Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy-Woli w Warszawie (Poland) lodged on 1 July 2026 – Consumer Rights Recovery sp. z o.o. v BNP Paribas Bankowi Polska S.A.

(Case C-714/26, Consumer Rights Recovery)

(C/2026/4868)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Warszawy-Woli w Warszawie

Parties to the main proceedings

Applicant: Consumer Rights Recovery sp. z o.o.

Defendant: BNP Paribas Bank Polska S.A.

Questions referred

1. In a situation where a creditor, contrary to Article 3(g) and (j) 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]) in conjunction with Article 10(2) of that directive, has applied the borrowing rate not only to the total amount of the credit, but also to the amounts allocated to the payment of costs associated with the credit and forming part of the total cost of the credit to the consumer (as in the circumstances considered in the judgment of the Court in Case C-744/24), should it be assumed that:

   i. the creditor infringed, vis-à-vis the borrower (consumer), the obligation to provide information stemming from Article 10(2)(f) of Directive 2008/48/EC by specifying erroneously the conditions governing the application of the borrowing rate and not indicating clearly and separately that the borrowing rate would also apply to the financed costs of the credit?

   ii. the creditor infringed, vis-à-vis the borrower (consumer), the obligation to provide information stemming from Article 10(2)(g) of Directive 2008/48/EC by specifying erroneously the total amount payable by the consumer and the annual percentage rate of charge?

   iii. the creditor infringed, vis-à-vis the borrower (consumer), the obligation to provide information stemming from Article 10(2)(h) of Directive 2008/48/EC by specifying erroneously the amount and number of payments to be made by the consumer?

   iv. the creditor infringed, vis-à-vis the borrower (consumer), the obligation to provide information stemming from Article 10(2)(i) of Directive 2008/48/EC by failing to provide, in the amortisation table, a breakdown of each instalment identifying separately, in addition to the principal and the interest calculated using the borrowing rate, the portion of the financed amount allocated to the payment of costs associated with the credit and the interest calculated, using the borrowing rate, on that amount allocated to the payment of costs associated with the credit?

   v. the creditor infringed, vis-à-vis the borrower (consumer), the obligation to provide information stemming from Article 10(2)(k) of Directive 2008/48/EC by failing to specify clearly to the consumer the other charges deriving from the credit agreement, namely the interest resulting from the application of the borrowing rate to the amounts allocated to the payment of the costs associated with the credit and forming part of the total cost of the credit to the consumer?

2. In the event that any part of Question 1 is answered in the affirmative, must the existence of such an infringement or such infringements result in the national court applying the penalties provided for by the domestic legislation adopted pursuant to Article 23 of Directive 2008/48/EC?

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

3. In the event that any part of Question 1 is answered in the affirmative, must the national court examine of its own motion, in every case, whether infringements of that kind have occurred, or only where a specific allegation to that effect has been raised by the consumer (or the consumer's successor in title) in the proceedings, especially where the applicant argues that the borrowing rate was applied, in a manner not permitted, not only to the total amount of the credit, but also to the amounts allocated to the payment of the costs associated with the credit and forming part of the total cost of the credit to the consumer?