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## POLISH FINANCIAL SUPERVISION AUTHORITY, THE FINANCIAL OMBUDSMAN, AND THE OFFICE OF COMPETITION AND CONSUMER PROTECTION FOR THE YEARS 2014–2023

### ABSTRACT

**The theoretical background:** Compared to other participants in the financial market, insurance service clients typically possess limited specialist knowledge and, most often, restricted experience. The lack of comprehensive knowledge and potentially improper identification of insurance needs may result in a range of concerns directed at insurance companies. Establishing effective legal frameworks to safeguard the interests and rights of insurance market clients is one of the key principles in building the stability of the entire financial system. In Poland, there are institutions authorized to take action in response to irregularities in the activities of entities providing financial services. These include, above all, the Financial Ombudsman (RF), the Polish Financial Supervision Authority (KNF), and the Office of Competition and Consumer Protection (UOKiK).

**The purpose of the article:** The main aim of this article is to determine whether irregularities in the Polish insurance market are identified by the aforementioned institutions. An additional objective is to specify the nature of these irregularities, the areas they affect, their scope, and, finally, the actions taken in response to any reported or observed irregularities.

**Methodology:** The research is based on data from requests to the Financial Ombudsman, reports filed with the Financial Supervision Authority, the register of prohibited clauses maintained by UOKiK, and the register of prohibited clauses (based on rulings of the Court of Competition and Consumer Protection) for the years 2014–2023.

**Results of the research:** The analysis shows that the institutions under study effectively identify irregularities in the insurance market—these cover a wide range of practices and concern both life insurance (Section I) and other personal and property insurance (non-life insurance, Section II). The most frequently identified irregularities recorded by the Financial Ombudsman and the Financial Supervision Authority included, among others, claim dismissals, refusals to pay or disputes over the amount of compensation, delays in the claims handling process, and insurance premiums. UOKiK identified a number of prohibited contractual provisions used by insurance companies.

**Keywords:** consumer protection, insurance market, financial services

**JEL Class:** G22, G28, G18



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## **Introduction**

The financial market constitutes a comprehensive network of relationships between entities involved in the accumulation and allocation of financial resources, primarily formed by consumers, entrepreneurs, financial institutions, and the state (Rutkowska-Tomaszewska, 2013, pp. 42–43). A consumer is defined as a natural person who enters into a legal transaction with an entrepreneur that is not directly related to their business or professional activity (Civil Code, 1964, art. 22). An entrepreneur, on the other hand, is a natural person, legal entity, or organizational unit conducting business or professional activity in their own name (Civil Code, 1964, art. 43).

The financial market is characterized by a vast number of transactions, which may become areas prone to abuse, including violations of consumer interests (Sebastianka, 2020, p. 62). Consumers of financial services typically possess limited knowledge – rarely of a specialist nature – along with minimal experience and information gaps, which places them in a weaker position in transactions (Pachuca-Smulka, 2018, pp. 107–126).

The challenge of ensuring consumer safety and protection in the financial market is faced by all countries. Over the years, initiatives aimed at enhancing consumer protection in financial services have emerged. These initiatives aim to strengthen the consumer perspective in regulatory standards, supervisory practices, and business initiatives (Monkiewicz & Monkiewicz, 2019, p. 33).

Consumer protection in the financial market is deemed crucial, as the absence of effective safeguards may negatively impact the stability of the entire financial system. The rapid development of financial markets and the introduction of innovations may intensify the risk of fraud, misuse, and abuse of consumers (Czechowska, Stawska & Witczak, 2020, p. 113).

The main aim of this article is to determine whether irregularities in the Polish insurance market are identified by institutions responsible for consumer protection, i.e., the Financial Ombudsman, the Polish Financial Supervision Authority, and the Office of Competition and Consumer Protection. The article attempts to answer the following research questions:

- What is the scope, nature, and scale of the identified irregularities in the insurance market in Poland?
- What directions and instruments of intervention are applied by the RF, KNF, and UOKiK?

## **Literature review**

Consumer protection in the Polish insurance market is ensured through various means, including legal regulations – many of which have been introduced in recent years to strengthen consumer safeguards – and the activities of public institutions. The pro-consumer orientation is reflected in

Directive (EU) 2016/97 of the European Parliament and of the Council on insurance distribution (Insurance Distribution Directive, IDD), adopted on January 20, 2016. The primary objective of the Directive is to enhance the level of consumer protection.<sup>1</sup> The IDD Directive has been supplemented by delegated regulations governing various aspects of insurance distribution. In Poland, the provisions of the Directive were implemented into national law through the Act on Insurance Distribution (Act on Insurance Distribution, 2017). It imposes an obligation on insurance distributors (insurance undertakings, insurance agents, and insurance brokers) to determine, based on information obtained from the client, the client's demands and needs. Furthermore, distributors are required to provide the client with objective information about the insurance product in a clear and comprehensible manner, in order to enable the client to make informed decisions. The purpose of analyzing clients' needs is to prevent inappropriate sales practices (*misselling*) (Fras, 2020, p. 60), as the information gathered allows the distributor to assess whether the client belongs to the target for the given insurance product (Orlicki, 2019). The obligation to provide the client with objective information about the insurance product in a clear and comprehensible manner is intended to enable the client to make an informed choice and to understand the scope of the insurance coverage being offered (Nawracała, 2019, p. 52). This activity, as a fundamental element of the insurance contract conclusion procedure, should contribute to improving communication between insurance undertakings and other distributors, and, above all, with the client (Orlicki, 2017, p. 25). A specific legal regime has been established for the offering of insurance-based investment products. These types of contracts are additionally subject to Regulation (EU) No 1286/2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs).<sup>2</sup> The provisions of this Regulation grant the supervisory authority the power to introduce so-called product intervention measures, i.e., a general ban or restriction on the performance of certain activities related to the product in question.<sup>3</sup> Taking into account the interests of consumers, the supervisory authority exercised its right and imposed a ban on the marketing, distribution, and sale of certain insurance-based investment products. This decision, adopted by the Polish Financial Supervision Authority on July 15, 2021,

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<sup>1</sup> Recital 43: "In order to ensure that the same level of protection applies and that the consumer can benefit from comparable standards, in particular with regard to disclosures, it is essential that a level playing field is established between all distributors of insurance products."

<sup>2</sup> Regulation (EU) No 1286/2014 of the European Parliament and of the Council of November, 26 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs), together with Commission Delegated Regulation (EU) 2017/653 of March 8, 2017 supplementing the aforementioned Regulation by laying down regulatory technical standards for the presentation, content, review and revision of key information documents, as well as the conditions for fulfilling the requirement to provide such documents, applies to entities offering insurance-based investment products.

