DOI: 10.31648/sp.9385

Judyta Dworas-Kulik
The John Paul II Catholic University of Lublin
ORCID: 0000-0002-1990-5497
dworaskulik@gmail.com

The legal regulations applicable to the marine insurance contract in force in the first years of the Polish People's Republic

Introduction

Marine insurance, which was first developed in Italy came originally in the 16th century to to Hamburg with the Dutch who fled after the fall of Antwerp. However, only in 1765 the first Assecuranzgesellschaft auf Aktien was founded in Hamburg. The conquest of Hamburg by the French meant that the business of insurance companies suffered severe blows damaged in favour of England, where in the 17th century, a shipping information centre and an insurance exchange were set up in Lloyd's Coffee House. The operation of individual insurers associated at Lloyd's of Londonled to the signing of the first insurance contracts and the payment of compensations thereunder. It is worth adding, after 1815, the Hamburg insurance market managed to recover. However, due to the lack of its own courts adjudicating maritime accidents, Germany agreed to have cases decided by special British courts. It was only after the famous shipwreck of the Deutschland in 1875 and the protests of the German population that the investigation of maritime accident of 1877, on the basis of which several maritime chambers were established, was passed[1]. In view of the above, the article will attempt to show whether the Polish maritime law regulations were based on the post-German regulations in this respect

[1] J. Dworas-Kulik, *Obligations of the policyholder and liability of the insurer in the marine insurance contract in Poland between 1920 and 1961*, „Studia Maritima" 2023, Vol. 36, pp. 93–95; eadem, *Funkcjonowanie izb morskich w pierwszych latach Polski Ludowej*, „Miscellanea Historico-Iuridica" 2023, Vol. 22, No. 2, p. 324; M. Adamowicz, *Ubezpieczenia morskie*, [in:] D. Pyć, I. Zużewicz-Wiewiórowska (eds.), *Leksykon prawa morskiego. 100 podstawowych pojęć*, Warsaw 2013, p. 557. Cf. G. Fischer, *Ein Lloyds-Zirkular betreffend die Feststellung des Versicherungswertes in der Seeversicherung Tübingen*, „Weltwirtschaftliches Archiv" 1918, Vol. 13, pp. 236–238; W. Adamczak, *Idea rozłożenia ryzyka jako myśl kształtująca filozofię prawa morskiego*, „Gdańskie Studia Prawnicze" 2007, Vol. 20, pp. 57–65.

or whether they were completely different. It will also attempt to indicate the direction of changes in maritime law regulations in this respect.

This publication, based on a historical – legal method, will describe the regulations relating to the maritime insurance contract and explain the legislative processes leading to the application of the inter-war legal regulations in the first years of the People's Republic of Poland. The above will allow an answer to the question of why the post-German maritime insurance regulations from the period between the turn of the 19th and 20th centuries were in force until the beginning of the 1960s, modified and supplemented to a little extent, and also to explain what was the essence and meaning of the marine insurance contract and indicate what was the subject and object of the of the maritime insurance contract. In this article, the formal-dogmatic method was used in order to analyse the legal norms in force relating to the issues in question, as well as the comparative legal method in order to illustrate the possible similarities and differences of the regulations in question on the basis of the Polish Maritime Code and the evolution of the regulations in question between 1920 and 1961.

Legal regulation of marine insurance contract in force in the first years of the Polish People's Republic

As sanctioned by the Treaty of Versailles of 1919[2], the Republic of Poland gained access to the sea. The lack of domestic normative acts that could replace the post-partition codes resulted in the adoption of the principle of continuity of law[3]. On the basis of the Act of 1 August 1919 on the Administration of the Former Prussian District[4] the provisions of the German maritime law, were adopted for the legislation of the Polish Republic and though formally in force in the western territories of Poland were applied commonly. An insurance

[2] The Treaty of Peace Between the Allied and Associated Powers and German, Signed at Versailles, June 28th, 1919 (LJ of 1920, No. 35, item 200).

[3] On 14 December 1918, the first meeting of the Maritime Law Commission of the Warsaw Legal Society took place. The work of the Commission, led by Jan Jakub Litauer, lasted until 12 June 1919, interrupted on account of Poland's political situation and the risk of her losing independence. Work on the unification of the Maritime and River Code resumed in 1932. See: J. Dworas-Kulik, *Rzeczowe zabezpieczenie wierzytelności morskich w międzywojennej Polsce*, „Roczniki Nauk Prawnych" 2018, Vol. 28, No. 3, p. 35; eadem, *Przywilej morski w Polsce w okresie międzywojennym na tle porównawczym*, „Biuletyn Stowarzyszenia Absolwentów i Przyjaciół Wydziału Prawa KUL" 2018, Vol. 13, No. 2, p. 66; J. Młynarczyk, *Ze studiów nad historią polskiego prawa morskiego*, „Zeszyty Naukowe Wyższej Szkoły Administracji i Biznesu" 2012, Vol. 19, No. 3, pp. 15–17. Cf. E. Montalbetti, *Ubezpieczenia morskie*, Warsaw 1948, p. 3.

[4] Dziennik Praw Państwa Polskiego No. 64, item 385. For more see: S. Matysik, *Podręcznik prawa morskiego*, Warsaw 1963, pp. 29–30; A. Majewski, *Prawo morskie*, Gdynia–Tczew 1930, pp. 4–5; J. Młynarczyk, *Ze studiów nad historią*..., pp. 16–17; K. Kruczalak, *Morskie prawo handlowe. Zagadnienia wybrane*, Gdańsk–Szczecin 1992, pp. 18–19. See also: Z. Toczyski (ed.), *Polskie przepisy morskie*, Warsaw 1933.

contract, it was governed by the regulations applicable at the place of its conclusion, which also was reflected in the provisions of the inter-district law[5]. The marine insurance was codified in Chapter X *Insurance against shipping accidents*, systematized in Book IV of the German Commercial Code of 1897 (Handelsgesetzbuch, hereinafter: HGB) titled *Maritime Trade*[6]. The HGB provisions, along with the changes effected by the amendment of 30 May 1908 did not address the entire scope of marine insurance; for that reason, the General Terms of Maritime Insurance of 1867 or (alternatively) the Bremen Terms of Maritime Insurance of 1875 were in force until 1919, superseded from 1919 by the German General Terms of Maritime Insurance (Allgemeine Deutsche Seeversicherungsbedingungen) became effective. The latter were agreed with shipowners' associations, German marine insurance companies, forwarding agents and shipbrokers, as well as chambers of commerce[7].

The codification work on the adoption of the Maritime and River Code (dubbed the Sułkowski Code after its author), which was to be the second part

[5] See: Articles 9, 11–12 of the Act of 2 August 1926 on the law applicable to internal private relations (LJ of 1926, No. 101, item 580). The provisions in the territory of the former Russian and Austrian Partition, with regard to marine insurance, had no practical significance. No direct access to the sea and coastline made the said provisions defunct. Cf. J. Dworas-Kulik, *Rzeczowe zabezpieczenie wierzytelności*..., pp. 35–36.

