Overriding Mandatory Provisions in Insurance Law and the Conflict-of-laws Rules in the Motor Insurance Directive 2009/103/EC[1]

Judgment of the Court (Sixth Chamber) from 31 January 2019 in Case C-149/18, Agostinho da Silva Martins *v.* Dekra Claims Services Portugal SA[2]

1. **Article 16 of Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) must be interpreted as meaning that a national provision, such as that at issue in the main proceedings, which provides that the limitation period for actions seeking compensation for damage resulting from an accident is three years, cannot be considered to be an overriding mandatory provision, within the meaning of that article, unless the court hearing the case finds, on the basis of a detailed analysis of the wording, general scheme, objectives and the context in which that provision was adopted, that it is of such importance in the national legal order that it justifies a departure from the law applicable, designated pursuant to Article 4 of that regulation.**
2. **Article 27 of Regulation No 864/2007 must be interpreted as meaning that Article 28 of Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability, as transposed into national law, does not constitute a provision of EU law which lays down a conflict-of-law rule relating to non-contractual obligations, within the meaning of Article 27 of that regulation.**

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https://doi.org/10.26881/gsp.2023.3.12

[1] This research was funded in whole by National Science Centre, Poland, Grant Number 2020/39/B/HS5/02631.
[2] ECLI:EU:C:2019:84.

Commentary

Introduction

On 20 August 2015 a road traffic accident occurred in Spain involving two vehicles: one registered in Portugal, driven by the owner of the vehicle, Mr da Silva Martins; the other registered in Spain and insured with the insurance company Segur Caixa, represented in Portugal by Dekra Claims Services Portugal.

The front part of the vehicle registered in Spain collided with the rear part of Mr da Silva Martins' vehicle which, because of the damage sustained, could no longer be driven. Consequently, that vehicle had to be towed back to Portugal, where repairs were carried out.

The costs of the repairs to Mr da Silva Martin's vehicle were initially paid by the insurance company Axa Portugal, now Ageas Portugal, under the own damage cover of the vehicle. Since the driver of the vehicle registered in Spain was solely responsible for the accident, his insurer, Segur Caixa, reimbursed those costs to Axa Portugal.

In the case in the main proceedings, Mr da Silva Martins seeks compensation for indirect damage resulting from the accident.

He points out that the law applicable to the dispute in the main proceedings is Portuguese law, in particular Article 498(1) of the Civil Code, which provides for a limitation period of three years for actions seeking compensation for damage resulting from accidents. Since the accident occurred on 20 August 2015, the proceedings commenced on 11 November 2016 were therefore brought within the time limit.

By contrast, Segur Caixa contends that the law applicable to the action for compensation brought by the appellant in the main proceedings is Spanish law, which provides for a limitation period of one year in respect of actions seeking compensation for damage resulting from accidents. Accordingly, it claims that that action is time-barred.

The court of first instance upheld Segur Caixa's plea that the action was time-barred.

Mr da Silva Martins appealed against the judgment given by that court, requesting that it be set aside and that the limitation period stipulated in Portuguese law be applied.

The referring court notes that, in the light of the Rome II Regulation, Spanish law, which provides for a limitation period of one year, is applicable. However, since it is also possible that Directive 2009/103 and the system of compulsory third party motor insurance in force in Portugal, which provides for a limitation period of three years, may also apply, that court is unclear in particular as to whether the Portuguese legislation transposing that directive into national law – which provides that the law of the contracting State of the Agreement on the European Economic Area in which the accident occurred is replaced by Portuguese law "where it provides better cover" – is mandatory, within the meaning of Article 16 of the Rome II Regulation.

In these circumstances, the Tribunal da Relação de Lisboa (Court of Appeal, Lisbon, Portugal) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

1. Must it be understood that the national legislation in force in Portugal prevails as an overriding, mandatory rule within the meaning of Article 16 of the Rome II Regulation?
2. Does that rule constitute a provision of Community law laying down a conflict-of--law rule within the meaning of Article 27 of the Rome II Regulation?
3. In the light of Article 28 of Directive 2009/103, must it be concluded that the limitation period set out in Article 498(3) of the Portuguese Civil Code is applicable where a Portuguese citizen is the victim of a road traffic accident in Spain?

