliefs of state legislators. Taking into account the participants of European commercial relations, it is a very beneficial merit. It is particularly vital due to the fact that this way it was

possible to create a standardised, within the EU, model of insurance protection, which as a rule does not divide the status subject to the professional status of the customer. Therefore the idea of uniformity of European civil law was triumphant. The differences - due to the nature of risks (see "business" risks vs "mass" risks) were standardised in accordance with the applicable European tradition and tendencies present in particular member states. At the same time, also as a summary of my interests in aspects of jurisdiction, I would like to emphasise that *Principles of European Insurance Contract Law* have a value of uniform regulation of substantive law of insurance contract, and therefore it cannot be expected that they will solve, also after their implementation, problems related to court or country jurisdiction or more broadly speaking - with civil procedure. Therefore there are valid detailed solutions concerning court jurisdiction in case of disputes in insurance cases in the regulation Brussels I bis. Undoubtedly an exceptional achievement would be to regulate in a standardised manner both the substantial and the procedural aspect of the insurance contract in the international understanding. Then only the uniform insurance contract law would become a fact. I am sure this could be the further development of the idea of uniform insurance contract law. *Sic transit imago iuris.*

IV Discussion of other scientific and research achievements

In my research (regardless of the series of thematically related publications included in p. III) after being awarded with the degree of Doctor of Juridical Science, the following main research directions can be emphasised:

IV.1 Insurance contract in Polish law

My research interest in the shape of insurance contract regulation, its characteristics, as well as the problem of redress from this contract is undoubtedly a continuation of experience reaching back to the period before my doctoral dissertation defense. For this reason, facing changes triggered in the insurance contract by the legislator, I analysed the characteristic features of the insurance contract, indicating that the amendment to the insurance contract, which was implemented on 1 January 2004, allows confidently to accept the insurance contract as mutually binding contract, which also has the status of reciprocity, as a result of implementation of the concept of

(insurance) risk bearing to the national law. In the publication *Wybrane cechy umowy ubezpieczenia majątkowego* [Selected characteristics of property insurance], „Prawo Asekuracyjne" no. 4/1999, I presented significant, in my opinion, aspects of insurance contract description in the law comparison context. I dealt with the issue of reciprocity in a detailed manner while researching the solutions applied in Italian law and experience of doctrine and court judicature therein (D. Fuchs, J. Waszczuk, 2005, *Wzajemność umowy ubezpieczenia – porównanie prawa polskiego i włoskiego* [Reciprocity of insurance contract - comparing Polish and Italian laws], „Wiadomości Ubezpieczeniowe", no. 11-12/2005). Remaining features of the contract were also subjected to analysis (most of all the so-called consumerability and the greatest mutual confidence principle), basically positively assessing the direction of implemented changes, however with the assumption that it will not be the end of necessary adjustment of Polish legal system to standards valid in legislatures leading in this regard (*Wpływ wejścia w życie przepisów tzw. pakietu ustaw ubezpieczeniowych na charakterystykę cech umowy ubezpieczenia* [The impact of implementation of regulation of so called insurance acts package upon the characteristics of the insurance contract] [in:] *Rozprawy prawnicze. Księga pamiątkowa Profesora Maksymiliana Pazdana* [Legal Hearings. Commemorative Book of Professor Maksymilian Pazdan], ed. by L. Ogiegło, W. Popiołek, M. Szpunar, commemorative book, published by Kantor Zakamycze, Zakamycze 2005). Further, facing the amendments to the insurance contract in civil code, which entered into force on 10 August 2007, I undertook co-editorial works (along with A. Nowak and S. Nowak) on the pioneer, at that time, study referring to the scope of changes and their consequences as assessed by a group of recognized representatives of commercial insurance law from Polish academic centres, with the participation of representatives of the practice (A. Nowak (ed.), D. Fuchs (ed.), S. Nowak (ed.), *Umowa ubezpieczenia. Dyskusja nad formą prawną i treścią unormowań* [Insurance contract. Discussion on the legal form and contents of regulations], published by Publishing House, Faculty of Management, University of Warsaw, Warszawa 2007). Since the publication was found interesting by recipients, both from the academic milieu and the field of practice, another, enhanced in terms of contents and updated edition of this study was published (A. Nowak (ed.), D. Fuchs (ed.), S. Nowak (ed.), 2008, *Umowa ubezpieczenia. Dyskusja nad formą prawną i treścią unormowań* [Insurance contract. Discussion on the legal form and contents of regulations], 2nd ed., published by Publishing House, Faculty of Management,