[6] HGB § 778–900, translated into Polish and published by T. Zborowski as *Niemiecki kodeks handlowy z dnia 10 maja 1897, z uwzględnieniem ustaw uzupełniających*, Poznań 1912, pp. 210–46; *Zbiór ustaw ziem zachodnich*, Vol. 18: *Handlowe i prywatne prawo morskie obowiązujące w Polsce oraz przepisy o polskich statkach handlowych*, Poznań 1925, pp. 79–115. Cf. A. Majewski, op. cit., p. 202; W. Sowiński *Prawo handlowe morskie w zarysie*, Lviv 1935, pp. 168–169. See also: L. Litwiński, *Handel morski w praktyce: zwięzły podręcznik opatrzony morskim słownikiem handlowym polsko-angielsko-francusko-niemieckim w oprac. członków Sekcji Studium Morskiego przy Kole Studentów Polaków w Antwerpji*, Tczew 1928, pp. 32–36; W. Górski, *Zagadnienia prawne ubezpieczeń morskich*, „Technika i Gospodarka Morska" 1961, Vol. 11, No. 2, p. 42; K. Kruczalak, op. cit., pp. 4–5; M. Huget, *Ubezpieczenia przewozów morskich*, Gdynia 1960, p. 27; J. Łopuski, *Encyklopedia podręczna prawa morskiego*, Gdańsk 1982, p. 109.

[7] See: J. Dworas-Kulik, *Obligations of the policyholder*..., p. 96; M., Pappenheim, *Das Recht der Seeversicherung. Ein Kommentar zu den Allgemeinrn Deutschen Seeversicherungs – Bedingungen*, „Weltwirtschaftliches Archiv" 1923, Vol. 19, pp. 146–148; H. Ohling, *Erläuterungen zu den Allgemeinen Deutschen Seeversicherungs-Bedingungen (ADS)*, [in:] idem, *Export – Import – Spedition*, Wiesbaden 1979, pp. 141–189; idem, *Erläuterungen zu den AllgemeinenDeutschen Seeversicherungs-Bedingungen (ADS)*, [in:] *Handbuch Export – Import – Spedition*, Wiesbaden 1986, pp. 253–302. It is worth adding that the post-German law on the investigation of maritime accidents of 27 July 1877, on the basis of which several maritime chambers were established, including on our coast, did not find practical application in the inter-war period. The above was due to the failure to establish a German counterpart to investigate maritime accidents. See: State Archive in Gdańsk, Fonds „Seeamt Danzig" [Maritime Chamber in Gdańsk], reference 281/1 and 4–5. Cf. *Ruling of the Maritime Chamber of the Grodzki Court in Gdynia*, „Morze. Organ Ligi Morskiej i Kolonialnej" 1932, Vol. 9, No. 7–8, pp. 16–17; J. Dworas-Kulik, *Funkcjonowanie izb morskich*..., pp. 323–325. See also: E. Z-Cz., *Organizacja Urzędów Marynarki Handlowej i Portów*, „Morze. Organ Ligi Morskiej i Kolonialnej" 1926, Vol. 3, No. 11, p. 3; J.I. Parczewski, *Historia rozwoju sądownictwa w Gdyni i na polskim wybrzeżu*, „Głos Sądownictwa" 1936, Vol. 8, No. 11, pp. 826–833; W. Kiedrowski, *Sądownictwo handlowe*, „Głos Sądownictwa" 1936, Vol. 8, No. 11, pp. 882–885; W. Speichert, *Izby Morskie*, „Głos Sądownictwa" 1936, Vol. 8, No. 11, pp. 851–856.

of the Commercial Code, did not encompass issues related to marine insurance, as it was planned to regulate them in the codification of private insurance law, legislated as the third part of the Commercial Code[8]. The work aimed at completing and drafting insurance law was interrupted by the outbreak of World War II[9]. Consequently, the HGB provisions were neither modified nor repealed in the whole inter-war period as the codification of the first part of the commercial law did not cover issues pertaining to sea transport and insurance, and the existing regulations in this regard were upheld. In the years 1939–1945 the region of Pomerania was annexed to the German Reich, but marine insurance regulations in this area were not repealed, because in virtue of Hitler's decree of 1939 they were not considered as contrary to German law. Also, the legal Polish authorities in exile did not regulate marine insurance, leaving it intact[10]. The legal regulations of Book IV of the German Commercial Code relating to marine insurance were also in force in the first years of the Polish People's Republic until the Polish Maritime Code was promulgated

[8] Cf. State Archive in Bydgoszcz, Fonds „Das Deutsche Wasserrecht im Allgemeinen" [German water law in general], reference 1/9247. See also: Article 3 in connection with Article 21(1) of the Order of the President of the Republic of Poland of 27.10.1933 – Implementing Provisions for the Commercial Code (LJ of 1933, No. 82, item 601). Similar regulations were included in Article 6 in connection with Article 24(1) of the Order of the President of the Republic of Poland of 27.06.1934 – Provisions Implementing the Commercial Code (LJ of 1934, No. 57, item 503). For more details, see: Codification Commission, *Report of the President of the Codification Commission, 1 June 1932 – 31 March 1934*, [in:] *Komisja Kodyfikacyjna Rzeczypospolitej Polskiej. Dział ogólny*, Vol. 1,bk. 16, Warsaw 1934, pp. 7–8; Codification Commission, *Report of the President of the Codification Commission, 1 June 1934 – 31 March 1937*, [in:] *Komisja Kodyfikacyjna Rzeczypospolitej Polskiej. Dział ogólny*, Vol. 1, bk. 17, Warsaw 1937, pp. 20–23. It is worth adding that on 1 December 1934, the Polish Maritime Law Association was established, whose aims included joint work on a Polish maritime code. See: L. Mirza-Kryczyński, *Polskie Stowarzyszenie Prawa Morskiego*, „Głos Sądownictwa" 1936, Vol. 8, No. 11, pp. 892–898. Cf. J. Dworas-Kulik, *Obligations of the policyholder…*, p. 97.

[9] K. Zaorski, *Udział Bronisława Hełczyńskiego w pracach Komisji Kodyfikacyjnej Rzeczypospolitej Polskiej*, „Miscellanea Historico-Iuridica" 2018, Vol. 17, No. 1, pp. 325–333; J. Dworas-Kulik, *Przywilej morski…*, pp. 69–70; eadem, *Obligations of the policyholder…*, p. 97; K. Kruczalak op. cit., p. 6–7; J. Sułkowski, *Prace nad kodeksem morskim i rzecznym w okresie międzywojennym*, „Technika i Gospodarka Morska" 1962, Vol. 12, No. 2, pp. 53–54; J. Młynarczyk, *Ze studiów nad historią…*, pp. 18–19.

[10] During the German occupation, the maritime chambers stopped to perform their functions. All matters related to investigations and the issuing of rulings on maritime accidents were in practice taken over by the Consulate General of the Republic of Poland in London. It is also worth mentioning that during the occupation, the port of Gdynia fell within the jurisdiction of the Maritime Chamber in Gdańsk. As of 1 January 1940, the appeals court for the decisions of this chamber was the Reich Higher Maritime Chamber in Hamburg (German: Reichsoberseeamt Hamburg). For more see: J. Dworas-Kulik, *Obligations of the policyholder…*, pp. 98–99; eadem, *Funkcjonowanie izb morskich*..., p. 325; E. Jabłoński, *Izby morskie: zadania – organizacja – postępowanie*, Gdańsk 1975, pp. 32–35. See also: J. Młynarczyk, *Polskie ustawodawstwo morskie w latach 1939–1945*, [in:] A. Smoczyńska (red.), *Polskie prawo prywatne w dobie przemian. Księga jubileuszowa dedykowana Profesorowi Jerzemu Młynarczykowi*, Gdańsk 2005, pp. 179–187. It should be emphasized that the subject of maritime law in force between 1939 and 1961 was not addressed more thoroughly in jurisprudence on maritime law.

in 1961[11]. The restoration of the legal situation of pre-war Poland and the unification of maritime law were sanctioned by Article 3 of the Decree of 30 March 1945 on the Creation of the Voivodeship of Gdańsk[12] and Article 4 of the Decree of 13 November 1945 on the Administration of the Regained Territories[13].