1. The idea of limitation periods

A statute of limitations strengthens the protection of a debtor, whose situation could deteriorate over time as it would become increasingly difficult for them to produce evidence in support of their claims, showing that the obligation has expired upon its performance or does not exist for any other reason. A statute of limitations is expected to ensure legal security to the debtor, who, as time passes, should be certain as to their own legal situation. In the same way, it is expected to permit the debtor's avoidance of satisfying the creditor after the expiry of the limitation period. Consequently, legal security, as one of the most important justifications of the statute of limitation, leads to the stabilisation of the debtor's position, which, although unlawful since the they have not paid the liability, must be regulated and legally sanctioned on the grounds of the public interest. It is in the interest of the legal order to legalise long-standing factual situations, even unlawful ones. Additionally, a lapse of time precludes the establishment of the factual situation because it becomes increasingly difficult to obtain evidence. Lapse of time and inaction of the creditor resolve the debtor's situation. The debtor obtains a legal guarantee that they can successfully defend themselves by raising an objection that the liability is time-barred when the creditor seeks performance. Further, legal provisions on the statute of limitations stabilise the certainty of legal relationships since the possibility to assert claims without any time limitation would lead to a situation in which a given party would, for tens of years, remain uncertain about their legal position. Another consequence of the statute of limitations is shortening court proceedings the outcome of which might be uncertain and litigation costs might prove high. On the other hand, the risk of a claim becoming time-barred is supposed to motivate the creditor to act. The creditor should take advantage of the available remedies to seek their claims. A lapse of time should balance the conflicting interest of parties to civil law transactions. A legal system must not contain provisions permitting the assertion of rights or the performance of obligations that, at the same

time, impose on other parties obligations for an unspecified duration, or such that would permanently introduce a state of uncertainty as to the actual legal situation.

2. Overriding mandatory provisions as an instrument protecting the "weaker party" to an insurance contract

Art. 16 of the Rome II Regulation does not contain a definition of overriding mandatory provisions. However, bearing in mind the postulate of coherence between both regulations, they are treated – both in the academic literature in the Member States and in the case-law of the CJEU – as a common, harmonized framework of conflict-of-law rules in the area of obligations. The need for an identical understanding of the concept of overriding mandatory rules does not raise doubts. As a consequence, the autonomous definition under Art. 9(1) of the Rome I Regulation also refers to overriding mandatory rules given effect under Art. 16 of the Rome II Regulation. The idea of consistent interpretation discussed here is also confirmed in the Explanatory Memorandum of the Draft Regulation from 2003 by a reference to the definition of overriding mandatory provisions adopted in the case concluded with the CJEU's judgment of 23 November 1999.[3] A restrictive (as compared to the Member States' national legislations) interpretation of overriding mandatory provisions is also suggested by Recital 32 of the Rome II Regulation, according to which courts may apply such provisions in exceptional circumstances, when this is justified by considerations of public interest. As a result, the consolidated formula defining the characteristics of overriding mandatory provisions also sets limits to national provisions of this nature. It is not enough that a given provision is considered as overriding by the legal system to which it belongs, it also must reach the "threshold" laid down in Art. 9(1) of the Rome I Regulation. It follows from Art. 9(1) of the Rome I Regulation, in conjunction with Art. 16 of the Rome II Regulation, that mandatory overriding provisions protect key public interests of the state so predominantly that they are given effect regardless of the law designated as applicable. However, in the commentator's opinion, this is an oversimplification. Although it can be noted that, in the decision commented upon here, the CJEU takes a stance corresponding to the judicial practice of German courts, characterised by the strict interpretation of overriding mandatory provisions, which generally results in a refusal to recognize the overriding status of legal provisions the main purpose of which is not to protect the public interest, the concept of strict interpretation of overriding mandatory rules does not deserve approval. In the literature on the subject, it is indicated that insurance law is "a textbook example of a discipline in which legislators use overriding mandatory rules" and, consequently, it is no surprise that there is an exceptional attachment to treating national provisions of insurance law as overriding

[3] Judgment of the CJ of 23.11.1999, C-369/96, Criminal proceedings against Jean-Claude Arblade and Arblade & Fils Sarl and Bernard Leloup *et al.*, ECR 1999, no. 11, I-8453.