<sup>3</sup> The purpose of introducing product intervention measures is to protect investors in the insurance market by eliminating serious threats to the proper functioning of financial markets or to the stability of the financial system.

applies to life insurance contracts linked to unit-linked funds (UFK) that meet specific risk-related criteria.<sup>4</sup>

In Poland, the main public institutions acting in the interest of all insurance market clients are the Financial Ombudsman (RF) and the Polish Financial Supervision Authority (KNF) (Wierzbicka, 2015, pp. 71–79). Other entities involved in consumer protection include the Office of Competition and Consumer Protection (UOKiK). In this context, it is also important to highlight the role of district and municipal consumer ombudsmen, who provide consumers with free legal assistance, as well as out-of-court arbitrators and mediators who facilitate the resolution of disputes between financial market institutions and recipients of financial services.<sup>5</sup>

The Financial Ombudsman operates pursuant to the Act of August 5, 2015 on the Handling of Complaints by Financial Market Entities and on the Financial Ombudsman (Act on the Handling of Complaints by Financial Market Entities and on the Financial Ombudsman, 2015). The Act granted clients of financial market entities the right to submit a so-called complaint, raising objections concerning the services provided by such entities. The RF represents the interests of clients of financial market entities who, from the perspective of the insurance market, may include policyholders, insured persons, beneficiaries, or persons entitled under an insurance contract. Consumers of insurance services may submit an application to initiate proceedings before the RF if the complaint they submitted to the insurance undertaking did not result in the recognition of their claims, or if the complaint was upheld in their favor but the undertaking failed to perform the actions to which the accepted complaint obligated it. Participation of the financial market entity in the proceedings is mandatory. The consideration of an application does not necessarily result in the initiation of an intervention by the Financial Ombudsman; in justified cases, the Ombudsman may refrain from taking action or subject the application to further review.

The Polish Financial Supervision Authority operates on the basis of the Act of July 21, 2006 on Financial Market Supervision (Act on Financial Market Supervision, 2006). Art. 2 defines the general objective of financial market supervision: to ensure the proper functioning, stability, security, and transparency of the financial market, to foster trust in the market, and to protect the interests of its participants – also through the provision of reliable information on market operations and the implementation of objectives set out in the provisions of the Act.

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<sup>4</sup> The decision of the Polish Financial Supervision Authority of July 15, 2021 (ref. DNM-DNMZWP.6065.79.2021) introduced a ban on the marketing, distribution, and sale of insurance-based investment products – specifically, life insurance contracts linked to unit-linked funds (UFK) – as part of a product intervention measure. In the content of the decision, the KNF indicated an optional element in the form of a suspensive period, stating that the decision would take effect on January 1, 2022.

<sup>5</sup> Customer protection in the financial services market, [www.knf.gov.pl](http://www.knf.gov.pl) (access as of: June 17, 2025).

The supervisory authority may conduct inspections of the operations and financial condition of insurance and reinsurance undertakings. These inspections may also cover the operations and financial condition of service providers performing outsourced insurance and reinsurance activities, as well as functions forming part of the governance system. Another form of supervisory activity carried out by the KNF is the so-called supervisory visit. It is conducted to examine and assess an individual matter arising in the course of an insurance or reinsurance undertaking's operations, in terms of compliance with governance system requirements and the solvency capital requirement (Act on Insurance and Reinsurance Activity, 2015, art. 342, art. 353). Based on the findings of such supervisory activities, the authority issues recommendations addressed to the supervised entity. Where sector-wide impact is required, the KNF issues relevant recommendations or guidelines for all insurance undertakings. The supervisory authority has issued a number of recommendations and guidelines to present its expectations about how supervised entities should operate in the areas of insurance distribution and claims handling.<sup>6</sup>

In the event of a breach of applicable legal provisions, the KNF may apply administrative supervisory measures in the form of financial penalties imposed on insurance undertakings, management board members, or authorized representatives. Information on the imposed penalty, including its amount and the nature of the violation, is made available to the public.

Based on the provisions of the Act of May 22, 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (Act on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau, 2003, art. 14(3a)), the supervisory authority applies supervisory measures as specified in the Act of September 11, 2015 on Insurance and Reinsurance Activity (Act on Insurance and Reinsurance Activity, 2015, art. 362). These regulations pertain to the failure to pay compensation by a domestic insurance company within the statutory deadline<sup>7</sup> (Celczyńska, 2016). In the event of failure to pay compensation within the required timeframe, the Financial Supervision Authority may, by decision:

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<sup>6</sup> KNF is currently in the process of developing new recommendations for insurance undertakings concerning insurance distribution, which are to supersede the Guidelines of June 24, 2014 for insurance undertakings on insurance distribution ([www.knf.gov.pl/en/?articleId=93272&p\\_id=19](http://www.knf.gov.pl/en/?articleId=93272&p_id=19), access as of: June 17, 2025)

<sup>7</sup> Pursuant to art. 14(1) of the Act on Compulsory Insurance, the insurance company is required to pay compensation within 30 days of the date the claim is reported. If, however, it is not possible to clarify the circumstances necessary to determine the insurer's liability or the amount of compensation within this period, then, based on paragraph 2 of this article, compensation should be paid within 14 days from the clarification of these circumstances (with due diligence), but no later than within 90 days from the date of the claim notification. The 90-day period may be extended only in strictly defined cases, i.e., when determining the insurer's liability or the amount of compensation depends on pending criminal or civil proceedings. In any case, the insurer is obliged to pay the undisputed portion of the compensation within 30 days. Within this period, the insurance company is also required to inform the entitled party in writing about the reasons for the inability to satisfy their claim in whole or in part, as well as the anticipated date for taking a final position regarding the entitled party's claims.

- impose a financial penalty of up to PLN 3 million on a member of the management board of the insurance company;
- impose a financial penalty on the insurance company of up to PLN 20 million or an amount equivalent to 0.5% of the gross written premium reported by the insurance company in its most recent annual financial statement, if the equivalent of 0.5% of the gross written premium exceeds PLN 20 million, and, in the case where the company has not conducted any business activity – up to PLN 100,000.

The Office of Competition and Consumer Protection is the central authority of governmental administration in Poland. The principal legal basis governing the activities of UOKiK is the Act of February 16, 2007 on Competition and Consumer Protection (Act on Competition and Consumer Protection, 2007).

The competencies of UOKiK in the area of consumer protection include, inter alia:

- conducting proceedings concerning practices infringing collective consumer interests;
- conducting proceedings aimed at declaring contractual terms in standard form agreements as prohibited (so-called abusive clauses);
- publishing consumer warnings.

The term “abusive clauses” is commonly used with reference to prohibited contractual provisions as mentioned in art. 385<sup>1</sup>–385<sup>3</sup> of the Civil Code. This provision states that contract terms concluded with a consumer that have not been individually agreed are not binding if they shape the consumer’s rights and obligations in a manner contrary to good practice, grossly violating their interests (Orlicka & Orlicki, 2015, p. 119). Prohibited contractual terms (found in general insurance conditions) play a particularly important role in shaping the content of insurance contracts. A characteristic feature of abusive clauses is the prohibition of their use in consumer transactions,<sup>8</sup> which is sanctioned by their lack of binding force (Szczepańska, 2017, p. 28).