The need for a Polish maritime law was felt acutely in the first years after the war. The first drafts of maritime commercial law by Józef Górski and Jerzy Falenciak were prepared between 1946 and 1949[14]. The drafts were discussed among lawyers, but did not receive the legislative go-ahead. Further work on the draft was undertaken in 1950. The first draft was prepared by Michał Szuldenfrei, Director of the Office of Legislative Work of the Office of the Council of Ministers. However, it was not until the seventh redaction in 1960 that legislative work on the Maritime Code was completed[15]. Despite the

---

[11] See: Archive of New Files, Fonds „Ministry of Justice in Warsaw", reference 285/9818, Article 374–389 of the draft' Polish Maritime Code. Cf. Title VI of the Polish Maritime Code of 1961 concerns marine insurance. Division I contains provisions governing maritime insurance contracts (Articles 256–276) and Division II contains regulations relating to the execution of marine insurance contracts (Articles 277–301). See: the Act of 1.12.1961 – Maritime Code (LJ of 1961, No. 58, item 318), hereinafter: m.c. Pursuant to Article 2(1–2) of the Act of 1.12.1961 – Provisions Implementing the Commercial Code (LJ of 1961, No. 58, item 319) the following ceased to be effective: the provisions of Book IV of the Commercial Code of 10 May 1897 (Reichsgesetzblatt, p. 219), provisions of § 93–104 of this Code and Articles 6–7 of the act implementing the Commercial Code (Reichsgesetzblatt, p. 437). Moreover, the following became ineffective: § 1259–1272 of the 1896 Civil Code, the Act of 17 May 1874 on shipwrecked persons (Reichsgesetzblatt, p. 75) and the Act of 5 February 1906 on sea routes (Reichsgesetzblatt, p. 120). The next article repealed some of the provisions enacted by the Polish inter-war legislator. For more on this, see: S. Matysik, op. cit., pp. 300–317; J. Łopuski, *Prawo morskie dla oficerów marynarki handlowej i rybołówstwa*, Gdynia 1965, pp. 340–353; W. Popiela, *Ubezpieczenia i wypadki morskie*, Szczecin 1980, pp. 15–237.

[12] LJ of 1945, No. 11, item 57. The communist authorities repealed the legislation of the former Free City of Gdańsk and the former German Reich, thus restoring in Gdańsk Voivodeship the regulations from before 1 September 1939.

[13] LJ of 1945, No. 1, item 295. The provisions of the decree extended to the Regained Territories the regulations that were in force in the jurisdiction of the Voivodeship Court in Poznań. See: J. Młynarczyk, *Ze studiów nad historią*..., p. 21; S. Matysik, op. cit., p. 35.

[14] Together with the establishment of the first Polish shipping company in the early 1950s, contributed to the need to modernise maritime insurance regulations and to better protect the interests of shipowners and insurance companies. For more see: J.K. Sawicki, *Odrodzenie żeglugi morskiej w Polsce 1945–1947*, Gdańsk 1988; B. Polkowski, *Stan i praca polskiej floty handlowej*, „Morski Przegląd Gospodarczy" 1948, Vol. 3, No. 9, pp. 8–10. See also: J. Drzemczewski, *Chipolbrok 1951–2011*, Gdynia 2011; idem, *Polskie Linie Oceaniczne 1951–2012. Zarys działalności*, Gdynia 2012.

[15] The German legislation, although created in the 19th century through appropriate modifications and additions, including through the provisions of the German General Terms of Maritime Insurance, could be applied on Polish territories continuously from 1920 to 1961. It is also worth mentioning that the first shipping companies with State Treasury capital of the 2nd Republic of Poland that serviced Polish trade and maritime transport were based outside Poland. The reason for this was the lack of its own sea port. The construction of the port in Gdynia was not completed until 1929, so until then Poland had been using the port of Gdańsk and its infrastructure. The above contributed to the widespread use of German maritime insurance

perceived clear need for changes in maritime legislation, which resulted primarily from the expansion of the Polish fleet in the post – war reality and the navigation of the sea in dangerous post – war conditions (conducive to the increase in the risk the vessel enters on a mine) and the different social, political and economic system of socialist Poland, the inter-war regulations remained in force until the early 1960s[16].

The essence of the marine insurance contract

Marine insurance was interpreted as an agreement made between a policyholder (the insuring party) and an insurer[17], whereby the latter, in exchange for a specified insurance (assurance) premium undertook to cover a direct or indirect material loss[18] incurred by the policyholder resulting from a ship-

regulations. During the Second Republic of Poland, maritime legislation only applied to the maritime administration, with the aim of strengthening relations with Pomerania. See: J. Dworas-Kulik, *Budowa portu w Gdyni jako gwarancja niezależności odrodzonej Polski*, [in:] A. Łukasiewicz-Turecka, K. Słowiński (eds.), *Logos i ethos w polityce. Księga jubileuszowa profesora Stanisława Wójcika*, Lublin 2020, pp. 145–154; idem, *Funkcjonowanie izb morskich…*, pp. 324–325.

[16] See: Archive of New Files, Fonds „Ministry of Justice in Warsaw", reference 285/7053.The technology progress in ship construction and engineering and also rapid promotions in the merchant marines have fostered an increased number of maritime accidents. Consequently, because of the lack of own maritime traditions and legislation, the post – German legal mechanisms were reproduced. See: J. Dworas-Kulik, *Funkcjonowanie izb morskich…*, p. 328; T. Bierowski, *Konieczność natychmiastowego uruchomienia izb morskich w portach polskich*, „Morski Przegląd Gospodarczy" 1946, Vol. 1, No. 2, p. 6; J.K. Sawicki, *Powstanie władz morskich w Rzeczypospolitej Polskiej (styczeń – lipiec 1945)*, „Nautologia" 1983, No. 3, pp. 3–21. Cf. S. Darski, *Znaczenie i podstawowe założenia kodeksu morskiego*, „Technika i Gospodarka Morska" 1962, Vol. 12, No. 2, pp. 33–34; A. Walczuk, *Przebieg prac nad kodeksem morskim*, „Technika i Gospodarka Morska" 1962, Vol. 12, No. 2, pp. 35–36.

[17] For more about rights and obligations of the insurer and of the policyholder in German legislation and the Polish Maritime Code see: J. Dworas-Kulik, *Obligations of the policyholder…*, pp. 99–102.

[18] The extent of damage was regulated in HGB § 854–881, and the terms of compensation payment were specified in § 881–893 thereof. See: W. Sowiński, op. cit., pp. 192–202. The activity of Polish insurance companies and insurance brokers (sea agents and shipbrokers) was subject to the control of the Minister of Treasury, and the Finance Minister from 1952 (see: Article 91 of the Order of the President of the Republic of Poland of 26.01.1928 on insurance control (LJ of 1928, No. 9, item 64); Article 91 of the Decree of 3.01.1947 on the regulation of property and personal insurance (LJ of 1947, No. 5, item 23); Article 13 (3) of the Act of 28.031952 on State Insurance (LJ of 1952, No. 20, item 130), and Article 36 in connection with Article 35(2) of the Act of 2.12.1958 on Property and Personal Insurance (LJ of 1958, No. 72, item 357). From „The introduction to the ministerial meeting on ship breakdowns and The assessment of breakdowns in the commercial and fishing fleet", it appeared that the Ministry of Shipping demanded increased cooperation with the insurance institutions „Warta" and „PZU" in order to use their prevention fund for the purchase of modern radio navigation and shipping safety equipment and instructional actions, as well as propaganda in terms of raising awareness of the importance of the fight against breakdowns and the measures that should be used in this fight. Efforts were also made to improve the professional qualifications of the crews. See: Archive of New Files, Fonds „Ministry of Shipping, Department

ping accident, as far as it was possible to assess it in monetary value[19]. The essential elements of marine insurance were: a marine risk, the material interest of the insurance, and assurance premium[20]. A marine insurance contract was void if the insured loss had already occurred or it had been impossible to occur, which both parties knew before the conclusion thereof[21]. If, however, only one of the parties was aware of the contract's invalidity, the contractual provisions were not binding on the other (uninformed) party of there being a reason rendering the contract null and void. The policyholder who withheld from the insurer the information of there having been a loss – despite referring to the absence of a valid contract of marine insurance – was obliged to pay the full premium if requested by the insurer (HGB § 785; cf. Article 261 § 1–2 m.c.)[22].