mandatory rules.[4] When searching for relevant criteria that allow delimitating a set of overriding mandatory rules in the understanding of Art. 9 of the Rome I Regulation, one cannot settle for the conclusion that only public law provisions can aspire to be included in such set of rules.[5] First, the distinction between private and public law norms is only doctrinal. Recognising a given provision as a public law norm depends, in large measure, on the theoretical assumptions adopted in advance. There is a relatively widespread view that a given legal provision may show both features of public and private law norms, and the decision about its classification within that division depends on the intensity of elements characteristic of the former or the latter type in the specific provision.[6] Second, in principle, legislators do not create norms based on the assumption that the piece of legislation drafted will be either public or private law. On the other hand, the legislative process is focused on the purpose to be pursued by a given normative solution. Assessing whether a given legal provision makes an element "crucial for safeguarding public interests" should refer to such an understanding of the legal norm's function. Third, "public interests" in the understanding of Art. 9(1) are "political, social or economic organization." There is no doubt that among civil law norms one can distinguish those that are adopted for social and political reasons, which does not deprive them of their private law characteristics.[7] Many more doubts are raised by the provision of Art. 9(1) of the Rome I Regulation as far as it correlates overriding mandatory rules with "a county's public interests." There is no certainty as to whether the protection of interests of the "weaker party" to an obligational relationship can be recognized as a sufficiently crucial legislative purpose to become, at the same time, an element of safeguarding public interests. An argument against the admissibility to consider a given provision as an overriding mandatory rule cannot be the relatively narrow scope of parties afforded protection under that rule. There can be no doubt that protection of many groups of insignificant number is in the public interest. In this context, not without reason, the literature mentions, among others, disabled persons or victims of armed conflicts. One should not settle for the quantitative criterion. Instead, an assessment must be made if protection of a specific, even narrow, group is in the public interest. However, it does not seem justified to equate the interests of private law subjects and "public interest" in the understanding of Art. 9(1) of the Rome I Regulation. Additional difficulty is posed by the rather unclear criterion of the distinction into situations in which a given provision was adopted for the purpose of safeguarding an individual interest or the public interest.[8]

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4 M. Pilich, *Statut umów ubezpieczenia według rozporządzenia Rzym I* [in:] *Europejskie prawo procesowe cywilne i kolizyjne*, eds. K. Weitz, P. Grzegorczyk, Warszawa 2012, p. 374.

5 See S. Trávníčková, *Limitation of choice of law – mandatory and internationally mandatory rules* [in:] *Dny práva – 2008 – Days of law*, eds. J. Neckář, M. Radvan, D. Sehnálek, J. Valdhan, Brno 2008, p. 789.

6 S. Whittaker, *Consumer Law and the Distinction Between Public Law and Private Law*, [in:] *The Public Law/Private Law Divide. Une entente assez cordiale?*, eds. M. Freedland, J.B. Auby, Oxford–Portland 2006, p. 246 *et seq*.

7 M. Mataczyński, *Przepisy wymuszające swoje zastosowanie w prawie prywatnym międzynarodowym*, Kraków 2005, p. 95.

8 See, above all, widely discussed decisions of the ECJ of 9 November 2000, C 381/98 Ingmar GBLtd.

At this point, it should be noted that the doctrine of private international law makes a consequent distinction between the *lois de police "de direction"* and the *lois de police "de protection"* (the *lois de police protectrice*),[9] the equivalents of which in the German-language literature are *Eingriffsnormen* and *Parteischutzvorschriften*. The former protect the public interests of the state. These may include provisions on the supervision of insurance activities or the imposition of the requirement of compulsory insurance for a business.[10] The latter restores the equilibrium between the parties to the contract and protects the weaker party (policy-holder, insured party, injured person).[11] It is legitimate to treat both groups of situations separately, i.e., apply widely the construction of overriding mandatory rules in relation to consumer insurance, while in the case of entrepreneurs a possible refusal to apply foreign norms compromising the protective principles of German insurance law should be based on the public policy clause. The proposed division into norms protecting public interests (being the content of "overriding mandatory rules") and norms protecting merely individual interests (which should be eliminated *a priori* from the scope of the concept under discussion) seems very attractive from the point of view of European law. It is supported especially by the quite rigorous wording of Art. 9(1) of the Rome Regulation, referring to state interests. It is not excluded that the status of "overriding mandatory provisions" can be assigned to national law norms intended to protect collective policyholder interests under Art. 9 of the Rome I Regulation.

