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Request for a preliminary ruling from the Sąd Rejonowy we Włodawie (Poland) lodged on 24 October 2024 – P.W. v Bank Polska Kasa Opieki S.A.

(Case C-744/24, Bank Polska Kasa Opieki)

(C/2025/529)

Language of the case: Polish

Referring court

Sąd Rejonowy we Włodawie

Parties to the main proceedings

Party initiating the proceedings before the referring court: P.W.

Other party to the proceedings: Bank Polska Kasa Opieki S.A.

Questions referred

1. Must Article 10(2)(f) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC […], [1] read in conjunction with Article 13(j) thereof, in view of the principle of the effectiveness of EU law and the purpose of that directive, and in the light of Article 3(1) and (2) of Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts […], [2] read in conjunction with Article 4(1) thereof, be interpreted as precluding the practice of including in consumer credit agreements, the content of which is not the result of individual arrangements between the supplier (creditor) and consumer (borrower), terms that provide for interest not only on the amount disbursed to the consumer, but also on the non-interest credit costs (namely commissions or other fees that are not components of the credit amount disbursed to the consumer, that is to say, are not included in the total amount of credit, and that make up the total amount payable by the consumer in performance of his or her obligation under the consumer credit agreement)?
2. Must Article 10(2)(f) and (g) of [Directive 2008/48/EC], in view of the principle of the effectiveness of EU law and the purpose of that directive, and in the light of Article 5 of [Directive 93/13/EEC] be interpreted as precluding the practice of including in consumer credit agreements, the content of which is not the result of individual arrangements between the supplier (creditor) and consumer (borrower), terms disclosing only the borrowing rate and total value of capitalised interest expressed as an amount that the consumer is required to pay in the performance of his or her obligation arising under that agreement, without unequivocally and clearly informing the consumer that the basis for calculating the capitalised interest (expressed as an amount) is an amount other than the credit amount actually disbursed to the consumer, and in particular that it is the sum of the credit amount disbursed to the consumer and non-interest credit costs (namely commissions or other fees that are not components of the credit amount disbursed to the consumer, and that make up the total amount payable by the consumer in performance of his or her obligation under the consumer credit agreement)?

(1) OJ 2008 L 133, p. 66.
(2) OJ 1993 L 95, p. 29.