University of Warsaw, Warszawa 2008). My interests also included the specific form of the insurance contract, which is the co-insurance contract (D. Fuchs, *Umowa koasekuracji – stan obecny i postulowany* [The con-insurance contract - the current and the proposed status [in:] *Europeizacja prawa prywatnego* [Europeanisation of private law], ed. by E. Rott-Pietrzyk, M. Pazdan, monograph, vol. I, published by Wolters Kluwer, Warszawa 2008, ISBN: 978-83-7526-532-3, pp. 225-243;). Such approach to the research area allowed examining more detailed questions referring to insurance contract, using the relevant law comparison studies I performed. This way, probably for the first time in Polish legal literature, a separate publication referring to the concept and acceptability *de lege lata* of retrospective insurance contract (D. Fuchs, 2009, *Dopuszczalność umowy ubezpieczenia wstecznego w prawie polskim i wspólnotowym* [Acceptability of retrospective insurance contract in Polish and EU law] [in:] W Sułkowska (ed.), *Szanse i zagrożenia dla rynków ubezpieczeń w krajach Europy Środkowej i Wschodniej* [Opportunities and hazards for insurance markets in Central and Eastern European states], monograph, published by Cracow University of Economics Publishing House, Kraków 2009). The belief in the necessity of protection of insurance relation permanence urged me to present my own view regarding the relation of art. 384(1) of Civil Code to the insurance contract, which allowed formulating a critical assessment of acceptability of this norm with regard to insurance, particularly in the situation of the insured from art. 805 §5 of Civil Code [D. Fuchs, *Niedopuszczalność zastosowania 384[1] k.c. do umowy ubezpieczenia wobec wejścia w życie 805 §4 k.c.*, [Inadmissibility of application of 384 1 of Civil Code facing entering into force of 805 §4 of Civil Code], „Rozprawy Ubezpieczeniowe", no. 2/2007 (3)]. I returned to the meaning of amendment of art. 805 of Civil Code by means of adding to it the contents of §4 more than 10 years later in the study: *Specyfika ubezpieczającego jako osoby fizycznej prowadzącej działalność gospodarczą w świetle art. 805 §4 k.c.* [Specific character of the policyholder as a natural person running a business activity in the light of art. 805 §4 of Civil Code [in:] *Insurance challenges of Anno Domini 2018*, ed. by K. Malinowska, A. Tarasiuk, published by Poltext, Warszawa 2018.

For similar reasons I undertook to study the subject of statutory right to withdraw from the life insurance contract, however with an adverse conclusion, which was that the principle of permanence of legal relationship in this regard should be less important than the policyholder's entitlement to use the axiologically and legally admissible sign of freedom of will (D. Fuchs, 2008, *Wybrane zagadnienia ustawowego prawa*