In French judicial practice, a liberal approach can be observed with regard to overriding mandatory rules in cross-border relationships. It is assumed that both provisions enacted in the interest of the state (the *lois de police de diréction*) and provisions which protect individual interests (the *lois de police protectrice*) may potentially amount to overriding mandatory provisions.[12]

3. Deficiencies and weaknesses of the judgment

In the decision discussed here, the CJEU did not resolve unequivocally the nature of the Portuguese legal provisions on the statute of limitations. It was left for the national

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v. Eaton Leonard Technologies Inc., ECR 2000, I 9305, and of 26 October 2006, C 168/05, Elisa Maria Mostaza Claro *v.* Centro Móvil Milenium, ECR 2006, p. I-10421, paragraphs 37–38.

9 P. Piroddi, *The French Plumber, Subcontracting, and the Internal Market*, "Yearbook of Private International Law" 2008, vol. 10, p. 606.

10 M. Fras, *Instruments protecting the weaker party to an insurance relationship in private international law* [in:] *The influence of the European Legislation on systems in the field of consumer protection*, eds. A. Viglianisi Ferraro, M. Jagielska, M. Selucka, Milano 2017, pp. 87–92.

11 M.A. Zachariasiewicz, *O potrzebie wskazania w nowej ustawie o prawie prywatnym międzynarodowym podstawy stosowania przepisów wymuszających swoje zastosowanie*, PPPM 2010, vol. 7, p. 22; *eadem* [in:] *System prawa handlowego. Międzynarodowe prawo handlowe*, vol. 9, ed. W. Popiołek, Warszawa, pp. 266–267.

12 M. Fras, *The Influence of Public and Corporate Insurance Law on the Application of Private International Law: Selected Issues* [in:] *The Governance of Insurance Undertakings. Corporate Law and Insurance Regulations*, eds. P. Marano, K. Noussia, Cham 2022, pp. 342–343.

court to decide if those provisions should be considered overriding mandatory provisions. Therefore, the national judge must use a so-called proportionality test, that is a value judgment analysis of the applicable law from the point of view of the interests, reasons and values at play.[13] It is increasingly emphasized in academic literature that the institution of overriding mandatory provisions is a manifestation of a different conflict-of-law method, referred to as "interest analysis." The process of analysing interests should precede a decision about the corrective impact of a given legal provision on the effect of applying applicable law.[14] Where applicable law ensures sufficient protection of such interests, there are no grounds to apply overriding mandatory provisions of the law of the forum. Possible recognition of the status of an overriding mandatory provision in the case of the rule of Portuguese law discussed here cannot be limited to the circumstances of a particular case. Recognition of a given rule as overriding implies that the rule should apply to any case in which the law of another country would be applicable. Under the da Silva Martins judgment, a derogation from the principle of applying the statute of limitations rules must be justified by particularly important considerations. In the first place, it should be pointed out that such special consideration could be in violation of the right to an effective remedy or effective judicial protection. According to the case-law of the European Court of Human Rights, a statute of limitations is a generally admissible restriction of the right of access to courts, however, it may not lead to a substantive restriction of that right. An analysis will also be necessary in the context of violating the right to a fair trial as referred to in Art. 6 of the European Convention on Human Rights. It must be established whether the plaintiff had an opportunity to initiate the proceedings before the end of such a short limitation period and on what date the limitation period starts running under Spanish law.[15] In European law, in recognition of the principle of multicentricity of law, it must be concluded that ECtHR judgments involve a posterior assessment if, in respect of specific persons, their right to a fair trial (following the standard of Art. 6 ECHR) was violated by the application of national law. On the other hand, CJEU judgments – in response to preliminary questions – specify the EU legal framework that cannot be violated by national laws (content of laws and standard of their application). At this point, it should be pointed out that the underlying purpose of Directive 2009/103/WE[16] is the protection of parties injured in traffic accidents. Taking into account comparative law research, the Spanish limitation period for insurance claims is, undoubtedly, one of the shortest limitation periods compared to those of other jurisdictions. It must be considered if such a short limitation period implements, from the

[13] M.A. Zachariasiewicz [in:] *Prawo prywatne międzynarodowe. Komentarz*, ed. M. Pazdan, Warszawa 2018, p. 711.

