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**Summary of the doctoral dissertation entitled:**

*"Reverse mortgage agreement in Polish law"*

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The subject of this doctoral dissertation is the institution of reverse mortgage. Until the Reverse Mortgage Act of 23 October 2014 entered into force, the reverse mortgage was an unknown institution in Polish law, although the need to regulate it had been signalled for a long time. The motivation for introducing this institution into the Polish legal system could be found in the need to provide additional financial instruments allowing for the improvement of the financial situation of its addressees, who are assumed to be elderly people. From an economic point of view, the premise for its introduction was the desire to provide an additional source of remuneration, complementing the existing system of pensions. The implementation of the above-mentioned goals is to be served precisely by the reverse mortgage institution. It enables the achievement of a certain amount of cash by "liquidating" the borrower's rights to certain components of their property.

The choice of the dissertation topic was dictated by the need to conduct a comprehensive analysis of the new legal institution in the private law system. It is also not without significance that this institution is an important instrument not only in legal but also in social sense. The need for an in-depth analysis of the reverse mortgage agreement is desirable due to the new solutions included in the Reverse Mortgage Act, previously unknown in loan relationships, such as the lack of the borrower's obligation to repay the reverse mortgage or limiting the enforcement of the bank's receivables only to the subject of the collateral.

The research objective of the dissertation is to analyse the accuracy and completeness of the legal solutions, which the legislator provided for in the provisions of the Reverse Mortgage Act, concerning the conclusion, performance and settlement of a reverse mortgage agreement. Considering that the agreement in question is a relatively new solution, it was necessary to characterize its civil law characteristics.

The conducted analysis was also aimed at showing whether the provisions of the act on the reverse mortgage agreement meet the legislator's assumptions in the form of proper

protection of the legal and property interests of borrowers. The linguistic and dogmatic method was used for the most part of this study.

The dissertation is divided into six chapters. In the first chapter, the reverse mortgage agreement is characterized as a banking activity, at the same time attempting to define its civil law features. Bearing in mind that the reverse mortgage agreement is the first loan contract whose *essentialia negotii* do not include the borrower's obligation to repay the loan, it was important to try to resolve its mutual or non-mutual nature. In this respect, the combination of the reverse mortgage agreement with the loan agreement and the bank loan agreement turned out to be valuable, taking into account the jurisprudence and the views of the doctrine on the issue of the mutual nature of these agreements.

Already at the pre-contractual stage, the procedure for concluding a reverse mortgage agreement provides specific obligations of the bank as a lender. Their discussion was included in the second chapter. It contains an analysis of the bank's obligations related to the preparation and delivery of the information form to the potential borrower, with particular emphasis on the information required by the legislator, which should be included in it. This chapter also contains an analysis of the sanctions, which the legislator provided for, related to improper performance by the bank of its disclosure obligations at the pre-contractual stage and breach of obligations related to the preparation of a reverse mortgage agreement.

The third chapter of the work is devoted primarily to the parties, content and form of the reverse mortgage agreement. When characterizing the structural elements of the subject agreement, they were divided into obligatory and optional elements. The consequences of the bank's breach of obligations regarding the content of the agreement are described in detail. Due to the fact that the same consequences were provided for in relation to the bank's obligations valid at the pre-contractual stage, they were discussed jointly under one subchapter.

The fourth chapter is devoted to issues related to the termination of the reverse mortgage agreement. This chapter describes the individual cases of contract termination and their impact on the legal situation of the parties. An in-depth analysis of the subject of exercising the right-shaping powers leading to the termination of the reverse mortgage agreement was also carried out, in which there are multiple persons on the borrower's side.

The fifth chapter of the dissertation contains an analysis of the methods of settling a reverse mortgage. This chapter deals primarily with the two main ways of paying off the full amount payable and pursuing a bank's claim for the transfer of real estate or a right securing the bank's claim.

The last, sixth chapter contains an analysis of the legal situation of the bank's debtors for whom there is a basis for applying the institution of extended liability for debt. This chapter discusses individual cases of extended liability of the borrower and their heirs to the debt and the legal situation of the debtor and the bank in the event of the fulfilment of the conditions for extended liability of debtors.