

Helpfind Funding and Others—Assignment of Residual Motor-insurance Claims and the Limits of the ‘Injured Party’ (and, Perhaps, Factual Jurisprudence Too)

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Op-Ed: “*Helpfind Funding and Others*—Assignment of Residual Motor-insurance Claims and the Limits of the ‘Injured Party’ (and, Perhaps, Factual Jurisprudence Too)”

James Marson and Katy Ferris

Introduction

The Court of Justice’s ruling in *Helpfind Funding SARL and Others v Allianz Polska and Others* (C-277/25) provides a significant clarification of the architecture of [Directive 2009/103/EC](#) on motor vehicle insurance. The case concerns a procedural and commercial question: whether EU motor-insurance law protects, or restricts, the assignment of residual accident-damage claims to professional claims purchasers. The Court’s answer is deliberately restrained, holding that Directive 2009/103 (the Motor Vehicle Insurance Directive) does not preclude national law from allowing such assignments, nor from allowing the assignee to sue the insurer in its own name. However, such a professional assignee is not an ‘injured party’ for the purposes of the Directive.

Facts

The reference arose from five Polish proceedings before the District Court, Gdynia. Each concerned material damage caused to a motor vehicle in a road traffic accident. The persons who suffered that damage had already received compensation from the relevant civil-liability motor insurer before assigning what they believed to be the remaining part of their claims to professional entities whose business involved the purchasing of, and recovering from, such claims. The assigned claim was, in substance, the difference between the alleged full value of the material damage and the amount already paid by the insurer. The assignees then sued the insurers directly. The insurers resisted both on quantum and on standing, contending that the compensation already paid was complete and that the assignment contracts were invalid under national law because of disproportionality between the remuneration paid to the assignors and the amount subsequently claimed by the assignees.

The Referring Court’s Questions

The referring court’s difficulty involved the factual asymmetry in the transactions. It noted that the assignors did not necessarily know the additional amounts that might later be claimed, because the assignment contracts did not specify them. In some instances, the amounts claimed by the professional assignees significantly exceeded the sums paid to the original victims under the assignment contracts. However, the referring court also stated that, under Polish law as interpreted in settled national case law, claims for material damage arising from road traffic accidents were not personal in nature and were therefore capable of assignment. Consequently, it asked whether Articles 3, 18 and 28 of Directive 2009/103, read with Article 1(2), precluded that national legal position.

The Court of Justice Ruling

The Court examined the three referred questions together. The core issue was whether EU motor-insurance law prevents a person who has suffered material damage, received partial compensation, and believes the payment inadequate from assigning the residual claim to a third party for payment, so that the third party may sue the insurer in its own name and on its own behalf. The Court’s answer was negative. Article 1(2) and Articles 3, 18 and 28 of Directive

2009/103 do not preclude national legislation permitting such assignment and subsequent proceedings by the assignee.

The reasoning rests on three propositions. First, Directive 2009/103 contains no rule governing the assignment of motor-insurance claims to third parties, nor any rule governing the standing of assignees before national courts. Secondly, the Directive's harmonising function is limited. It requires Member States to ensure that civil liability in respect of the use of vehicles normally based in their territory is covered by insurance, and it secures minimum protective guarantees for victims. But, as the Court reiterated by reference to its jurisprudence, the obligation to insure is distinct from the extent of civil compensation, which remains essentially governed by national law. Member States therefore retain competence to determine, subject to the Directive's mandatory minimums and protected categories, the damage to be compensated, the quantum of compensation, and the persons entitled to compensation under national civil-liability law.

Thirdly, the Court drew an important conceptual distinction between the original accident victim and the assignee. The Directive at Article 1(2) defines an 'injured party' as any person entitled to compensation for loss or injury caused by vehicles. The Court accepted that the Directive's protection is not necessarily limited to persons physically or directly involved in the accident. However, the decisive point was the source of the right asserted. The professional assignees did not derive their claims from Polish civil-liability law as persons entitled to compensation for damage caused by vehicles. They derived them solely from assignment contracts concluded with persons who had suffered material damage. On that basis, they could not be treated as 'injured parties' under Article 1(2).

Of course, on the facts of the present case and indeed more generally, 'injured parties' in motor vehicle insurance law lends itself to possible and perhaps even an obvious protective temptation. It would have been plausible for the Court to treat the Directive's victim-protection objective as a basis for policing the validity of assignment contracts, or for treating assignees as standing in the shoes of victims for the purposes of Article 18. It did neither. The Court began with the textual point that Directive 2009/103 contains no provision governing assignment of motor-insurance claims to third parties, nor any provision governing the standing of assignees before national courts.