Prior to the amendment of the Act on Competition and Consumer Protection taking effect, i.e., before April 17, 2016, it was the Court of Competition and Consumer Protection (SOKiK) that determined the abusive nature of contract clauses. Contractual terms found abusive by a final judgment of SOKiK were entered into the register of abusive clauses and, from that moment, their use in consumer transactions was prohibited. However, after the aforementioned amendment took effect, it is now the President of the Office who conducts proceedings regarding the

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<sup>8</sup> This prohibition was introduced in art. 385<sup>1</sup>–385<sup>3</sup> of the Civil Code. The purpose of this regulation is to provide consumers with more effective protection in contractual relations with professionals.

recognition of a contract template provision as abusive. In an administrative decision, the President decides whether a given clause is abusive and whether to prohibit its further use. A decision of the President of UOKiK declaring a contract template provision as abusive is effective only in relation to the entrepreneur who used it and all consumers who concluded a contract with that entrepreneur based on the clause indicated in the decision.<sup>9</sup>

### **Research methods**

The study was conducted based on data obtained from:

- applications submitted to the Financial Ombudsman in the field of commercial insurance;
- notifications submitted to the Polish Financial Supervision Authority concerning the activities of domestic insurance companies;
- the register of prohibited clauses (based on rulings of the Court of Competition and Consumer Protection);
- decisions issued by the President of the Office of Competition and Consumer Protection.

The collected source material was derived from the *Reports on the Activities of the Financial Ombudsman*, the *Reports on the Activities of the Polish Financial Supervision Authority* and the *Financial Supervision Authority*, and the *Register of Prohibited Clauses*.

The following data and information were obtained for the purposes of the study:

- from RF – the number and subject matter of submitted applications, the number and type of charges formulated, and the procedure for handling the submitted applications (for the years 2015–2023);
- from KNF– the number and scope of interventions, the number and type of inspections carried out, the number of recommendations issued, as well as statistics and amounts of penalties imposed on insurance companies (for the years 2014–2021);
- from UOKiK– register of abusive clauses in the area of insurance services (for the years 2014–2023).

Differences in the years covered by the analysis result from data availability. The obtained data concerns only commercial insurance offered by domestic insurance companies. The data was subjected to a quantitative and dynamic analysis.

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<sup>9</sup> *Abusive clauses*, [www.uokik.gov.pl](http://www.uokik.gov.pl) (access as of: June 25,2025).

## Results

### *The Polish Insurance Market: Gross Written Premium Trends, 2014–2023*

Over the last decade, the market has been influenced by changing economic conditions, regulatory developments, and shifts in consumer demand. These factors have affected both the overall level of premiums and their composition across different insurance classes.<sup>10</sup>

#### Figure 1.

*Gross written premiums in Poland, 2014–2023 (at 2023 prices, PLN million)*



Source: Polish Chamber of Insurance (2023), *Annual Report of the Polish Chamber of Insurance*, <https://piu.org.pl/raporty-roczne/raport-roczny-piu-2023-online> (access as of: June 25, 2025), p. 63.

According to the Polish Chamber of Insurance' Annual Report 2023, the real value of gross written premiums in Section I has exhibited a downward trend since 2014, following intermittent two-year periods of relative stability, ultimately reaching a minimum of PLN 22.8 billion (i.e., 22,848 million) in 2023. This decline was primarily driven by a systematic reduction in insurance within class 3,<sup>11</sup> despite a temporary increase observed in 2021, when premiums rose to PLN 28.2 billion.

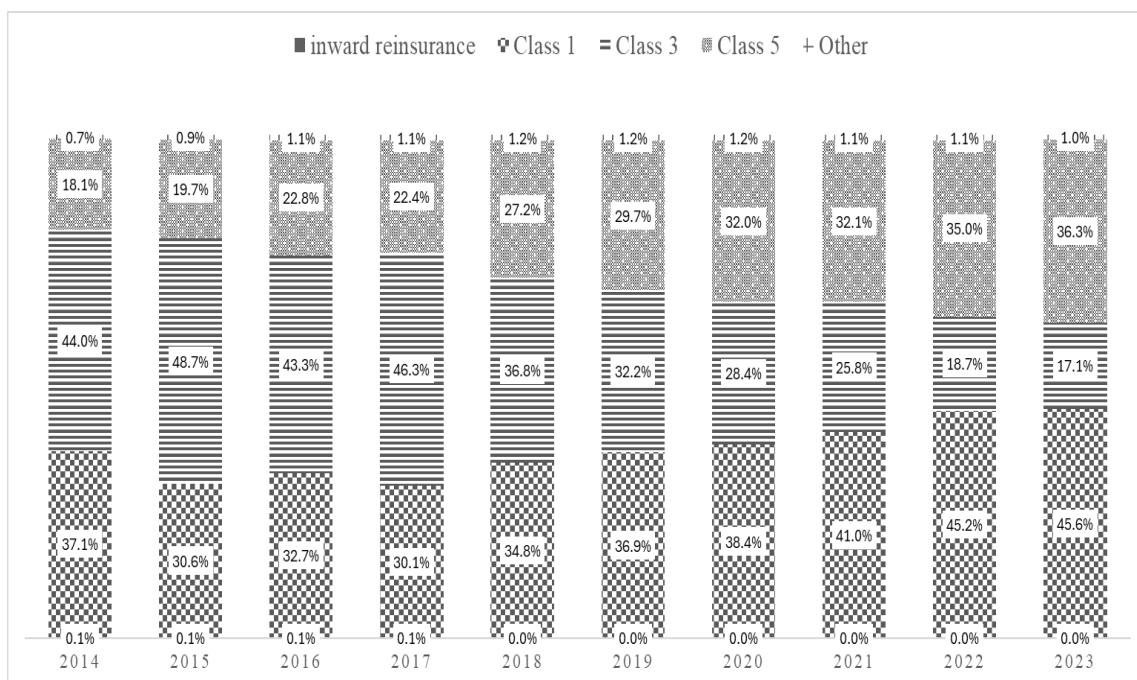
In contrast, premiums in Section II have demonstrated a sustained upward trend since 2014, largely attributable to the expansion of motor insurance. Although the growth rate decelerated in 2019, a subsequent inflation-driven increase led to a peak of PLN 60 billion in 2021. Thereafter, premiums in Section II declined, reaching their lowest level in six years, at PLN 56 billion in 2023.

<sup>10</sup> Classes as defined in the Annex to Act of September 11, 2015 on Insurance and Reinsurance Activity

<sup>11</sup> Life insurance linked to investment funds (unit-linked), including index- and value-linked life insurance.