The document certifying the conclusion of a marine insurance agreement and providing the content and terms of this agreement was a marine insurance policy (cf. Article 258 § 1 m.c.)[23]. Typically, it identified the parties and recorded their signatures, indicating the duration of the insurance contract

---

Legal and Administrative – the Maritime Administrative Department", reference 51/26. Cf. G. Fischer, *Deutsche Seeversicherungs – Gesellschaft von 1914*, „Weltwirtschaftliches Archiv" 1916, Vol. 7, p. 31; W. Kasperski, *System ubezpieczeń gospodarczych w międzywojennej Polsce*, Lublin 2019, pp. 146–151; W. Bednaruk, *Odpowiedzialność dyscyplinarna pośredników ubezpieczeniowych w okresie dwudziestolecia międzywojennego w Polsce*, „Teka Komisji Prawniczej Oddział PAN w Lublinie" 2020, Vol. 13, No. 1, pp. 13–20; W. Górski, op. cit., p. 45; W. Sowiński, op. cit., p. 169; J. Dworas-Kulik, *Obligations of the policyholder*..., p. 99.

[19] K. Petyniak-Sanecki, *Ubezpieczenie morskie*, „Morze. Organ Ligi Morskiej i Rzecznej" 1926, Vol. 3, No. 12, p. 12; M. Huget, op. cit., pp. 179–180. Cf. F. Schencking, *Die Elemente privater Versicherung*, [in:] *Entwicklungsmöglichkeiten privater Krankenversicherung. Zur Rekonstruktion des Versicherungsbegriffes*, Deutscher Universitätsverlag, Wiesbaden 1999, pp. 34–45. Similar regulations were contained the provision of Article 256 §1 m.c.

[20] Failure to pay the insurance premium within the agreed time entitled the insurer to withdraw from the contract see: § 250 in *Niemiecki kodeks cywilny wraz z ustawą wprowadzającą*, part 1, trans. H. Damm and K. Gerschel, Bydgoszcz 1922, pp. 56–57. It should also be noted that the marine insurance contract was voluntary, so the policyholder could withdraw from it before the state of sea risk covered by the insurance contract set in. Cf. Article 262 m.c.

[21] Cf. Article 10(1–2) of the Act of 28.03.1952 on State Insurance (LJ of 1952, No. 20, item 130). Pursuant to HGB § 894, if an activity covered by the insurance policy was not performed in part or in whole, or if the object of insurance was not exposed to a sea peril covered by the insurance contract, the policyholder was allowed to claim a reimbursement of the insurance premium, up to the sum due to him as compensation (ristorno), unless the parties had agreed otherwise or no other custom applied in the place where the contract was made. See: A. Majewski, op. cit., pp. 205–206; W. Sowiński, op. cit., pp. 203–204.

[22] L. Litwiński, op. cit., p. 20; A. Majewski, op. cit., pp. 202–203; W. Sowiński, op. cit., p. 170. Cf. M. Adamowicz, op. cit., p. 563.

[23] A distinction would be made between an open policy (sometimes identified with a general policy), which did not specify an agreed value of the insured object, and a valuation policy with a value of insurance agreed by the parties (a fixed amount). In a situation where one insurance contract covered several objects, establishing separate sums for each of them, it was assumed that these objects were insured separately (HGB § 793–794). See: A. Majewski, op. cit., p. 207; K. Petyniak-Sanecki, op. cit., pp. 12–13. Cf. M. Huget, op. cit., pp. 234–245.

(HGB § 830–831)[24], the place and date of its conclusion, the planned sea route of the vessel, the ports of loading, unloading, as well as intermediate ports (cf. HGB § 833), the name of the ship[25], names of appraisers who are expected to settle any disputes arising under the contract, a precisely indicated object of the contract (quantity, measure or weight), the sum insured, the amount of assurance premium, and risks covered by the insurance contract (cf. Article 259 § 1 m.c.)[26]. Reducing or increasing the sum insured, or any other modifi-

[24] Covering a vessel with an insurance for the duration of a voyage meant that the respective contract was in force from the moment of lading or when the insured cargo left the shore, or if no freight was aboard when the vessel departed until further voyage was cancelled, the cargo or goods unloaded at the port of destination, or when the cargo was accepted for another voyage. The period of coverage was reduced by the time of an intentional delay caused by the insured party during disembarkation (HGB § 823–824; cf. HGB § 814). The period of delay did not include the time spent in ports of salvage, intermediate ports, and the time when the vessel was brought ashore for repairs (see: HGB § 827). Even if the shipment by sea was cancelled, the marine insurance contract was still in effect as long as the goods were carried to their destination by land or by land and river. So in a situation where the insurance coverage was continued, the insurer bore the costs of unloading, temporary storage at a depot, as well as additional costs of moving the goods by land (HGB § 828). See: W. Sowiński, op. cit., pp. 186–187.

[25] Moving insured goods aboard a vessel other than the one intended for that purpose relieved the insurer of the obligation to pay compensation for the loss incurred. On the other hand, failure to identify or designate a vessel in a maritime policy imposed on the insuring party the duty to promptly inform the insurer onto which vessel the insured goods were loaded under the pain of losing the coverage upon their lading (HGB § 823–824). See: W. Sowiński, op. cit., pp. 181–183.

[26] If no contractual provisions to the contrary were operative (see: HGB § 848–849), the following sea perils were deemed to cause damage covered by the policy, for which the insurer would pay a compensation: operation of the elements, including storm, fire, lightning, earthquake, damage from ice, explosion, running aground, collision of vessels, warfare, seizure and confiscation by official order, as well as operation of sea pirates and buccaneers, robbery, theft and the risk of bottomry lien on the insured goods with a view to continuing the voyage or selling the goods or arrest ordered by a third party through no fault of the insured, or negligent or culpable acts of a crew member resulting in damage to the insured goods. The insurance did not cover losses caused by wilful misconduct or negligence of the policyholder or third parties, especially improper stowage of the cargo inside the vessel or the crew going on strike. Moreover, the insurer was not liable for losses resulting from insufficient provisioning or manning of a vessel, putting a ship and the goods it was carrying to sea without requisite documentation or in a state of unworthiness resulting from its normal wear and tear, age, rot or infestation, and for damage resulting from defective cargo, especially internal rotting, oxidation, or typical leaking, and for damage sustained during freight or damage done by mice and rats, as long it did not arise in connection with the delay of the vessel caused by the damage that the insurer was liable for (HGB § 820–821). Over time, due to changes in the way naval warfare was conducted, maritime insurance ceased to cover various sea perils associated with war operations, the activity of authorities, piracy, strikes, sabotage, and terrorist activity, as well as theft. Cf. State Archive in Gdańsk, Fonds „Seeamt Danzig" [Maritime Chamber in Gdańsk], reference 281/7, k. 75, 29, 33; State Archive in Gdańsk, Fonds „Seeamt Danzig" [Maritime Chamber in Gdańsk], reference 281/8, k. 15 et seq. The introduction of steam engines allowing for increased ship speed promoted the possibility of more frequent collisions in maritime traffic, increased the number of maritime accidents and created the danger of explosions causing death or injury to the crew and passengers of the ship. The archival records of the Maritime Chamber in Gdansk indicate that the increase in the number of fatalities at the end of the 19th century was twice as high as in previous years and was continuously increasing. Often the cause of accidents and collisions was running aground or the improper stowage of cargo while carrying

cations in the signed policy (including changes in the cargo quantity or the name of the vessel) required a supplementary policy, which had to be signed by both an agent and the insurer. If requested by the policyholder, the insuring institution was to provide to the former a marine policy bearing the latter's signature (HGB § 784). Only the fact of having an issued policy entitled the policyholder to assert his rights and have the appropriate amount of compensation paid, which demonstrated the evidentiary value of this document. The policy could be made in a person's name, to a bearer or upon request, hence the rights arising therefrom could be transferred to the buyer of the object of insurance through an assignment of claims, endorsement (HGB § 363; cf. Article 259 § 2 m.c.), or by releasing the claimed thing[27].