ubezpieczającego do odstąpienia od umowy ubezpieczenia na życie [Selected problems of statutory right of the policyholder to withdraw from the life insurance contract] [in:] *W trosce o rodzinę. Księga pamiątkowa Profesor Wandy Stojanowskiej* [Caring for Family. Commemorative Book of Professor Wanda Stojanowska], commemorative book, published by Wydawnictwo C.H. Beck, Warszawa 2008). The lack of doctrinal analysis urged me to assess the insurance contract and benefits resulting from it in the light of the regulation of 3 March 2000 on remuneration of persons managing certain legal entities (*Zawieranie umów ubezpieczenia na rzecz członków władz spółek Skarbu Państwa lub spółek jednostek samorządu terytorialnego podlegających tzw. ustawie kominowej*, [Entering into insurance contracts to the benefit of management members of state owned enterprises or local government entities subject to public sector salary cap act], „Przegląd Prawa Handlowego", no. 6/2010 (214). This study is the only one in public literature in which an attempt was made to qualify benefits for the entitled due to insurance contract in the light of public-law limitations of remuneration of persons holding management functions in companies subject to public sector salary cap act. The property insurance has been and still is a subject matter of my research interests and for this reason I undertook to analyse the legal nature of art. 814 of Civil Code assessing the liability of the insurance company according to the time criterion. I paid attention to the consequences of amendments then proposed (which finally entered into force in 2007), generally speaking accepting the direction of proposed changes (*Charakter prawny art. 814 k.c. Rozważania na temat czasowych aspektów odpowiedzialności zakładu ubezpieczeń* [The legal nature of art. 814 of Civil Code. Considerations on the time aspects of insurance company liability], „Palestra", no. 7-8/2005). The obligation to provide services by the insurance company was also referred to in the study concerning its *"Dei gratia geni,"* namely insurance goodwill [*Implikacje spełnienia świadczenia kulancyjnego przez ubezpieczyciela w szczególności dla jego prawa regresu wobec sprawcy szkody* [Implications of goodwill benefit payment by the insurers, in particular for their right of recourse against the loss perpetrator], „Przegląd Prawa Handlowego", no. 7/2009 (203)]. At the same time I undertook to assess the prevention and rescue obligations resulting mainly from art. 826 of the Civil Code but also from the public law regulations. Emphasising the importance of this solution, unique at the time (a similar one was projected later within PEICL), I assumed this was a norm referring verba legis exclusively to property insurance, which, as I believed then, was not modified by

legislative proposals of changes [*Zakres obowiązku prewencji w prawie ubezpieczeń gospodarczych. Uwagi na tle art. 826 k.c.* [The range of prevention obligation in the commercial insurance law. Remarks in view of art. 826 of Civil Code], „Prawo Asekuracyjne", no. 2/2004 (39)]. Currently I am convinced that the contents of the valid art. 826 of Civil Code allows its application both in property insurance and third party liability, which consequently means the necessity for the insurer to create reserves in the so-called double aggregate, determined by the amount of the insurance sum. The amendment from 2007 urged me also to assess its consequence for the application of contractual templates in the insurance contract. I assumed that the obligation to provide the template by the insurer will be (in view of art. 384 §2 of Civil Code) e.g. a derivative of its common use in the insurance relationship, which is of fundamental importance for the protection of interest of the insured, particularly on professional insurance market, where entrepreneurs are the contractors of the insurance company [*Konsekwencje nowelizacji norm kodeksu cywilnego odnoszących się do wzorców umownych na przykładzie ogólnych warunków ubezpieczenia*, „Rozprawy Ubezpieczeniowe" [Consequences of amendments to the norms of civil code regarding contractual templates based on the example of general insurance terms and conditions], no. 1/2008 (4)]. Additionally I analysed, based on law comparative studies and group insurance, as well as the institution of double (or multiple) insurance, and also the dogmatic correctness of the interpretation and practical application of art. 828 of Civil Code (*Znaczenie nowelizacji art. 822 k.c. dla ubezpieczeń zbiorowych* [The meaning of amendment of art. 822 of Civil Code for group insurance], „Rejent", no. 4/2005 (168); *Podwójne (wielokrotne) ubezpieczenie* – de lege lata *oraz* de lege ferenda [Double (multiple) insurance - *de lege lata* oraz *de lege ferenda]*, „Przegląd Prawa Handlowego", no 6/2006 (165); *Postanowienia umowy ubezpieczenia dotyczące cesji wierzytelności a ich skutki dla roszczeń regresowych z art. 828 k.c.* [Provisions of insurance contract concerning the assignment of receivables and their consequences for recourse claims from art. 828 of Civil Code], „Wiadomości Ubezpieczeniowe", no. 4/2012). The issue of gross negligence and wilful misconduct, as prerequisites of releasing the insurer from responsibility, has been extensively discussed in literature and case-law; I made an attempt to assess this condition also with reference to procedural matters (*Charakter prawny sporu sądowego pomiędzy ubezpieczycielem mienia a przedsiębiorcą ze względu na art. 827 kodeksu cywilnego* [Legal nature of court dispute between a property insurer and an entrepreneur based on art. 827 of Civil