**Figure 2.**

*Change in the structure of gross written premiums in Section I in Poland, 2014–2023 (%)*



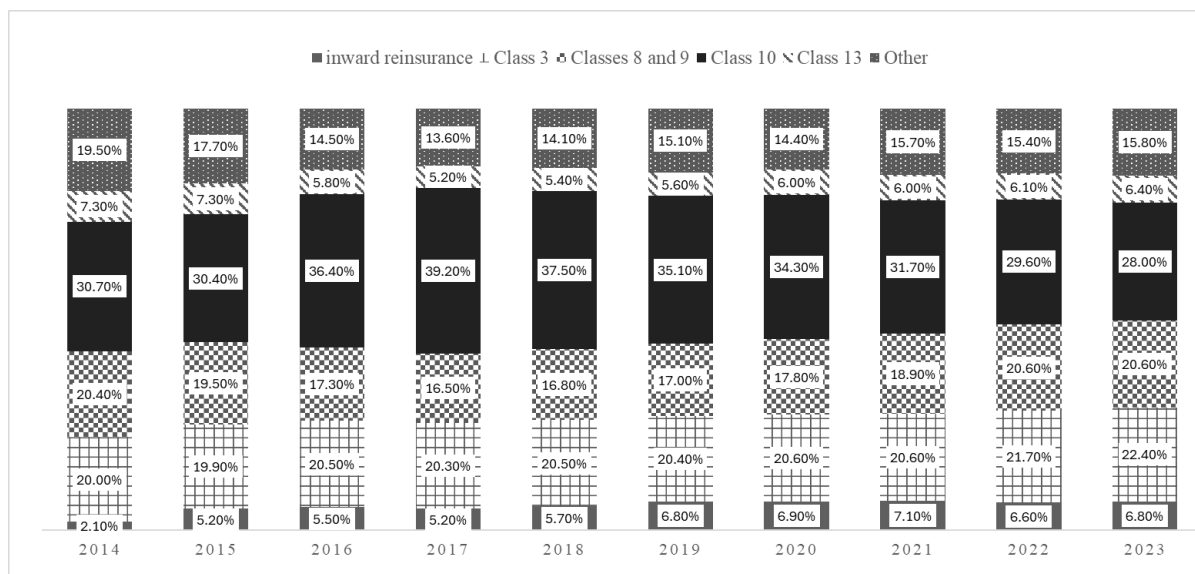
Source: Polish Chamber of Insurance (2023), *Annual Report of the Polish Chamber of Insurance*, <https://piu.org.pl/raporty-roczne/raport-roczny-piu-2023-online> (access as of: June 25, 2025), p. 66.

Since 2019, classes 1 and 5<sup>12</sup> have dominated Section I, accounting for 81.8% of gross written premiums in 2023. In 2014–2015, class 3 increased its share to 48.7%. In 2016, its share fell to 43.3%. In 2017, it rebounded to 46.3%; however, from 2018 onwards, it experienced a marked and sustained decline. By 2023, class 3's share had dropped to 17.1%, while classes 1 and 5 increased to 45.6% and 36.3%, respectively.

<sup>12</sup> Class 1 – life insurance, class 5 – supplementary accident and sickness insurance (if related to life insurance contracts).

**Figure 3.**

*Change in the structure of gross written premiums in Section II in Poland, 2014–2023 (%)*



Source: Polish Chamber of Insurance (2023). *Annual Report of the Polish Chamber of Insurance*, <https://piu.org.pl/raporty-roczne/raport-roczny-piu-2023-online> (access as of: June 25, 2025), p. 66.

In Section II, motor insurance – MTPL (class 10) and casco (class 3) – dominates. Property insurance (classes 8 and 9) ranks next, with a steady increase observed since 2017. The combined share of these three groups amounted to 71.0% of gross written premiums in 2023, broadly in line with the level recorded a decade earlier and 0.9 pp lower than in 2022.

Changes in the structure of insurance, reflected in the evolving structure of gross written premiums, are transmitted into the structure of complaints submitted to the Polish Financial Supervision Authority, the Financial Ombudsman, and the Office of Competition and Consumer Protection, indicating a link between market composition and consumer dispute patterns.

### **The Financial Ombudsman’s actions in the field of signals sent by consumers of insurance services**

Over 2015–2023, the Financial Ombudsman received a total of 103,758 requests relating to business insurance, of which 31,581 requests related to Section I insurance (30% of all requests), and 71,781 requests were in respect of Section II insurance (69% of all requests).

In percentage terms, most Section I insurance requests filed with the RF over 2015–2023 were concerned with accident and sickness insurance (63%, 19,953 requests in total, or an average of 2,217 requests a year), followed by life insurance (19%, 6,123 requests in total, or an average of 761 requests a year). For Section II insurance, the highest percentage of requests pertained to motor third-party liability insurance (42%, 29,989 requests in total, or an average of

3,332 requests a year), followed by business third-party liability insurance (12%, 8,306 requests in total, or an average of 922 requests a year). The concerns raised in the reports to the Financial Ombudsman related to different issues (Table 1). Over 2015–2023, a total of 103,758 concerns were raised in the request (an average of 12,950 a year). In percentage terms, the most concerns were about “claim dismissals” (a total of 48,500, or an average of 5,389 a year), “disputes over compensation or benefits granted” (a total of 32,665, or an average of 3 629 a year), and premium-related (a total of 7,702, or an average of 858 a year).

**Table 1.**

*Allegations contained in complaints concerning commercial insurance submitted to the Financial Ombudsman, 2015–2023*

Concerns	Year									Total	As %
	2015	2016	2017	2018	2019	2020	2021	2022	2023		
<b>Total</b>	11,612	13,021	14,356	14,043	12,780	10,551	9,295	8,819	9,281	103,758	100.00%
<b>Claim dismissals</b>	4,987	5,939	6,775	6,464	6,078	5,103	4,430	4,232	4,492	48,500	74.90%
<b>Disputes over compensation or benefits granted</b>	3,366	4,028	4,580	4,631	4,224	3,433	2,879	2,659	2,865	32,665	50.45%
<b>Premium (amount, refund, request for payment of premium)</b>	1,333	1,186	1,045	916	890	720	583	571	476	7,720	11.92%
<b>Delay in compensation proceedings</b>	727	552	504	553	367	297	309	313	394	4,016	6.20%
<b>Refusal to cancel, reduce, or pay by installments penalties and recourse liabilities</b>	157	231	222	242	201	266	224	251	311	2,105	3.25%
<b>Insurance procedures</b>	218	205	269	203	150	150	184	222	210	1,811	2.80%
<b>Understated policy surrender value</b>	190	432	491	414	397	145	85	–	–	2,154	3.33%
<b>Difficulty in accessing claim files</b>	283*	146	114	283	177	67	362	99	60	1,308	2.02%
<b>Denial of insurance continuation</b>	36	36	69	63	55	51	44	35	19	408	0.63%
<b>Interpretation of insurance regulations</b>	83	40	45	20	24	19	5	6	–	242	0.37%

Concerns	Year									Total	As %
	2015	2016	2017	2018	2019	2020	2021	2022	2023		
<b>Change of the general terms and conditions during the term of the contract</b>	2	13	4	8	19	9	2	6	1	64	0.10%
<b>Improper policy management</b>	19	26	43	20	28	63	16	18	8	241	0.37%
<b>Denial of policy surrender value</b>	8	16	5	9	10	4	6	–	–	58	0.09%
<b>Change of the sum insured</b>	3	5	4	2	14	3	6	–	1	38	0.06%
<b>Late policy surrender</b>	8	1	–	2	7	–	1	–	–	19	0.03%

Source: Own study.

The data shows that the RF intervened in 79% (81,736) of the submitted applications, did not intervene in 16% (16,685) and decided to re-examine 5% (5,396) of the submitted applications.