Subject and object of the Marine insurance contract

The object of marine insurance could be any property interest in avoiding a sea peril resulting from marine navigation and carriage of cargo, which could be assessed as a monetary value (HGB § 778; cf. Article 257 § 1 m.c.). Marine insurance could cover, in particular, the vessel or its parts, freight (HGB § 797–798), carriage dues, bottomry money (HGB § 803), or average money spent to make good general average, anticipated profit and commission (HGB § 801–802), reassurance[28] and other claims secured against the ship, freight or receivables for the carriage of goods, such as maritime mortgage, on condition that each of those insured objects required a separate insurance contract (cf. Article 257 § 2 m.c.)[29]. Insurance could not be taken out for claims due to the ship's master or crew for the hire of their services (HGB § 779–780).

The parties to a marine insurance contract were: an insurer, who provided a cover for a thing or an interest therein against sea perils – committing himself to pay a compensation after a loss (insurance company) – and an insuring party, who made the contract on his own account (insuring his own interest) or for someone else (insuring the interest of a third party). The third party eligible for compensation by reason of having their property insured was cal-

heavy and light cargo at the same time. For more on this see: J.W. Bull, *An introduction to safety at sea*, Glasgow 1966, s. 16. See also: W. Sowiński, op. cit., p. 183; J. Łopuski, op. cit., pp. 95–96; L. Litwiński, op. cit., pp. 20–21; M. Adamowicz, op. cit., pp. 558–559.

[27] A. Majewski, op. cit., p. 204; W. Sowiński, op. cit., p. 174. Cf. J. Łopuski, op. cit., p. 74; M. Adamowicz, op. cit., pp. 562–564.

[28] Further insurance taken out by the policyholder in order to reduce the assumed risk by distributing it to other policyholders. See: M. Huget, op. cit., pp. 104–108. Cf. Article 257 § 3 m.c.

[29] The regulations concerning marine insurance were dispositive in nature, because the parties could agree on the ship's aggregate insurance covering the ship's provisions, crew wages and insurance expenses by taking out a gross freight insurance HGB § 796). See: Petyniak-Sanecki, op. cit., p. 12; A. Majewski, op. cit., pp. 206–207; W. Sowiński, op. cit., pp. 172–173. Cf. J. Dworas-Kulik, *Rzeczowe zabezpieczenie wierzytelności*..., pp. 40–45.

led the insured (see: HGB § 839; cf. Article 260 § 1 m.c.)[30]. The legislator did not require that the insured party be indicated and on whose account the contract was concluded. However, if it was not indicated on whose account the contract was made, it was deemed to have been concluded on one's own account unless it transpired that the insurance concerned the interest of a third party (cf. Article 260 § 2–3 m.c.)[31]. In such a case, the provisions concerning insurance on another party's account applied (HGB § 781). Insurance taken through an agent acting without an order or through another proxy (e.g. a shipbroker), was treated as insurance taken on one's own account (HGB § 783)[32] .

Under a marine insurance contract, the insurer undertook to cover the costs incurred by reason of an average and its consequences, including abandonment of goods, sea rescue and prevention of major losses (even if the measures undertaken were not as effective as expected) and expenses borne to restore the insured thing to its original condition[33]. In addition, the insurer

---

[30] The buyer of the insured thing assumed all rights and obligations of the insuring party resulting from the marine insurance contrach (Cf. Article 270 § 1 and 271 § 1 m.c.). The seller and buyer were jointly and severally liable for the insurance premium before the insurer (HGB § 899). Cf. M. Huget, op. cit., pp. 264–269; W. Sowiński, op. cit., pp. 204–205. See also: A. Majewski, op. cit., p. 203.

[31] Pursuant to HGB § 882 and in conjunction with HGB § 819, the insured, despite the fact that in a particular situation he was entitled to compensation from the shipmaster or another person, it could first claim compensation from the insurer. This obliged the insured person to assist the insurer in enforcing his right of recourse by securing his claim and reducing the loss by, for example, arresting the freight or having the vessel arrested (see also: HGB § 804–805). Cf. J. Łopuski, op. cit., p. 106; A. Majewski, op. cit., pp. 216–217.

[32] A. Majewski, op. cit., p. 204; W. Sowiński, op. cit., pp. 171–172; M. Huget, op. cit., pp. 180–182.

[33] The rulings of the Maritime Chambers were mainly declaratory in nature, as they did not rule on behalf of the state but on their own behalf. The chambers could not point out violations, negligence or demands to other institutions. In addition, after the Second World War, they faced organisational difficulties and a lack of qualified staff, as well as the need to interpret inter-war regulations according to socialist conditions and ideology, which reflected unequal case law. It was only the jurisprudential experience that translated into the quality of the judgements delivered by the chambers and the recognition and authority of the expert after 1956. Hence, it was not until the late 1960s that the Ministry of Shipping saw the need for cooperation between the chambers of maritime and the Polish assurance companies in implementing preventive undertakings to deal with the breakdown of merchant ships. It is noteworthy that insurance companies have used rulings of the Chambers of the Sea in assessing the amount of compensation due. Decisions of maritime chambers, despite the fact that they were not binding on common courts, were treated as an official document in terms of establishing the course of the accident and the assessment of its causes, by their nature similar to an expert opinion made by a team of qualified expert. The rulings included a determination of the causes of the maritime accident, the identification of the vessel or persons responsible for causing the accident, the identification of defects and deficiencies in the vessel's construction or operation, and an assessment of the correctness or otherwise of the vessel's behaviour after the collision and the rescue measures taken. These judgements were justified in detail. Cf. *The Maritime Chambers jurisprudence. Collision in fog*, „Technika i Gospodarka Morska" 1957, Vol. 7, No. 10, pp. 298–300; *Jurisprudence of Maritime Chambers collected*

bore the costs of discovering and establishing the extent of loss, especially of inspection, estimation, selling and preparing a distribution plan[34]. The insurer was liable for the loss only up to the sum insured (HGB § 840; cf. Article 288 § 1 m.c.). A change in the voyage by the insured person's request or consent, unless caused by an accident at sea resulting from a risk covered by marine insurance, released the insurer from compensatory liability (HGB § 813)[35].

The basic obligations of the policyholder included the payment of the insurance premium upon signing a contract or when a maritime policy was issued (HGB § 812; cf. Article 277 § 1–2 m.c.)[36]. The insuring party or the legal representative of the insuring party, when making a contract either on his own or someone else's account, was obliged to notify the insurer about all circumstances known to him that had a significant impact on the estimation of maritime peril and, as a consequence, the insurer's decision to execute a contract (see: HGB § 806–808) or modify the contractual terms before signing it[37]. The conclusion of a marine insurance contract implied the obligation of notification, which, when breached, entitled a party to withdraw from the contract. The right to withdraw from the contract with the possibility of retaining a full insurance premium was reserved for the insurer for 7 days from

---

and compiled by Z. Koszewski Judge of the County Court and Chairman of the Maritime Chamber, Gdańsk 1951. For more see: J. Dworas-Kulik, *Funkcjonowanie izb morskich*..., pp. 333–335; M. Piekarski, *O usprawnienie specjalnego orzecznictwa morskiego*, „Morski Przegląd Gospodarczy" 1948, Vol. 3, No. 9, pp. 1–4.