Code] [in:] P. Malinowski (ed.), *Pozycja prawna przedsiębiorcy na rynkach europejskich* [Legal position of an entrepreneur on European markets], monograph, published by the Opole University Publishing House, Opole 2014). The procedural aspect of the insurance contract analysis I emphasised in the acquis (*vide:* the importance of insurance contract for the development of uniform law) resulted also in the determination of the relation between the notion of the insurance case and the commercial case in the understanding of Code of Civil Procedure (*Przesłanki uznania sporu ubezpieczeniowego za sprawę gospodarczą w świetle przepisów kodeksu postępowania cywilnego* [Prerequisites of recognising an insurance dispute as a commercial case in the light of code of civil procedure] [in:] B. Gnela (ed.), *Ubezpieczenia gospodarcze. Wybrane zagadnienia prawne*, [Commercial insurance. Selected legal considerations], monograph, published by Wolters Kluwer, Warszawa 2011). Recently, in turn, I extensively analysed the meaning of art. 812 of Civil Code and the evolution it was subject to in the last 15 years (*Doniosłość prawna art. 812 Kodeksu cywilnego* [Legal significance of art. 812 of Civil Code], monograph, Anniversary Book of Profesor Eugeniusz Kowalewski. *O dobre prawo dla ubezpieczeń* [For the good law for insurance], ed. by E. Bagińska, W.W. Mogilski, M. Wałachowska, published by Dom Organizatora, Toruń 2019).

IV.2 - protection of insurance service consumer

From the very beginning of my interest in the insurance law, and the insurance contract in particular, I was keen on the consumer aspect of this contract, in the way it was previously understood by Prof. J. Kufel. Regardless of the theme of law comparative analysis in this scope, which I have already emphasised, the idea of consumer protection was one of the key factors of development of the idea of uniform law about insurance contract (*vide:* prerequisites of PECL project preparation - *p. II).* For all the reasons above, the concept of proper location of consumer entitlements in the insurance contract regulation in Polish law was and still is a key issue, therefore I attempted to indicate also necessary areas of regulatory changes, and simultaneously the interpretation opportunities of already existing norms, respecting *acquis communautaire* and justified consumer interests [*vide*: *Wybrane zagadnienia ochrony konsumenta usługi ubezpieczeniowej* [Selected issues of insurance consumer protection], „Prawo Asekuracyjne", no. 4/2000 (25), as well as: *Znaczenie regulacji*

ustawy o ochronie niektórych praw konsumentów oraz o odpowiedzialności za szkodę wyrządzona przez produkt niebezpieczny dla ubezpieczeń gospodarczych [The meaning of regulation on the protection of selected consumer rights and the liability for the loss incurred by a hazardous product for commercial insurance], *part 1*, „Prawo Asekuracyjne", no. 3/2001 (28); *Znaczenie regulacji ustawy o ochronie niektórych praw konsumentów oraz o odpowiedzialności za szkodę wyrządzona przez produkt niebezpieczny dla ubezpieczeń gospodarczych* [The meaning of regulation on the protection of selected consumer rights and the liability for the loss incurred by a hazardous product for commercial insurance], *part 2*, „Prawo Asekuracyjne", no. 4/2001 (29); Undoubtedly useful, both in theoretical and practical terms, was the analysis of insurance service consumer entitlements not only on the level of civil code solutions, but also due to the act on combating unfair market practices entering into force. I underlined the meaning of creating by insurance companies the complex deontological solutions for maintaining the right relation between the insurance contract parties, in particular at the stage of its performance. (D. Fuchs, Ł. Szymański, *Kodeks dobrych praktyk na gruncie ustawy o przeciwdziałaniu nieuczciwym praktykom rynkowym z 23.8.2007 r. w kontekście ubezpieczeniowym* [The good practices code in view of the act on combating unfair market practices from 23.08.2007], „Monitor Prawniczy", no. 5/2015). I also noticed in my research work that the postulate of insurance service consumer protection cannot be raised to the rank of an axiom, breaking down valid solutions in Polish law and leading to *contra legem* conclusions. I particularly recognized the necessity of scholarly statement regarding motor third party liability insurance, which resulted in a series of publications, prepared in cooperation with prominent representatives of commercial insurance field (D. Fuchs, W.W. Mogilski, 2011 r., *Poszkodowany w wypadku drogowym w kontekście ubezpieczenia OC sprawcy, na tle pojęcia konsumenta usługi ubezpieczeniowej* [The injured in a road accident in the context of third party liability of the perpetrator, in view of the notion of insurance service customer] [in:] E. Kowalewski (ed.), *Odszkodowanie za niemożność korzystania z pojazdu uszkodzonego w wypadku komunikacyjnym* [Indemnity for the impossibility of using vehicle damaged in a road accident], monograph, wyd. Dom Organizatora, Toruń 2011; D. Fuchs, W.W. Mogilski, *Wypadek komunikacyjny nie czyni poszkodowanego konsumentem* [Road accident does not make the injured a consumer] [in:] E. Kowalewski (ed.), *Odszkodowanie za ubytek wartości handlowej pojazdu poddanego naprawie* [Indemnity for the impairment of commercial value of a

