C/2026/290

26.1.2026

Request for a preliminary ruling from the Sąd Rejonowy w Brodnicy (Poland) lodged on 27 October 2025 – K.M. v A.B. S.A.

(Case C-684/25, Bryścki [1])

(C/2026/290)

Language of the case: Polish

Referring court

Sąd Rejonowy w Brodnicy

Parties to the main proceedings

Applicant: K.M.

Defendant: A.B. S.A.

Questions referred

1. Must Article 10(2)(k) of Directive 2008/48/EC [2] be interpreted as meaning that, in order to comply with the requirement that information on the charges related to a consumer credit agreement be clear and intelligible, the creditor may limit itself to a general outline of the factors justifying possible changes to those charges, such as macroeconomic or regulatory changes, or is the creditor also required to specify a more precise mechanism for determining them, including a possible ceiling or limit on charge increases, which enables the consumer to assess the potential financial consequences of entering into the agreement?

2. Must Article 23 of Directive 2008/48/EC, read in conjunction with recital 47 thereof, be interpreted as precluding a national provision (Article 45 of the ustawa o kredycie konsumenckim (Law on Consumer Credit)) according to which the creditor automatically forfeits its right to interest and credit costs whenever the information obligation under Article 10(2)(k) of that directive is infringed, including in a situation where the consumer was properly informed about all the essential elements of the credit agreement (total amount of credit, total cost of credit, interest rate, annual percentage rate of charge, and the rules for calculating interest), and the alleged infringement only concerns the imprecise description of the terms and conditions of changing minor charges and had no real economic significance for the consumer's decision to enter into the agreement?

3. Must Article 23 of Directive 2008/48/EC be interpreted as meaning that a national court may refuse to apply the penalty provided for under national law (forfeiture of interest and credit costs) if it considers that the objectives of that directive can be achieved by other means of consumer protection, in particular by declaring the contractual term in question unfair within the meaning of Directive 93/13/EEC [3] and ordering only the reimbursement of charges unduly imposed?

4. Must Articles 22 and 23 of Directive 2008/48/EC, read in conjunction with Article 6(1) of Directive 93/13/EEC, be interpreted as meaning that, in a situation where the Court of Justice of the European Union finds it permissible to waive the application of the free-credit sanction in favour of consumer protection under Directive 93/13/EEC (Question 3), the national court, examining of its own motion the consequences of an infringement of the information obligation, should inform the parties to the proceedings of the possibility of applying such a measure and of the differences in legal effects between the free-credit sanction and a finding that the term in question is unfair, especially where the national court comes to the conclusion that the application of the free-credit sanction would not be justified or would be disproportionate in the circumstances of the case, and thus allow the parties to take a position on the choice of appropriate protection measure?

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[1] The name of the present case is a fictitious name. It does not correspond to the real name of any party to the proceedings.

[2] 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 (OJ 2008 L 133, p. 66).

[3] Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).