### **Measures taken by the Polish Financial Supervision Authority to protect the interests of insurance service recipients**

Although the Polish Financial Supervision Authority does not function as a dispute resolution body, it monitors complaints and reports from consumers as part of its supervisory role over the insurance market. These actions serve preventive, interventionist, and supervisory purposes.

The KNF accepts complaints and reports related to unfair practices of insurance companies, delays or refusal to pay compensation or benefits, misconduct by insurance agents or brokers, or limited access to key information.

Between 2014 and 2021,<sup>13</sup> a total of 16,788 reports were registered concerning the activities of domestic insurance companies in Poland, of which 87% related to non-life insurance activities (Section II). The total number of submissions received by the Financial Supervision Authority regarding life insurance companies (Section I) amounted to 2,197, with a year-on-year decline observed (Table 2). The highest proportion of reports concerned “payout refusals” (17%), “surrender value” (16%), and “agent negligence” (11%). The observed decrease in surrender value-related complaints can be attributed to both a systematic reduction in insurance within class 3 in Section I, as noted above, and amendments to the regulatory provisions governing policy surrender.

<sup>13</sup> For the years 2022–2023, data at this level of granularity is not provided by the supervisory authority.

**Table 2.**

*Reports to the Polish Financial Supervision Authority, Section I insurers, 2014–2023  
(by a reporting reason)*

Reported concerns	2014	2015	2016	2017	2018	2019	2020	2021	Total	As %
Payout refusal	61	73	63	56	45	31	24	24	377	17%
Surrender value	113	98	42	26	25	14	16	8	342	16%
Agent negligence	90	66	71	14	1	3	3	2	250	11%
Contractual performance	20	25	36	26	26	24	15	11	183	8%
Insurer's information policy	73	81	12	7	7	1	2	2	185	8%
Dilatory conduct	27	27	24	12	22	21	10	16	159	7%
Unit valuation or insurer's investment performance	15	18	49	34	25	9	3	0	153	7%
Compensation amount	16	24	23	21	11	10	9	6	120	5%
Difficulty inspecting loss file	11	15	16	6	4	4	3	5	64	3%
Loss adjustment process concerns	0	0	0	3	17	14	9	6	49	2%
Interpretation of GTCs	0	2	4	1	3	4	7	1	22	1%
Difficulty making the contract	2	7	1	3	2	3	3	2	23	1%
Changes to GTCs	6	2	3	3	0	1	3	4	22	1%
Refusing insurance coverage	1	2	2	0	0	3	2	1	11	1%
Cross-border activities of domestic entities	0	0	9	0	0	1	1	0	11	1%
Other	69	57	35	21	21	15	2	6	226	10%
<b>Total</b>	<b>504</b>	<b>497</b>	<b>390</b>	<b>233</b>	<b>209</b>	<b>158</b>	<b>112</b>	<b>94</b>	<b>2,197</b>	<b>100%</b>
Absolute increases, chain-linked	–	–7	–107	–157	–24	–51	–46	–18	–	–
Relative increases, chain-linked	–	–1%	–22%	–40%	–10%	–24%	–29%	–16%	–	–

Source: Own study.

Between 2014 and 2021, the total number of submissions concerning the activities of domestic non-life insurance companies (Section II) amounted to 14,581. The number of such sub-

missions decreased year by year (Table 3). The largest proportion of reports concerned “compensation amount” (29%), “dilatory conduct” (26%), and “payout refusal” (14%). There was much less information on potential distribution irregularities in Section II insurance undertakings.

It is noteworthy that the sustained growth in gross written premiums has not been reflected in a corresponding decline in the number of complaints in Section II.

**Table 3.**

*Reports to the Polish Financial Supervision Authority, Section II insurers, 2014–2023  
(by a reporting reason)*

Reported concerns	2014	2015	2016	2017	2018	2019	2020	2021	Total	As %
<b>Compensation amount</b>	886	986	731	517	312	226	280	237	4,175	29%
<b>Dilatory conduct</b>	883	683	641	581	323	267	195	265	3,838	26%
<b>Payout refusal</b>	531	385	285	277	193	159	120	132	2,082	14%
<b>Difficulty inspecting loss file</b>	180	199	112	171	173	398	146	94	1,473	10%
<b>Loss adjustment process concerns</b>	0	0	0	118	360	268	249	182	1,177	8%
<b>Contractual performance</b>	31	32	107	64	63	46	20	24	387	3%
<b>Difficulty terminating the contract</b>	66	64	38	49	34	31	28	16	326	2%
<b>Unfair debt recovery</b>	1	20	67	61	53	39	17	15	273	2%
<b>Premium amount</b>	34	22	31	35	35	21	21	13	212	1%
<b>Difficulty making the contract</b>	5	6	4	5	6	8	9	18	61	0%
<b>Other</b>	110	133	100	75	52	35	29	43	577	4%
<b>Total</b>	2,727	2,530	2,116	1,953	1,604	1,498	1,114	1,039	14,581	100%
<b>Absolute increases, chain-linked</b>	–	–197	–414	–163	–349	–106	–384	–75	–	–
<b>Relative increases, chain-linked</b>	–	–7%	–16%	–8%	–18%	–7%	–26%	–7%	–	–

Source: Own study.

Reports submitted to the Polish Financial Supervision Authority should serve as a basis for initiating supervisory activities in insurance and reinsurance undertakings.<sup>14</sup> During the reporting

<sup>14</sup> It was not possible to determine whether the indicated actions were the result of the reports listed in Table 2 and Table 3.

period, the KNF carried out a total of 146 inspection procedures, conducted 82 supervisory visits, and issued 821 post-inspection recommendations.

Furthermore, during the reporting period, the KNF imposed penalties on a total of 94 entities in the insurance sector (Table 4). The majority of the sanctioned entities were non-life insurance undertakings (Section II), accounting for 97% of the total.

Non-life insurance undertakings were also penalized for violations of art. 18(2) of the Act on Insurance Activity,<sup>15</sup> by setting insurance premiums at a level that did not ensure, at a minimum, the fulfilment of all obligations arising from insurance contracts and the coverage of the costs of conducting insurance activity. These violations concerned insurance classes 3 and 10, as defined in the annex to the Act of September 11, 2015 on Insurance and Reinsurance Activity (Act on Insurance and Reinsurance Activity, 2015), during the periods in which the Act was in force. Penalties imposed on life insurance undertakings concerned violations of the obligation to effectively manage assets and liabilities, as well as the placement of financial resources in assets whose risks the company was unable to properly identify, measure, or manage.

**Table 4.**

*Actions undertaken by the Polish Financial Supervision Authority with respect to domestic insurance undertakings operating in Section I and Section II, 2014–2023*

Action	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
<b>inspections</b>	17	20	12	14	15	14	12	14	14	14	146
<b>supervisory visits</b>	–	–	13	11	21	9	7	7	7	7	82
<b>post-inspection recommendations</b>	108	96	22	88	93	66	82	79	65	122	821

Source: Own study.