vehicle subjected to repair], monograph, wyd. Dom Organizatora, Toruń 2012; E. Bagińska, D. Fuchs, W.W. Mogilski, *Poszkodowany dochodzący roszczeń z ubezpieczenia OC sprawcy wypadku drogowego nie jest konsumentem usługi ubezpieczeniowej* [The injured seeking indemnity from third party liability of the road accident perpetrator is not a consumer of an insurance service] [in:] E. Kowalewski (ed.), *Odszkodowanie za niemożność korzystania z pojazdu uszkodzonego w wypadku komunikacyjnym (najem pojazdu zastępczego)* [Indemnity for the impossibility of using vehicle damaged in a road accident (rental of a replacement car], monograph, wyd. Dom Organizatora, Toruń 2014;

IV.3 Third party liability insurance, including motor third party liability insurance

The relationship of the consumer protection problem with the third party liability insurance emphasised above constituted first of all a rise to the consideration regarding the construction of third party liability insurance in relation to the changes of regulation of the insurance contract in civil code. Therefore I decided to refer to chosen amended civil code norms to indicate the implications it causes in the third party liability field [*Uprawnienia poszkodowanego w ubezpieczeniu OC po nowelizacji wybranych przepisów kodeksu cywilnego o umowie ubezpieczenia* [*Entitlements of the injured in third party liability insurance following the amendment of selected civil code regulations on insurance contract*], „Przegląd Prawa Handlowego", no 2/2009 (198)]. In a particular way these changes influenced the approach to the problem of prescription of claims due to third party liability insurance, especially in the context of admissible insurance triggers after the amendments from 2007 (*vide: Odpowiedzialność ubezpieczyciela w ubezpieczeniu OC posiadaczy pojazdów mechanicznych na tle orzecznictwa sądowego* [Liability of the insurer in third party liability of motor vehicle owners in view of judicature], „Zeszyty Prawnicze", no. 7.1/2007; *Refleksje o dopuszczalności umownego wprowadzania klauzul determinujących odpowiedzialność ubezpieczyciela w ubezpieczeniu OC w świetle przepisów o przedawnieniu roszczeń majątkowych* [Reflections on the admissibility of contractual introduction of clauses determining liability of the insurer in third party liability insurance in view of regulations concerning prescription of property claims] , „Rozprawy ubezpieczeniowe", no. 2/2008 (5)). In a natural way I focused majority of attention with regard to third party liability insurance on obligatory motor insurance, both considering doctrinal problems in this matter