[34] Issues concerning a general average were addressed in HGB § 834–839. Cf. Petyniak-Sanecki, op. cit., 12; W. Sowiński, op. cit., pp. 189–192. The master of a damaged vessel was obliged to keep a log of all costs related to the average. Upon his arrival at the port of destination, he was to notify the shipowner or the consul of the country where the loss was incurred, and give an account of all loss sustained during the voyage in the maritime court of this port – under oath and in the presence of the crew. The duty to testify obtained also in the maritime court located in the port where the vessel took refuge from storm or stopped due to damage. When all paperwork was done, the damage was apportioned to all interested parties. The payment of the sum insured was made when the documentation confirming the accident during sea transit were presented to the insurer and when the time necessary for their verification had elapsed. See: K. Petyniak-Sanecki, op. cit., p. 12; M. Huget, op. cit., pp. 205–206. Cf. C.S. Lobingier, *The maritime law of Rome*, „Juridicum Law Review" 1935, Vol. 47, pp. 18–30; Z. Kamiński, *140 lat reguł Yorku-Antwerpii*, „Prawo Morskie" 2006, Vol. XXII, pp. 167–181.

[35] W. Sowiński, op. cit., p. 184. The disbursement of the total insured sum relieved the insurer of further obligations arising under the insurance contract – that is, reimbursement of rescue costs plus preservation and restoration of the insured thing to its original state. This was the case only from the moment the insured received an appropriate statement. The time limit for filing the statement was three days after the insured party became aware of the occurrence of an accident, its consequences and the circumstances giving rise to the loss. The payment of compensation was not equivalent to acquiring titles to the insured things (see: HGB § 841–842).

[36] The universality of insurance used for marine transactions consisted in the fact that the insurance premium was included in the price of imported or exported goods. It was assumed, therefore, that its amount should reflect rates used globally. See: M. Huget, op. cit., pp. 94–95, 189–192; K. Petyniak-Sanecki, op. cit., p. 13; W. Sowiński, op. cit., pp. 180–181.

[37] Cf. M. Huget, op. cit., pp. 182–188, 196–205; W. Sowiński op. cit., p. 179.

the moment when he became aware that the duty to notify was not fulfilled. The legislator ruled out the possibility of withdrawal in a situation where the insurer had knowledge of deliberately concealed or untrue information concerning a risk, or when a failure to convey material information or provision of misleading information was not culpable (HGB § 809)[38].

The value and sum of marine insurance

The sum insured depended on the insured value, that is, the full value of the vessel when the insured sea risk commenced (see: HGB § 795) or on the value of the goods at the time and place of loading on the vessel (HGB § 799)[39]. When sum was lower than the insured value, the insurer was partially responsible for the loss. The policyholder, when choosing to underinsure, had to reckon with the lack of full insurance coverage (HGB § 792; cf. Article 266 § 4 m.c.)[40]. The sum insured could not exceed the insured value, as otherwise the insurance did not produce legal effects (HGB § 786)[41]. The sum insured that the insurer undertook to pay determined the amount of the assurance premium. Entering into several insurance contracts concerning the same subject matter and sea peril with several insurers, thus leading to overlapping insurance, resulted in insurers being joined as joint and several debtors. Each

[38] See: W. Sowiński, op. cit., p. 180; M. Huget, op. cit., pp. 188–189.

[39] Cf. Article 264 § 1 m.c. The cost of loading, marine insurance, carriage and other costs arising during sea transit and at destination contributed to the value of the goods as per the contract, whereas the insurer was obliged to pay compensation only for actual losses and lost profits (cf. HGB § 800; see also: Article 264 §2 subparagraph 1 m.c.). Freight could be insured up to its gross value. The value of freight insurance was agreed upon in shipping contracts or by custom. However, unless stipulated otherwise in the contract, cargo insurance did not cover the cost of profit insurance and commission on the delivery of goods to their destination (see: HGB § 799 and § 801. Differently see: Article 264 §2 subparagraph 2–4 m.c.) – W. Sowiński, op. cit., p. 178; A. Majewski, op. cit., pp. 207–208.

[40] See: State Archive in Gdańsk, Fonds „Seeamt Danzig" [Maritime Chamber in Gdańsk], reference 281/7, k. 38, 103, 123. It is important to note that information on insurance coverage amounts and cargo values was generally unavailable. Steam vessels were insured for approximately 94% of their value. However, sailing ships were generally only partially insured. Wooden sailing ships and sailing ships with metal plating were insured for about 60% of their value, while sailing ships with steel hulls were insured for 80% of their value. There were also cases where ships were not insured, although marine insurance was compulsory. For example, in 1895 of the 155 ships involved in an accident only 118 sailing ships were fully or partially insured.

[41] A policyholder who was in good faith when concluding an insurance contract, could claim a reimbursement of the insurance premium or keep it until he received a ristorno. Similar rights were available when insurance was taken on someone else's account if the insured also remained in good faith when giving the instruction (HGB § 895). See: A. Majewski, op. cit., p. 203; L. Litwiński, op. cit., p. 22; W. Sowiński, op. cit., pp. 176–178. See also: Article 266 § 2–3 m.c. indicated that the sum insured should not exceed the value of the insurance, as the excess did not have legal effect. The contract was valid up to the insurance value.

of them was liable up to the amount of the sum insured, but the policyholder had no right to claim more than the amount of the loss[42]. The right of recourse against other debtors was available only by virtue of the reciprocity principle. The policyholder's intentional conduct intended to derive an unlawful financial benefit from insurance invalidated contracts concluded with the intention to exceed the insurance value of the object, because the policyholder was under the obligation to inform the other insurers that a specific object had been insured against the same sea risk with a different insurance institution (HGB § 789). An insurer who was not aware that a contract had been concluded invalidly could demand to be paid the whole assurance premium. In contrast, a policyholder who signed a marine insurance contract without knowing that this act gave rise to double insurance had the right to claim from each insurer a reduction in the sum insured, together with a reduction in the insurance premium, up to the amount equal to the share of a particular insurer in the joint and several liability of the insurance institutions. The reduction in the sum insured and the insurance premium operated *ex tunc*. However, if the first insurer was affected by a loss-generating marine peril prior to the conclusion of an insurance contract with the second insurer, a reduction in the sum insured and insurance premium against the first insurer as requested by the policyholder had an *ex nunc* effect, but the policyholder was to exercise his right immediately after becoming aware of the double insurance (HGB § 787–788)[43].

Conclusion

The institution of marine insurance was considered one of the most important institutions of maritime law. Marine insurance was treated as a financial instrument ensuring monetary compensation for damages resulting from perils inherent in sea navigation[44]. It followed from the definition of a marine insurance contract that the insurer was assuming the property risk of a possible future event which could cause damage to the property interest of the policyholder. The main types of marine insurance covered ships (casco) and cargo. Under an insurance contract, the insured party could register a claim with the insurer for a compensation for a loss that directly followed from a sea peril covered by the insurance contract. The expenses incurred were reimbursed for the actual loss and lost profits to the extent that the sum assured was in relation to the value insured, that is, based on the rule of pro-

[42] Cf. Article 267 m.c. See: M. Huget, op. cit., pp. 245–252.