The highest level of penalties imposed was recorded in 2018 (PLN 2,395,000). Relatively high penalty amounts were registered in the years: 2017 (PLN 1,843,000) and 2019 (PLN 1,677,000). Conversely, the lowest penalty amount occurred in 2020 (PLN 130,000). During this period, a financial penalty was imposed on only two insurance companies: AXA Ubziepieczenia TUiR and Compensa TU SA Vienna Insurance Group. The year 2020 stands out in this regard throughout the analyzed period. It can be reasonably inferred that this situation is

<sup>15</sup> Act on Insurance Activity of May 22, 2003 (consolidated text: Journal of Laws of 2003, No. 124, item 1152) was replaced by Act of September 11, 2015 on Insurance and Reinsurance Activity (consolidated text: Journal of Laws of 2015, item 1844).

related to the Covid-19 pandemic, which significantly affected the functioning of public administration, businesses, courts, as well as financial market institutions, including the Financial Supervision Authority.

Considering the amounts of financial penalties imposed by the supervisory authority on individual insurance companies, the lowest were:

- the amount of PLN 3,000, imposed on BRE Ubezpieczenia TUiR (2014);
- and PLN 5,000, imposed on Aviva TU S.A. (2014).

On the other hand, the highest penalty of PLN 899,000 was imposed on PZU SA (2019). During the analyzed period, the Financial Supervision Authority most frequently imposed penalties on the following insurance companies: PZU SA (nine times); Generali TU SA (eight times); Compensa TU S.A. Vienna Insurance Group (seven times). It is also worth noting that in some years, these companies were penalized two or even three times (Generali in 2018).

**Table 5.**

*Penalties imposed by the Financial Supervision Authority resulting from violations of art. 14(1)–(3) of the Act on Compulsory Insurance, 2014–2023*

Insurance company	Amount of the penalty (PLN)									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Aviva TU SA	5,000*	–	–	–	10,000*	–	–	–	–	–
AXA Ubezpieczenia TUiR	–	–	–	–	–	–	50,000*	–	–	–
Benefia TU SA	40,000*	–	–	–	–	–	–	–	–	–
BRE Ubezpieczenia TUiR	3,000**	–	–	–	–	–	–	–	–	–
Compensa TU SA	70,000* 70,000*	–	250,00*	50,000*	–	–	80,000*	–	65,100*	67,100*
Concordia Polska TUW	–	–	–	3,000*	–	13,000*	–	–	–	–
Generali TU SA	–	100,000*	–	260,000*	97,000* 90,000* 100,000*	100,000*	–	155,600* 162,000*	–	–
Gothaer TU SA (from 2019: Wiener TU SA)	100,000*	–	–	–	57,000* 35,000*	60,000*	–	–	–	72,200**
INTER Polska SA	–	–	–	–	1,000*	–	–	–	–	–
InterRisk TU SA VIG	50,000*	45,000*	100,000*	–	50,000*	–	–	–	–	–
Link4 TU SA	25,000*	–	–	20,000*	–	–	–	–	–	58,900**

Insurance company	Amount of the penalty (PLN)									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>MTU Moje TU SA</b>	40,000*	–	–	–	–	–	–	–	–	–
<b>Pocztowe T UW</b>	–	–	–	25,000**	40,000**	–	–	–	–	–
<b>PZU SA</b>	115,000*	–	–	140,000*	750,000* 750,000*	899,000* 370,000**	–	397,000**	685,200* 546,300*	–
<b>STU Ergo Hestia SA</b>	100,000**	–	–	320,000*	–	–	–	–	270,400**	–
<b>TUiR Allianz Polska SA</b>	–	–	–	180,000* 180,000*	–	–	–	–	106,500*	139,900*
<b>TUiR WARTA SA</b>	120,000*	–	–	590,000*	380,000*	–	–	80,000*	–	–
<b>TUiR WARTA SA (as the legal successor of HDI Asekuracja TU SA)**</b>	100,000*	–	–	–	–	200,000**	–	–	–	–
<b>TUW TUW</b>	30,000*	20,000*	30,000*	–	–	35,000*	–	–	–	–
<b>TUZ TUW</b>	7,000**	–	–	–	15,000*	–	–	–	65,800*	–
<b>Uniqa TU SA</b>	–	–	–	75,000*	20,000*	–	–	32,800* 51,000*	91,800*	146,300*
<b>TOTAL</b>	875,000	165,000	380,000	1,843,000	2,395,000	1,677,000	130,000	878,400	1,831,100	484,400

Source: Own study.

Legend:

\* – violation of art. 14(1)–(3) of the Act on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau, in connection with identified cases of delays in granting and paying compensation or failure to meet information obligations.

\*\* – violation of art. 14(1)–(2) of the Act on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau, in connection with identified cases of delays in granting and paying compensation.

The largest share of the amount of penalties imposed by the KNF for violations of the provisions of art. 14 of the Act on Compulsory Insurance was held by PZU SA (44%). Such a concentration of penalties on the largest player in the motor third-party liability insurance area may result not only from its market share,<sup>16</sup> but also from systemic problems in claims handling. The next places are occupied by: Warta SA (11%) and Generali TU SA (10%). A 6% share was

<sup>16</sup> In 2023, PZU SA's market share in motor third-party liability (MTPL) insurance (as measured by gross written premium) was 29.7%. For comparison, the market share of TUiR Warta SA was 22.5%. Based on: *Annual Report of the Polish Chamber of Insurance, Warsaw 2023*; *PZU SA Financial Statements for the year ended December 31, 2024*; *Solvency and Financial Condition Report of TUiR WARTA SA as of December 31, 2023, and for the financial year ending on that date.*

held by both Ergo Hestia and Compensa. Meanwhile, “Other insurance companies” (a total of 16 entities) account for 23% of the overall structure.

### **Actions of the Office of Competition and Consumer Protection regarding “abusive clauses” in the insurance market**

Based on the information presented in Table 6, the following categories of abusive clauses can be distinguished:

- limiting the liability of the insurance company;
- automatic renewal of voluntary insurance contracts;
- excessive requirements regarding documentation or safeguards;
- and the method of determining the value of the insured object or benefit.

Judgments of the Court of Competition and Consumer Protection in the analyzed period concerned three life insurance companies (Section I) and four non-life insurance companies (Section II), including four judgments against Ergo Hestia.

**Table 6.**

*Provisions in insurance services deemed abusive by the Office of Competition and Consumer Protection, 2014–2019*

<b>Date of UOKiK judgment</b>	<b>Defendant</b>	<b>Prohibited clause</b>
2015.06.09	TU na Życie WARTA SA	The insurer’s liability in relation to each insured person is excluded for a period of 24 months from the first day of the month in which the policyholder enrolled the insured in the insurance contract, in the event of the insured’s death, if the event was caused by an illness that was diagnosed or treated prior to that date.
2015.06.25	STU Ergo Hestia SA	Ergo Hestia is also not liable for damage arising during the normal operation of the vehicle (resulting from natural wear and tear), or for damage caused by shocks on uneven road surfaces, or damage resulting from corrosion or manufacturing defects, as well as damage resulting from improperly performed previous repairs.
2015.11.17	D.A.S. Towarzystwo Ubezpieczeń Ochrony Prawnej SA	An insurance contract concluded for a period of at least one year shall be extended for another year unless the policyholder or the insurer terminates the contract by submitting a written statement at least six weeks before the end of the insurance period. Unless otherwise agreed by the parties, the provisions of the preceding sentence also apply to insurance contracts concluded for a period shorter than one year, with the subsequent period of the contract lasting one year.
2016.01.21	Compensa TU SA Vienna Insurance Group	A vessel is considered to be properly secured in an open area if it is fastened with a mooring line of at least 8 mm in diameter (depending on the size of the boat) to a permanent post, marina cleat, or another fixed point along the waterways. The fastening should be locked with a padlock or a similar type of lock.