[*Znaczenie przymusu w ubezpieczeniach komunikacyjnych* [The importance of obligation in motor insurance], „Przegląd Ustawodawstwa Gospodarczego", no. 4/2007; *Znaczenie dla poszkodowanego przepisów przejściowych w ubezpieczeniach obowiązkowych* [The meaning of transient regulations in obligatory insurance for the injured], „Rozprawy Ubezpieczeniowe", no. 1/2012 (12)). In this extent (as well as in many other cases) I was inspired by a recommendation of Prof. Eugeniusz Kowalewski to deal with this subject (*Odszkodowanie z tytułu ubezpieczenia OC posiadacza pojazdu a kwestia amortyzacji części zamiennych użytych do naprawy uszkodzonego pojazdu* [Indemnity due to third party liability insurance of vehicle owner and the matter of depreciation of spare parts used to repair a damaged vehicle], „Wiadomości Ubezpieczeniowe", no. 1/2012, E. Kowalewski, D. Fuchs, M. Wałachowska, M. Ziemiak, 2012 r., *Odszkodowanie za szkodę w pojazdach mechanicznych a kwestia cen części oryginalnych oraz amortyzacji i urealnienia ich wartości. Rozważania na kanwie obowiązkowego ubezpieczenia komunikacyjnego OC* [Indemnity for loss in motor vehicle and the matter of original parts price as well as the depreciation and realignment of their value. Considerations in view of obligatory motor third party liability insurance], „Wiadomości Ubezpieczeniowe", no. 3/2012). Taking into account the scale of migration, it causes the occurrence of multitude of road accidents, and consequently the legal nature of this occurrence requires taking into account elements of foreign law. The issue of necessity to respect Union solutions with Polish *lex loci delicti* was discussed in the article related at the same time to the problem of recourse in the system of social security in Europe (*Dopuszczalność roszczeń regresowych instytucji zabezpieczenia społecznego z państw Unii Europejskiej wobec polskiego ubezpieczyciela OC ubezpieczonego – odpowiedzialnego za szkodę* [Admissibility of recourse claims of social security institutions from European Union countries towards Polish third party insurer of the insured - liable for the loss], „Zeszyty Prawnicze", no. 10.1/2010).

IV.3 Mediation in commercial insurance

Due to the interest in the idea of ADR along with changes in Polish law, I perceived the possibility of absorption of mediation in particular to solve insurance disputes (*Mediacja jako sposób rozstrzygania sporów z zakresu ubezpieczeń gospodarczych* [Mediation as a way of solving disputes in the area of commercial insurance] [in:] S. Stadniczeńko

(ed.), *Prawno-psychologiczne uwarunkowania mediacji i negocjacji* [Legal and psychological conditions of mediation and negotiation], monograph, published by the Opole University Publishing House, Opole 2006). I am convinced that motor insurance is particularly predestined to that, due to the fact that in its amount, in majority, the disputes refer not to the rule of liability but to the range of indemnity obligation, which I paid attention to in one of the publications concerning this matter in Polish (*Mediacja w ubezpieczeniach komunikacyjnych* [Mediation in motor insurance], „Prawo Asekuracyjne", no. 1/2007 (50). Undoubtedly both the inspiration of national legislator and the doctrinal interests urged me consequently to present the community foundations of mediating given jurisdictional cross-borderness (*Mediacja na tle alternatywnych sposobów rozpatrywania transgranicznych sporów ubezpieczeniowych w prawie wspólnotowym* [Mediation in view of alternative ways of settling cross-border insurance disputes in the Union law] [in:] *Alternatywne formy rozwiązywania sporów w teorii i praktyce. Wybrane zagadnienia* [Alternative forms of dispute settlement in theory and practice. Selected problems], ed. by H. Duszka-Jakimko, S. Stadniczeńko, monograph, published by the Opole University Publishing House, Opole 2008).

IV.4 Insurance guarantee

Due to the lack of necessary regulation of insurance guarantee contract qualification tasks with reference to this insurance legal relationship, are both in the regulation of international law (*vide:* the scope of application of specific jurisdictional norms in case of insurance disputes) but also due to the enigmatic ambiguity of our legislator. This is not only a key matter for insurers or beneficiaries of insurance guarantee, but also with regard to insurance intermediaries. For this reason in 2012 I published an article referring to the issue of jurisdiction in guarantee disputes (*Właściwość miejscowa sądu polskiego w przypadku sporów z gwarancji ubezpieczeniowej* [Competent jurisdiction of Polish court in case of insurance guarantee disputes], „Monitor Prawniczy", no. 11/2012), which was naturally developed in considerations referring to the scope of entitlements of insurance intermediaries to act with regard to insurance guarantee (*Dopuszczalność dokonywania czynności pośrednictwa ubezpieczeniowego w odniesieniu do zawierania i wykonywania gwarancji ubezpieczeniowej*, [Admissibility of insurance intermediation with reference to concluding and performing insurance guarantee], „Wiadomości Ubezpieczeniowe" no. 3/2013; *Additional activities of an*

insurance intermediary and insurer's liability according to the Polish law [in:] *Liber Amicorum in Honour of Ioannis K. Rokas*, monograph, ed. by L. Kotsiris, K. Noussia, published by Nomiki Bibliothiki, Athens 2017). Currently this issue, facing the entering into force of the distribution act, is no longer of key importance, although the postulate of regulation of insurance guarantee contract is still up-to-date, as it would, at least, counteract the attempts to apply in it the insurance contract regulations.