[14] Opinion of Advocate General of the CJEU, M. Szpunar of 20.04.2016, C-135/15, Republik Griechenland *v.* Grigorios Nikiforidis, ECLI:EU:C:2016:281, paragraphs 88 and 108.

[15] Judgment of the European Court of Human Rights of 11 March 2014, 52067/10, Legalis no. 1069366.

[16] Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability (codified version) (OJ L 2009, No. 263, p. 11, as amended).

perspective of a party injured in a traffic accident, the principle of effectiveness of EU law. One of the elements of effectiveness of EU law is a widely understood concept of effective remedy. In a narrower sense, this relates, for instance, to a claim for damages as per the Francovich formula, while in the widest possible sense, this relates to legal proceedings with their procedural institutions, including locus standi and the right to participate in legal proceedings, procedural deadlines, rules of evidentiary procedure, justification of judgment by the court, legal remedies (means of challenge), judicial costs and judicial review of administrative decisions. Although the issue is debated, it may be concluded that the right to an effective remedy, in fact, refers to the right of effective judicial protection.[17] Effectiveness is considered to be a principle conditioning the implementation of the direct effect and primacy of European Union law.[18] The Court of Justice considers effectiveness as a condition of ensuring adequate protection to private parties benefiting from EU law.[19] In the absence of procedural EU provisions, the Court concludes that national rules shall apply, provided that they are not less favourable than those applicable to analogous proceedings with regard to claims based on national law[20] (the principle of equivalence, also referred to as the principle of non-discrimination), and provided that such national rules do not lead to a situation in which enforcement of European Union law becomes excessively difficult or practically impossible (minimum protection requirement).[21] The minimum protection requirement applies concurrently with the principle of non-discrimination since it might be the case that periods applicable to analogous national claims actually preclude enforcement of rights under European Union legislation.[22] In the context of the principle of effectiveness of EU law, it must be concluded that the national (Spanish) limitation period is not reasonable and that it may be considered as hindering the exercise of rights afforded by EU legislation. Upon reading the CJEU judgment, it can be surmised that the legal provisions discussed on the statute of limitations, in the opinion of the CJEU, should not have the status of overriding mandatory rules. In this regard, the decision does not seem accurate. When the Court discusses such an important matter as the protection afforded to injured parties, the Court's position is not clearly given. The conclusion making the resolution whether the stature of limitations rule is an overriding mandatory provision dependent on specific circumstances of a given case is incompatible with the indications of the CJEU cited, according to which the Portuguese court is supposed to consider the status of the national provision as overriding

17 A. Wróbel, *Autonomia proceduralna państw członkowskich. Zasada efektywności i zasada efektywnej ochrony sądowej w prawie Unii Europejskiej*, RPEiS 2005, vol. 67, issue 1, p. 37.

18 S. Weatherill, *Law and Integration in the European Union*, Oxford 1995, p. 59; B. de Witte, *Direct Effect, Supremacy, and the Nature of the Legal Order* [in:] P. Craig, G. De Búrca, *The Evolution of EU Law*, Oxford 1999, p. 192.

19 T. Tridimas, *General principles of EC law*, Oxford 1999, p. 276.

20 Judgment of the CJ of 10.07.1997, C-261/95, Rosalba Palmisani *v.* Istituto Nazionale della Previdenza Sociale (INPS), ECR 1997, No. 7, I-4025.

21 T. Tridimas, *General Principles...*, p. 277, 279.

22 Judgment of the CJ of 14.12.1995, C-312/93, Peterbroeck, Van Campenhout & Cie SCS *v.* Belgian State, LEX no. 116387.

mandatory rule "based on specific analysis of the wording of the provision, its general scheme, purposes and context in which the provision was adopted."[23]