<b>Date of UOKiK judgment</b>	<b>Defendant</b>	<b>Prohibited clause</b>
2016.04.01	STU Ergo Hestia SA	Pursuant to this clause, while maintaining the other provisions of the motor vehicle insurance contract against loss, destruction, or damage (Autocasco) that are not amended by this clause, and upon payment of an additional premium, Autocasco insurance shall be extended in such a way that, during the insurance period, the market value of the vehicle is deemed to be the sum insured specified in the contract, provided that this sum has been determined in accordance with § 15(1) and (3)–(5) of the General Terms and Conditions of Autocasco Insurance.
2016.04.01	STU Ergo Hestia SA	In situations where the sum insured has not been determined in accordance with § 15(1) and (3)–(5) of the General Terms and Conditions of Autocasco Insurance, the market value of the vehicle during the insurance period shall be deemed to be the market value as of the date the insurance contract was concluded, but not higher than the sum insured specified in the contract.
2017.01.09	Uniqa TU SA	Upon returning to Poland, the insured must submit to Uniqa TU S.A. the original medical bills as well as other documents related to the treatment, containing at least the following information: the first and last name, date of birth of the person treated, the name of the illness, a description of the medical services provided, the duration of the treatment, the names of prescribed medications, and a record confirming payment or another document serving as proof of payment for the treatment, in cases where the insured has paid the medical costs themselves.
2017.09.06	PZU na Życie SA	Within the meaning of the regulations concerning childbirth and births
2018.01.18	STU Ergo Hestia SA	§ 11 Ergo Hestia is not liable for damage: 5) resulting from theft of the vehicle or its parts if: d) the claimant has not submitted to Ergo Hestia the vehicle documents on the basis of which the vehicle was authorized for use on the day of the loss, as well as all keys (factory devices) used to open the vehicle, in a number not less than stated in the insurance application, together with a complete set of devices used to activate anti-theft devices, unless the vehicle was lost as a result of robbery.
2019.02.20	Generali Życie TU SA	For the calculation of the policy value and the additional value, the sale price of a participation unit applicable on the valuation day following the day on which the insurance company registers the complete set of documents required for the payout, together with the application for the payout of the surrender value, shall be used.

Source: Own study.

Administrative decisions of the President of UOKiK regarding prohibited provisions in contract templates (Table 7) have only been issued since 2022. By the end of the analyzed period (i.e., by the end of 2023), five decisions were recorded. It should be emphasized here that all of them concerned life insurance companies (Section I). The key areas identified and resolved as prohibited provisions included:

- the “abuse” of allocation and distribution fees (their amount and structure);
- manipulation of the amount of fees and their indexation, as well as lack of transparency (changes in the amount of fees could be made at any time, without the obligation to consult or obtain the policyholder’s consent).

**Table 7.**

*Decisions resulting in the recognition of contract template clauses as abusive in insurance services by the Office of Competition and Consumer Protection, 2016–2023*

<b>Date of decision</b>	<b>Insurance company</b>	<b>Prohibited clause (summary)</b>
2022.02.22	MetLife Towarzystwo Ubezpieczeń na Życie i Reasekuracji SA	<p>“Allocation fee: Period of premium payments (in years) 1st year – 75% of the invested premium 2nd year – 45% of the invested premium From the 3rd year onwards – none EXPLANATION: In the first and second year of premium payments, a portion of the invested premium is allocated to cover the Company’s costs related to concluding the contract”.</p>
2022.06.03	UNIQA TU na Życie SA	<p>“Distribution fee expressed as a percentage Within the AXA On-Line service and in correspondence, the distribution fee expressed as a percentage is referred to as an initial fee. It is charged on the basic premium: (...)”.</p> <p>“The Company charges the following fees: (...) a distribution fee – a fee expressed as a percentage in relation to the basic premium and the additional investment premium, as well as a fixed amount, collected to cover the Company’s costs related to concluding the insurance contract (acquisition costs)...”</p> <p>“Allocation fee Within the AXA On-Line service and in correspondence, the allocation fee is referred to as an initial fee. It is charged on the basic premium: (...)”</p>
2022.12.13	TU Allianz Życie Polska SA	<p>FEES, FEE INDEXATION</p> <p>“1. The amounts of the administrative, allocation, handling, operational fees, as well as the percentage fees for the payout of account value, are specified in the insurance contract. 2. The amounts of the administrative, handling, and operational fees may be increased. The increase may occur no more than once in a given insurance year. 3. Any increase in the amount of fees will be made in accordance with an index determined by the Company, which shall not exceed the higher of the following indices: the increase in prices of goods and services for consumers or the increase in average wages in the enterprise sector, as published by the Central Statistical Office, covering the period from the first day of the month in which the amount of fees was set to the first day of the month preceding the month in which the new amount of fees was determined. 4. A change in the amount of fees in accordance with the above rules does not constitute an amendment to the insurance contract and does not require the policyholder’s consent. The Company is obliged to promptly inform the policyholder about any increase in fees”.</p>
2023.02.20	Generali Życie TU SA	<p>“Allocation fee on the regular premium due and paid in the first and second policy year (...)”.</p> <p>“The allocation fee is charged to cover the costs incurred by the Company in connection with concluding the contract, i.e., product implementation costs, the Company’s margin, and acquisition costs”.</p> <p>“The allocation fee is collected by the Company by reducing the amount of each regular premium due and paid in the first and second policy year by the allocation fee specified in the Table”.</p>
2023.07.23	Vienna Life TU na Życie SA	<p>“Initial fee on the Regular Premium: (...) in the first Policy Year – 50%; in the second Policy Year – 50%. In a given Policy Year, the amount of the fee will be divided into as many equal parts as there are Regular Premiums due in that Policy Year and collected at the time each paid Regular Premium is credited to the Fund Units Account”.</p>

Source: Own study.

## Conclusions

The obtained results confirm that the Financial Ombudsman, the Polish Financial Supervision Authority, and the Office of Competition and Consumer Protection identify irregularities in the Polish insurance market, which indicates the functionality of the institutional consumer protection system.

The identified irregularities are wide-ranging and concern both life and non-life insurance. Their nature is mainly concentrated around disputes over the performance of benefits (claim dismissals, compensation amounts, delays), indicating a systemic problem in the area of claims handling. The scale of the phenomenon, measured by the number of complaints and interventions, remains significant, although a downward trend is observed in selected areas.