[43] K. Petyniak-Sanecki, op. cit., p. 13; A. Majewski, op. cit., p. 205; W. Sowiński, op. cit., p. 177. Cf. M. Huget, op. cit., pp. 192–193.

[44] Cf. M. Adamowicz, op. cit., p. 556; J. Kopyra, G. Krawiec, *Umowa ubezpieczenia morskiego – zagadnienia wprowadzające*, „Gospodarka Materiałowa i Logistyka" 2004, Vol. 11, pp. 24–26.

portionality and within the limits of the sum assured. The insurer was obliged to pay compensation also if the insured loss was to be repaired by a third party. Upon the payment of compensation, the insurer acquired all rights vested in the policyholder against third parties on account of causing damage for which compensation had been paid, and could assert those rights by subrogation. On the other hand, the policyholder was obliged to provide to the insurer all documents and perform any operations that were crucial for the reduction of losses and for effective assertion of subrogation rights by the insurance institution.

The development of shipping in the post-war era, including the growth of the fleet and advances in technology in shipbuilding and construction, as well as sailing along the seaways in dangerous post-war conditions (the presence of sea mines favouring an increase in risk) contributed to the ever-increasing number of maritime accidents. However, both in the inter-war period and in the first years of the People's Republic of Poland, the legislator did not make use of the sailing experience of foreign countries and of its own mariners, thus failing to adapt legal regulations to the changing sailing conditions. The lack of maritime traditions and its own maritime legislation contributed to the replication, with minor modifications, of the post-German solutions in force in Poland since the partitions. Thus, despite the perceived clear need for changes in maritime legislation, which was primarily due to the expansion of the Polish fleet and the different social, political and economic system of socialist Poland, the post-German regulations remained in force until the early 1960s. It is worth adding that these regulations were interpreted according to the actual conditions under which the new Polish merchant navy was developing at the time, which resulted in additional difficulties in interpreting the inter-war regulations according to socialist conditions and ideology. It was only the experience acquired during maritime accident investigations that translated into the creation of new procedure standards, safety procedures, improvement of professional qualifications of crews and, consequently, modification of document templates and standards used by Polish insurance companies. It should be noted that it was not until the late 1960s that the practice of cooperation between maritime chambers and insurance companies emerged. From the publication's cited archive records show that the high costs associated with the payment of compensation influenced the creation of prevention funds to prevent the occurrence of maritime accidents and the need to compensate for damage to shipping.

Finally, it is also worth mentioning that, the German legislation, although created in the 19th century through appropriate modifications and additions, including through the provisions of the German General Terms of Maritime Insurance, could be applied on Polish territories continuously from 1920 to 1961. The Polish Maritime Code was largely similar to those of the HGB. Undoubte-

dly, it shows a continuation of doctrine and solutions in the field of marine insurance. However, it is worth noting on the basis of the provisions of the Polish Maritime Code cited in this article, that the 1961 Maritime Code was clearer and more readable as it had been systematized. It also did not require extra-code additions like the HGB. The Polish regulations were more detailed and modern and, thus, adapted to the changed economic, political and economic circumstances. It also took account of the development of maritime transport and maritime technology in terms of shipbuilding, increased speed, power, etc.

References

Adamczak W., *Idea rozłożenia ryzyka jako myśl kształtująca filozofię prawa morskiego*, „Gdańskie Studia Prawnicze" 2007, Vol. 20.

Adamowicz M., *Ubezpieczenia morskie*, [in:] D. Pyć, I. Zużewicz-Wiewiórowska (eds.), *Leksykon prawa morskiego. 100 podstawowych pojęć*, C.H. Beck, Warsaw 2013.

Bednaruk W., *Odpowiedzialność dyscyplinarna pośredników ubezpieczeniowych w okresie dwudziestolecia międzywojennego w Polsce*, „Teka Komisji Prawniczej Oddział PAN w Lublinie" 2020, Vol. 13, No. 1.

Bierowski T., *Konieczność natychmiastowego uruchomienia izb morskich w portach polskich*, „Morski Przegląd Gospodarczy" 1946, Vol. 1, No. 2.

Bull J.W., *An introduction to safety at sea*, Brown, Son & Ferguson, Glasgow 1966.

Codification Commission, *Report of the President of the Codification Commission, 1 June 1932 – 31 March 1934*, [in:] *Komisja Kodyfikacyjna Rzeczypospolitej Polskiej. Dział ogólny*, Vol. 1, bk. 16, Wyd. Urzędowe Komisji Kodyfikacyjnej, Warsaw 1934.

Codification Commission, *Report of the President of the Codification Commission, 1 June 1934 – 31 March 1937*, [in:] *Komisja Kodyfikacyjna Rzeczypospolitej Polskiej. Dział ogólny*, Vol. 1, bk. 17, Wyd. Urzędowe Komisji Kodyfikacyjnej, Warsaw 1937.

Darski S., *Znaczenie i podstawowe założenia kodeksu morskiego*, „Technika i Gospodarka Morska" 1962, Vol. 12, No. 2.

Drzemczewski J., *Chipolbrok 1951–2011*, Porta Mare – Pomorska Oficyna Wydawniczo-Reklamowa, Gdynia 2011.

Drzemczewski J., *Polskie Linie Oceaniczne 1951–2012. Zarys działalności*, Porta Mare – Pomorska Oficyna Wydawniczo-Reklamowa, Gdynia 2012.

Dworas-Kulik J., *Budowa portu w Gdyni jako gwarancja niezależności odrodzonej Polski*, [in:] A. Łukasiewicz-Turecka, K. Słowiński (eds.), *Logos i ethos w polityce. Księga jubileuszowa profesora Stanisława Wójcika*, Wyd. KUL, Lublin 2020.

Dworas-Kulik J., *Funkcjonowanie izb morskich w pierwszych latach Polski Ludowej*, „Miscellanea Historico-Iuridica" 2023, Vol. 22, No. 2.

Dworas-Kulik J., *Obligations of the policyholder and liability of the insurer in the marine insurance contract in Poland between 1920 and 1961*, „Studia Maritima" 2023, Vol. 36.

Dworas-Kulik J., *Przywilej morski w Polsce w okresie międzywojennym na tle porównawczym*, „Biuletyn Stowarzyszenia Absolwentów i Przyjaciół Wydziału Prawa KUL" 2018, Vol. 13, No. 2.

Dworas-Kulik J., *Rzeczowe zabezpieczenie wierzytelności morskich w międzywojennej Polsce*, „Roczniki Nauk Prawnych" 2018, Vol. 28, No. 3.