The decision commented upon here contradicts the principle of effectiveness of European law. The limitation period of the Spanish *Código Civil* for claims arising from non-contractual liability is one of the shortest in Europe, with only one year "from the time when the injured party became aware" of the damaging event. With such a short limitation period, assertion of claims by a party injured in a traffic accident does not meet the criterion of affording effective judicial protection. At the same time, the principle of effectiveness, based on the provision of Art. 10 TEC, is seen in the case-law of the CJEU as one of the pillars of the EU legal order.[24] In support of this principle, functional arguments are predominantly deployed, and the requirement of ensuring the effectiveness of European Union law follows from the fact that this is a legal system separate from national and international law.[25] Nina Półtorak defines the effectiveness of EU law as the achievement of the purposes of that law, with emphasis placed on the element of appropriate compliance with obligations under the provisions of the European Union legal system by all entities obliged to its application.[26] On the other hand, according to Takis Tridimas and Ch. Boch, the principle of effectiveness requires that the provisions of national law are constructed so as to ensure the effective protection of subjective rights under EU law.[27]

Effective and functional interpretation, in combination with the principle of the direct effect of EU law in relation to national law, permits a very broad understanding of that law. The application and interpretation of EU law appears to be a process in which an interpreter is to determine the consequences of a developing and evolving system of legal norms, taking into account the purpose of the Treaty, the achievement of a useful result and the list of aspirations following from secondary legislation.

Conclusions

I do not agree that the provision on mandatory rules in Art. 16 of the Rome II Regulation is to be interpreted narrowly. It is very bad situation for injured parties that national courts may rely on Art. 16 of the Rome II Regulation ("overriding mandatory provisions") to apply their own national law that has a longer limitation period, but must meet the strict requirements set out by the ECJ in this respect. Thomas Kadner Graziano suggests, the most far-reaching reform of Private International Law would be

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[23] See paragraph 31 of the judgment cited.

[24] S. Biernat, *Zasada efektywności prawa wspólnotowego w orzecznictwie Europejskiego Trybunału Sprawiedliwości* [in:] *Studia z prawa Unii Europejskiej*, ed. *idem*, Kraków 2000, p. 28.

[25] D. Miąsik, *Zasada efektywności prawa wspólnotowego* [in:] *Stosowanie prawa Unii Europejskiej przez sądy*, ed. A. Wróbel, Kraków 2005, p. 311 *et seq.*

[26] N. Półtorak, *Odpowiedzialność odszkodowawcza państwa w prawie Wspólnot Europejskich*, Kraków 2002, p. 42.

[27] T. Tridimas, *General Principles...*, p. 276.

to submit cross-border road traffic accidents in the Rome II Regulation to the law of the country of the victim's habitual residence at the time of the accident. This would imply that injured parties not only benefit from jurisdiction at their home courts but also the general application of their own law, even beyond the question of limitation periods.[28] I fully agree with this proposal.

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[28] T. Kadner Graziano, *Short limitation periods in cross-border liability cases. No solution yet (de lege lata) but five options for action (de lege ferenda). Reflections following the ECJ judgment in the case da Silva Martins v. Dekra Claims of 31 January 2019*, "Yearbook of Private International Law" 2020/2021, vol. 22, p. 433.

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Summary

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Overriding Mandatory Provisions in Insurance Law and the Conflict-of-laws Rules in the Motor Insurance Directive 2009/103/EC

This commentary concerns the judgement of 31.01.2019 in the case of Agostinho da Silva Martins (C-149/18), in which the CJEU ruled on the relation of the provisions contained in the Motor Insurance Directive 2009/103/EC of 16.09.2009 to EU conflict-of-laws rules contained in the Rome II Regulation on the law applicable to non-contractual obligations.

Keywords: overriding mandatory provisions; motor insurance directives; law applicable to non-contractual obligations; private international law.

Streszczenie

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Przepisy wymuszające swoje zastosowanie w prawie ubezpieczeń i normy kolizyjne w dyrektywie ubezpieczeniowej 2009/103/WE

Glosa dotyczy wyroku z 31.01.2019 r. w sprawie Agostinho da Silva Martins (C-149/18), w której TSUE wypowiedział się na temat relacji przepisów zawartych w dyrektywie o ubezpieczeniach komunikacyjnych 2009/103/WE z 16.09.2009 r. do unijnych norm kolizyjnych zawartych w rozporządzeniu Rzym II w sprawie prawa właściwego dla zobowiązań pozaumownych.

Słowa kluczowe: przepisy wymuszające swoje zastosowanie; dyrektywa o ubezpieczeniach komunikacyjnych; prawo właściwe dla zobowiązań pozaumownych; prawo prywatne międzynarodowe.