IV.5 Re-insurance contract

For several years I have belonged to the team working on an international project concerning the uniform re-insurance contract law (Project Group on Reinsurance Law). The essential task of PRICL is standardisation of terminology and preparation of model regulation, which in its intention would constitute the model of uniform reinsurance contract law for reinsurers and insurers (similarly to PEICL). In principle, this model would not only be adapted in European legal system, but it could also be applied in American or Far East markets. An additional task the members of the workgroup set is to prepare uniform legal terminology adequate to reinsurance contract and reinsurance activity, regardless of (or rather for the reasons of) currently existing differences in particular legal systems. For the same reason I became interested in the matter of appropriate implementation of Union legal acts referring to this contract, indicating additionally shortcomings already in relation to previous legal system [E. Kowalewski, D. Fuchs, M. Ziemiak, 2009, *Implementacja dyrektywy reasekuracyjnej do polskiego porządku prawnego*, [Implementation of reinsurance directive to Polish legal system], „Prawo Asekuracyjne", no. 2/2009 (59); D. Fuchs, *Zawieranie przez polskich ubezpieczycieli umów reasekuracji z reasekuratorami spoza EOG – wybrane zagadnienia*, [Entering into reinsurance contracts with reinsurers from outside EEA by Polish insurers - selected issues] „Prawo asekuracyjne" no. 4/2013 (77)). Currently (April 2019) I submitted for publication in the journal Wiadomości Ubezpieczeniowe a pioneering in Polish literature discussion of this project along with conclusions addressing Polish legislator. Later I am going to prepare my own translation of reinsurance clauses into Polish (*vide:* Research plans).

IV.6 Procedural issues of European commercial insurance

Since I still develop my interest in the matters of international civil procedure in the aspect of commercial insurance, I am also an author or studies devoted to the matter of jurisdiction in European insurance disputes. It is worth emphasising that it is also necessary to standardise regulations referring to court jurisdiction, which was done first implementing the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters on 1 March 2001 (the so-called "Brussels I," further also Regulation 44/2011; Journal of Laws L 12 of 16.01.2001. (see: D. Fuchs, *Jurysdykcja sądowa w zakresie ubezpieczeń gospodarczych według rozporządzenia Rady (WE) nr 44/2001 z dnia 22 grudnia 2000 r. w sprawie jurysdykcji i uznawania orzeczeń sądowych oraz ich wykonywania w sprawach cywilnych i handlowych* [Court jurisdiction regarding commercial insurance according to the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters] [in:] A. Brodecka-Chamera et al., *Prawo Ubezpieczeń gospodarczych* [Commercial Insurance Law], commentary, vol. II, published by Wolters Kluwer, Warszawa 2010). Presentation of these solutions in the form of commentary has an additional value not only for extensive doctrinal considerations but also for national practice, since courts of law increasingly encounter issues related to jurisdiction in insurance cases. I continue this interest consistently with reference to the successor of the above Union regulation, the so-called Brussels I bis *scil*: I am preparing a commentary to the appropriate part of this legal act (i.e. Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters OJ L 351, 20.12.2012)

IV.7 Participation in academic handbook compilation.

I was particularly satisfied with the possibility of co-authoring academic handbooks together with my scholarly mentors: Prof. Zbigniew Łabno (D. Fuchs, Z. Łabno, 2000, *Umowa ubezpieczenia (zarys wykładu)* [Insurance contract (lecture outline)] [in:] H. Ogrodnik (ed.), *Teoria i praktyka ubezpieczeń gospodarczych* [Theory and practice of commercial insurance], monograph, published by Collegium of Management of the University of Economics, Katowice 2000) and Prof. E. Kowalewski (E. Kowalewski (ed.), D. Fuchs, W.W. Mogilski, M. Serwach, 2006, *Prawo ubezpieczeń gospodarczych*

[Commercial insurance law], academic handbook, published by Branta, Bydgoszcz-Toruń 2006). I would like to emphasise particularly the importance of this last publication, where I had the opportunity to present legal framework of insurance activity in EU and also due to the innovative way of editing this handbook and conceptual values; despite the lapse of time it is fundamentally still up-to-date and useful in didactic work, and for that reason highly assessed by students and participants of postgraduate insurance courses. Simultaneously its complexity has no equivalent in Polish literature, since as a result of the intention of the editor - Prof. E. Kowalewski, its contents included presentation of commercial insurance as a separate branch of law. I hope it will be re-edited soon.