Fischer G., *Deutsche Seeversicherungs – Gesellschaft von 1914*, „Weltwirtschaftliches Archiv" 1916, Vol. 7.
Fischer G., *Ein Lloyds-Zirkular betreffend die Feststellung des Versicherungswertes in der Seeversicherung Tübingen*, „Weltwirtschaftliches Archiv" 1918, Vol. 13.
Górski W., *Zagadnienia prawne ubezpieczeń morskich*, „Technika i Gospodarka Morska" 1961, Vol. 11, No. 2.
Huget M., *Ubezpieczenia przewozów morskich*, Wyd. Morskie, Gdynia 1960.
Kasperski W., *System ubezpieczeń gospodarczych w międzywojennej Polsce*, SAWP KUL, Lublin 2019.
Kiedrowski W., *Sądownictwo handlowe*, „Głos Sądownictwa" 1936, Vol. 8, No. 11.
Kopyra J., Krawiec G., *Umowa ubezpieczenia morskiego – zagadnienia wprowadzające*, „Gospodarka Materiałowa i Logistyka" 2004, Vol. 11.
Kruczalak K., *Morskie prawo handlowe. Zagadnienia wybrane*, Wyd. Instytutu Morskiego, Gdańsk–Szczecin 1992.
Litwiński L., *Handel morski w praktyce: zwięzły podręcznik opatrzony morskim słownikiem handlowym polsko-angielsko-francusko-niemieckim w oprac. członków Sekcji Studium Morskiego przy Kole Studentów Polaków w Antwerpji*, nakł. Instytutu Wydawniczego Szkoły Morskiej, Tczew 1928.
Łopuski J., *Encyklopedia podręczna prawa morskiego*, Wyd. Morskie, Gdańsk 1982.
Łopuski J., *Prawo morskie dla oficerów marynarki handlowej i rybołówstwa*, Wyd. Morskie, Gdynia 1965.
Majewski A., *Prawo morskie*, Instytut Wydawniczy Szkoły Morskiej, Gdynia–Tczew 1930.
Matysik S., *Podręcznik prawa morskiego*, PWN, Warsaw 1963.
Mirza-Kryczyński L., *Polskie Stowarzyszenie Prawa Morskiego*, „Głos Sądownictwa" 1936, Vol. 8, No. 11.
Młynarczyk J., *Ze studiów nad historią polskiego prawa morskiego*, „Zeszyty Naukowe Wyższej Szkoły Administracji i Biznesu" 2012, Vol. 19, No. 3.
Montalbetti E., *Ubezpieczenia morskie*, nakł. PZUW, Warsaw 1948.
Ohling H., *Erläuterungen zu den Allgemeinen Deutschen Seeversicherungs-Bedingungen (ADS)*, [in:] idem, *Export – Import – Spedition*, Gabler Verlag, Wiesbaden.
Ohling J., *Erläuterungen zu den AllgemeinenDeutschen Seeversicherungs-Bedingungen (ADS)*, [in:] idem, *Handbuch Export – Import – Spedition*, Gabler Verlag, Wiesbaden 1986.
Pappenheim M., *Das Recht der Seeversicherung. Ein Kommentar zu den Allgemeinrn Deutschen Seeversicherungs – Bedingungen*, „Weltwirtschaftliches Archiv" 1923, Vol. 19.
Parczewski J.I., *Historia rozwoju sądownictwa w Gdyni i na polskim wybrzeżu*, „Głos Sądownictwa" 1936, Vol. 8, No. 11.
Petyniak-Sanecki K., *Ubezpieczenie morskie*, „Morze. Organ Ligi Morskiej i Rzecznej" 1926, Vol. 3, Vol. 12.
Piekarski M., *O usprawnienie specjalnego orzecznictwa morskiego*, „Morski Przegląd Gospodarczy" 1948, Vol. 3, No. 9.
Polkowski B., *Stan i praca polskiej floty handlowej*, „Morski Przegląd Gospodarczy" 1948, Vol. 3, No. 9.
Popiela W., *Ubezpieczenia i wypadki morskie*, WSM, Szczecin 1980.
Sawicki J.K., *Odrodzenie żeglugi morskiej w Polsce 1945–1947*, Wyd. Morskie, Gdańsk 1988.
Sawicki J.K., *Powstanie władz morskich w Rzeczypospolitej Polskiej (styczeń – lipiec 1945)*, „Nautologia" 1983, No. 3.

Schencking F., *Entwicklungsmöglichkeiten privater Krankenversicherung. Zur Rekonstruktion des Versicherungsbegriffes*, Deutscher Universitätsverlag, Wiesbaden 1999.
Sowiński W., *Prawo handlowe morskie w zarysie*, Książnica Atlas, Lviv 1935.
Speichert W., *Izby Morskie*, „Głos Sądownictwa" 1936, Vol. 8, No. 11.
Sułkowski J., *Prace nad kodeksem morskim i rzecznym w okresie międzywojennym*, „Technika i Gospodarka Morska" 1962, Vol. 1, No. 2.
Toczyski Z. (ed.), *Polskie przepisy morskie*, Księgarnia F. Hoesicka, Warsaw 1933.
Walczuk A., *Przebieg prac nad kodeksem morskim*, „Technika i Gospodarka Morska" 1962, Vol. 12, No. 2.
Zaorski K., *Udział Bronisława Hełczyńskiego w pracach Komisji Kodyfikacyjnej Rzeczypospolitej Polskiej*, „Miscellanea Historico-Iuridica" 2018, Vol. 17, No. 1.
Z-Cz. E., *Organizacja Urzędów Marynarki Handlowej i Portów*, „Morze. Organ Ligi Morskiej i Kolonialnej" 1926, Vol. 3, No. 11.

Summary

Legal regulations applicable to a marine insurance contract in force in the first years of the Polish People's Republic

Keywords: maritime law, marine insurance policy, maritime shipping, property insurance, maritime risk, compensation for a loss.

The marine insurance increased the security of sea transactions and served to secure credit transactions. They were instrumental in the development of maritime business operations. For the above reasons, this article sets out to provide a historical-legal of maritime law regulations governing the institution of marine insurance contracts, operative in Poland from 1920 until maritime law was unified in 1961. In the available literature, there are many studies on maritime law after 1962. The earlier period has not been discussed more in detail, but only mentioned, which is the reason for undertaking the presented topic. Therefore, it will attempt to explain the essence and meaning of the marine insurance contract and indicate what was the subject and object of the contract in maritime legislation of the People's Republic of Poland.

A detailed analysis of the maritime insurance regulations indicated that the Polish regulations were more transparent, explicit and detailed, and thus did not require additions out of code, as was the case with the post-German legislation. Nevertheless, they continued the solutions adopted earlier and systematized them in a legal act. Therefore, for the Polish regulation of marine insurance, mainly the German solutions from the turn of the 19th and 20th centuries were relevant, and were the source of contemporary Polish formal and legal regulations in this area.

Streszczenie

Prawne regulacje dotyczące umowy ubezpieczenia morskiego obowiązujące w pierwszych latach Polski Ludowej

Słowa kluczowe: prawo morskie, polisa morska, żegluga morska, ubezpieczenia majątkowe, ryzyko morskie, kompensacja szkody.

Ubezpieczenia morskie zwiększały pewność obrotu morskiego i służyły do zabezpieczenia transakcji kredytowych. Stanowiły ważny czynnik rozwoju działalności gospodarczej na morzu. Uwzględniając powyższe, niniejszy artykuł ma na celu poddanie analizie historyczno-prawnej przepisów prawa morskiego odnoszących się do instytucji umowy ubezpieczenia morskiego, które obowiązywały w Polsce od 1920 r. do unifikacji prawa morskiego z 1961 r. W dostępnej literaturze przedmiotu znajduje się wiele opracowań dotyczących prawa morskiego po 1962 r. Wcześniejszy okres nie został szerzej zanalizowany, a jedynie wspomniany, co uzasadnia podjęcie niniejszego tematu. Artykuł będzie zatem stanowił próbę wyjaśnienia, jaka była istota i znaczenie umowy ubezpieczenia morskiego, oraz wskaże, co było przedmiotem i podmiotem tej umowy w morskim ustawodawstwie Polski Ludowej.

Szczegółowa analiza przepisów dotyczących ubezpieczeń morskich wykazała, że polskie regulacje były bardziej przejrzyste, czytelne i szczegółowe, przez co nie wymagały uzupełnień pozakodeksowych, jak miało to miejsce w przypadku ustawodawstwa poniemieckiego. Niemniej jednak kontynuowały przyjęte wcześniej rozwiązania, systematyzując je w jednym akcie prawnym. Zatem dla polskich regulacji dotyczących ubezpieczeń morskich istotne znaczenie miały przede wszystkim rozwiązania niemieckie z przełomu XIX i XX w., które stanowiły źródło współczesnych polskich formalno-prawnych uregulowań w rzeczonym zakresie.