The institutions apply complementary instruments of influence: intervention activities (RF), supervisory-control and sanctioning measures (KNF), and the elimination of prohibited market practices through decisions and the register of abusive clauses (UOKiK). Such a model indicates a multilevel and relatively coherent system of response to irregularities. The activities of these institutions contribute to limiting selected market pathologies (e.g., a decline in the use of prohibited clauses); however, they do not eliminate them entirely, which confirms the need for continued supervision and further improvement of regulatory instruments. What should be emphasized here is the positive significance of consumer-protective legal regulations in the area of life insurance with unit-linked funds (UFK), which have been in effect since January 1, 2016 (Act on Insurance and Reinsurance Activity, 2015, art. 21, art. 26):

- prior to concluding an insurance contract with a UFK, the insurance company should conduct a survey with the client regarding their needs, knowledge, and experience in the field of life insurance, as well as their financial situation;
- the policyholder has the right to withdraw from the contract within 60 days of receiving for the first time the annual information on the amount of benefits due under the concluded insurance contract;
- in the event of the policyholder's withdrawal from the insurance contract, the insurance company shall charge a surrender fee, but not exceeding 4% of the value of paid premiums.

It can be concluded that the introduced legal solutions were accompanied by a decrease in the number of reports submitted to the Polish Financial Supervision Authority concerning the activities of life insurance companies in the areas of: surrender value, agent negligence, and the information practices of insurance companies (Table 2).

The persistence of irregularities may result, among other things, from information asymmetry and the weaker negotiating position of consumers vis-à-vis insurers, which favors suboptimal decision-making and generates conflicts at the stage of contract performance. In turn, the effectiveness of identifying and limiting irregularities is important not only for consumer protection but also for the stability of the insurance market. A key direction for further action remains increasing product transparency and standardizing distribution practices.

## References

- Act of September 11, 2015 on Insurance and Reinsurance Activity (Journal of Laws 2015, item 1844, consolidated text: Journal of Law 2025, item 146, 820).
- Act of December 15, 2017 on Insurance Distribution (consolidated text: Journal of Laws 2017, item 2486).
- Act of February 16, 2007 on Competition and Consumer Protection (consolidated text: Journal of Laws of 2023, item 1689).
- Act of July 21, 2006 on Financial Market Supervision (consolidated text: Journal of Laws 2022, item 660).
- Act of May 22, 2003 on Compulsory Insurance, the Insurance Guarantee Fund, and the Polish Motor Insurers' Bureau (Journal of Laws 2025, item 367, consolidated text: also referred to as the Act on Compulsory Insurance).
- Act of August 5, 2015 on the Handling of Complaints by Financial Market Entities and on the Financial Ombudsman (consolidated text: Journal of Laws of 2022, item 187).
- Based on Article 342 and Article 353 of the Act of September 11, 2015 on Insurance and Reinsurance Activity (consolidated text: Journal of Laws 2023, item 656).
- Celczyńska, A. (2016). Etyczny wymiar terminowości likwidacji szkód komunikacyjnych. W: I.D. Czechowska (ed.). *Etyka w relacjach instytucji finansowych z gospodarstwami domowymi* (pp. 252–253). Łódź: Wydawnictwo Uniwersytetu Łódzkiego.
- Civil Code of April 23, 1964 (Journal of Laws 1964, nr 16, item 93).
- Czechowska, D.I., Stawska, J. & Witzczak, R. (2020). *Bezpieczeństwo i stabilność systemu finansowego*. Łódź: Wydawnictwo Uniwersytetu Łódzkiego.
- Decisions of the President of UOKiK from [www.decyzje.uokik.gov.pl](http://www.decyzje.uokik.gov.pl).

- Financial Ombudsman. Reports on the activities of the Financial Ombudsman from [www.rf.gov.pl](http://www.rf.gov.pl).
- Fras, M. (2020). Analiza potrzeb klienta przy zawieraniu umowy na kolejny okres ubezpieczenia. *Wiadomości Ubezpieczeniowe*, 2, 57–70.
- List of penalties imposed by the Polish Financial Supervision Authority for the years 2006–2023 from [www.knf.gov.pl](http://www.knf.gov.pl).
- Monkiewicz, J., Monkiewicz, M. (2019). W poszukiwaniu nowego paradygmatu ochrony konsumentów na rynkach finansowych. W: J. Monkiewicz & E. Rutkowska-Tomaszewska (red). *Ochrona konsumenta na polskim i międzynarodowym rynku finansowym* (pp. 33–51). Warszawa: Wolters Kluwer.
- Nawracała, J. (2019). Ustandaryzowane dokumenty zawierające informacje o produkcji ubezpieczeniowym. Możliwe interpretacje w kontekście pojęcia produktu ubezpieczeniowego. *Wiadomości Ubezpieczeniowe*, 2, 51–72.
- Orlicka, J., Orlicki, M. (2015). Klauzule abuzywne w polskim obrocie ubezpieczeniowym. W: J. Monkiewicz & M. Orlicki (eds.). *Ochrona konsumentów na rynku ubezpieczeniowym w Polsce* (p. 119–130). Warszawa: Poltext.
- Orlicki, M. (2017). Ustandaryzowany dokument według ustawy o dystrybucji ubezpieczeń – zasady tworzenia i znaczenie prawne. *Prawo Asekuracyjne*, 4, 13–25
- Orlicki, M. (2019). Analiza potrzeb klienta – rzeczywista czy pozorna?. *Prawo Asekuracyjne*, 2(99), 23–34.
- Pachuca-Smulska, B. (2018). Nowy „paradygmat” ochrony konsumenta na rynku finansowym w świetle zmian regulacyjnych i instytucjonalnych po kryzysie finansowym 2007–2009. *Studia Prawno-Ekonomiczne*, 109, 107–126.
- Polish Chamber of Insurance (2023). Annual Report of the Polish Chamber of Insurance.
- PZU (2025). PZU SA Financial Statements for the year ended December 31, 2024 from [www.pzu.pl](http://www.pzu.pl).
- Rutkowska-Tomaszewska, E. (2013). *Ochrona prawna klienta na rynku usług bankowych*. Warszawa: Wolters Kluwer.
- Sebastianka, B. (2020). Typy oszustw na rynku finansowym oraz statystyki wymiaru sprawiedliwości w tym obszarze. W: J. Monkiewicz, A. Jurkowska-Zeidler, E. Rutkowska-Tomaszewska & A. Wiktorow. *Manipulacje i oszustwa na rynku finansowym* (pp. 61–82). Warszawa: Wydawnictwo Naukowe PWN.

Szczepańska, M. (2017). Abuzyność postanowień umownych w zakresie świadczeń oraz definiowania wypadku ubezpieczeniowego w treści umów ubezpieczenia na życie. *Wiadomości Ubezpieczeniowe* 2, 27–40.

The Register of Abusive Clauses from [www.rejestr.uokik.gov.pl](http://www.rejestr.uokik.gov.pl).

TUiR WARTA SA (2024). Solvency and Financial Condition Report of TUiR WARTA SA as of December 31, 2023, and for the financial year ending on that date from [www.warta.pl](http://www.warta.pl).

Wierzbicka, E. (2015). Ochrona klienta ubezpieczeń w Polsce. *Kwartalnik Nauk o Przedsiębiorstwie* 2(2), 71–79.