

**Literatura prawnicza****Informacje o literaturze prawniczej****Państwo członkowskie:** Polska**Tytuł:** Admissibility of examining abusiveness of contractual provisions concerning non-interest costs of a consumer loan.**Podtytuł:****Rodzaj:** Article**URL:****Autor:** ANTONIUK, J. R.**Odniesienie:** Dopuszczalność badania abuzywności postanowień umownych dotyczących pozaodsetkowych kosztów kredytu konsumenckiego. Monitor Prawniczy. No. 5. pp. 238-244**Rok publikacji:** 2021**Słowa kluczowe:** unfair terms, credit agreement, nullity, cancellation of contract**Artykuły dyrektywy**Unfair Contract Terms Directive, [Article 3](#) Unfair Contract Terms Directive, [Article 4](#)**Uwaga główna**

The article discusses the issue of admissibility of examining abusiveness of the provisions of a consumer loan agreement regarding non-interest costs of such a loan if these costs do not exceed their maximum amount. Based on the analysis of the case law of common courts, the author distinguishes two positions on this issue. The first one assumes that the introduction by the legislator of a limit on non-interest loan costs does not preclude the court from examining their abusiveness if they do not exceed such a limit, whereas the second one deems it unacceptable for the court to examine the abusiveness of non-interest loan costs in such situation. The author of the article, opting for the former of these views, concludes that the sense of Art. 36a of the Act of 12 May 2011 on consumer loans boils down to the fact that the reservation of the maximum limit of non-interest loan costs as specified in Art. 36a of the Act is always invalid, while it may be considered invalid when the costs are below the limit if they have been specified in the contract in an amount out of line with the costs actually incurred by the lender.

**Uwaga ogólna****Powiązane sprawy**

Brak wyników