IV.8. Contract law publications

The direction of my research interest exceeding contract insurance law should be mentioned separately - it is the contract law, in particular with reference to the range of regulations of Book III of Civil Code. This is a result of close correlation between insurance law both with fundamental institutions of civil law and detailed regulations of contracts; the performance and, most of all, the consequences of improper performance are very often a factor leading to the materialisation of insurance risk. At the same time these are contracts common in international relations and for that reason the comparative law analysis as well as indication to uniform law considerations are a point of reference for my scientific activities. Consequently, such contracts include those of delivery, transport and shipment. Such multifaceted analysis of legal relations created while performing transport services undoubtedly enriches the spectrum of reflections and conclusions de lege ferenda (see D. Fuchs, A. Malik, 2018, Komentarz do art. 405-414 k.c. [Commentary to art. 405-414 of Civil code] [in:] Kodeks cywilny. Komentarz, [Civil Code. Commentary] vol. III, ed. by M. Habdas, M. Fras, published by Wolters Kluwer, Warszawa 2018, pp. 342-403; D. Fuchs, A. Malik, 2018, Komentarz do art. 605-612 k.c. [Commentary to art. 605-612 of Civil code] [in:] Kodeks cywilny. Komentarz, [Civil Code. Commentary] vol. IV, ed. by M. Habdas, M. Fras, published by Wolters Kluwer, Warszawa 2018, pp. 161-182; D. Fuchs, A. Malik, 2018, Komentarz do art. 774-804 k.c. [Commentary to art. 774-804 of Civil code] [in:] Kodeks cywilny. Komentarz, [Civil Code. Commentary]

vol. V ed. by M. Habdas, M. Fras, published by Wolters Kluwer, Warszawa 2019, pp. 56-123;

Research plans

I am currently participating in works of Project Group on Reinsurance Law. It is planned to publish the contents of this project, as a model solution of reinsurance contract, later on in current calendar year. Due to the fact that it is also planned to translate the project into languages of particular countries project members come from, I am preparing my own translation, which I hope and believe will cause the modification of current regulation in force in Poland.

Simultaneously I have actively joined activities of the Academic Civil Code Project in the scope of insurance contract, led by Prof. dr. hab. Ewa Bagińska, which is currently working on the assumptions of insurance intermediation regulation in the form of future project.

Since 2006 I have consistently participated in the activities of PEICL, which, although essentially completed with the publication in 2016 (in the first issue i have been translated PEILC info Polish, see: H. Heiss (red.), 2009 r., *Principles of European Insurance Contract Law (PEICL)*, wyd. Sellier European Law Publisher GmbH, Munich 2009, ISBN: 978-3-86653-069-0, s. 473-500 as well as : J. Basedow, J. Birds, M. Clarke, H. Cousy, H. Heiss, L. Loacker (red.), *Principles of European Insurance Contract Law (PEICL) 2nd Expanded Edition prepared by the Project Group Restatement of European Insurance Contract Law*, Köln 2016), still continue, the evidence of which is the conference planned for September this year in Vienna.

At the same time I am a supporter of the concept of use of uniform international insurance law, and in particular - PEICL and PRICL projects in amicable dispute settlement and mediation. Especially in this last case they may constitute for parties a foundation for consent, acting as a particular set of clauses to apply. It is the matter of capacity and extent of project absorption, in the preparation of which I participate, to ADR that I would like to devote my further professional activity. Therefore I also plan to consistently propagate the idea of uniform insurance contract law within my own activities in AIDA - Polish section. It does not change my intention to further analyse the characteristics of the insurance contract, reinsurance contract and insurance guarantee contract, also within the framework of European procedural

law, since I am convinced that only the complex analysis of legal relations existing in commercial insurance against the comparative law background constitutes the foundation of creation of just law.