The Court then restated the familiar distinction between the obligation to insure and the substantive law of compensation. Directive 2009/103 requires Member States to ensure that civil liability in respect of the use of vehicles normally based in their territory is covered by insurance, and it specifies certain types of damage and categories of victim that must be covered. But the extent of compensation, the civil-liability rules applicable to road accidents, the damage that must be compensated, and the persons entitled to compensation remain, in principle, matters for national law.

This is not to say that the Court abandons the Directive's protective purpose. On the contrary, it expressly recognises that EU motor-insurance legislation has consistently pursued and reinforced the protection of victims of vehicle accidents. But *Helpfind* shows that the victim-protection principle is not an all-purpose solvent. It does not dissolve the distinction between a victim's compensatory entitlement and a commercial assignee's contractual acquisition of that entitlement. Nor does it convert every downstream transaction connected with a motor accident into a matter governed by the Directive.

The Court's reasoning is narrow, but not formalistic in a pejorative sense. Rather it is conceptually disciplined. The Court does not say that an assigned claim ceases to be a motor-accident claim for all purposes. Nor does it say that assignees can never sue insurers. It says only that a professional assignee is not itself an 'injured party' within the Directive because its right is contractual and derivative, not compensatory and primary. That distinction then controls Article 18. The direct right of action against the insurer is guaranteed to the injured

party; it does not, as a matter of EU law, extend to professional assignees. Article 28, likewise, concerns provisions more favourable to injured parties and does not regulate assignees of compensation claims.

That conclusion also determined the Article 18 issue. Article 18 requires Member States to ensure that an injured party has a direct right of action against the insurer of the person responsible in civil liability. The Court held that this EU-law direct action does not apply to claims brought by professional assignees because they are not themselves injured parties. Equally, Article 28, which allows Member States to maintain or introduce provisions more favourable to injured parties, does not concern assignees of compensation claims.

The practical result is two-sided. On the one hand, insurers cannot rely on Directive 2009/103 to argue that assignments of residual motor-insurance claims are incompatible with EU law. The Court's operative answer is that the Directive does not preclude national legislation that allows such assignment and permits the assignee to sue the insurer in its own name and on its own behalf. On the other hand, claims purchasers cannot rely on the Directive itself to obtain the status of injured parties or to claim an autonomous EU-law direct action under Article 18. Their position depends on national law.

The Effects and Implications of the Ruling: A Nuanced Retreat from Factual Jurisprudence?

The practical effect of this ruling is subtle but important. The judgment confirms that EU motor-insurance law does not invalidate national rules allowing such claims to be traded and enforced by assignees. Insurers cannot rely on Directive 2009/103 itself to argue that such transactions are impermissible. At the same time, assignees cannot cloak themselves in the Directive's victim-protection language. Their standing, the validity of the assignment, and any controls over disproportionate bargain terms remain matters for national law, subject of course to other applicable EU rules such as consumer protection law where relevant.

Arguably, the most interesting aspect of the case is what does not happen. *Helpfind* is an example of the Court's restraint and refusal to be drawn into matters of national law, as had been increasingly witnessed in motor vehicle insurance law and which led to [Advocate General Bobek's comments in *Van Ameyde España*](#) (C-923/19) on the Court's increasing ventures into 'factual jurisprudence'. That refusal is important when set against the Court's earlier motor-insurance jurisprudence on 'use of a vehicle'. In that line of authority, beginning prominently with *Vnuk* (C-162/13) and developing through cases including *Andrade* (C-514/16), *Juliana* (C-80/17), *BTA Baltic* (C-648/17), *Línea Directa* (C-100/18), and later cases, the Court has often given broad guidance on whether particular factual configurations fall within the Directive's compulsory insurance regime. [Existing commentary](#) observes that this case law has extended the 'use of vehicles' concept into increasingly specific factual terrain: tractors manoeuvring in farmyards, immobilised vehicles later used without authorisation, vehicles functioning as agricultural machinery, parked cars, car doors, leaked oil, and spontaneous vehicle fires.

The difficulty with that line, as the factual jurisprudence critique identifies, is not simply that the Court interpreted the Directive broadly. A broad interpretation may be justified where it protects accident victims and secures uniform application of EU law. The deeper concern is institutional: at what level of abstraction should the Court operate under Article 267 TFEU? Advocate General Bobek's critique was that the concept of 'use of vehicles' concerns the general obligation to take out civil-liability insurance, not the allocation of liability in a particular accident. He warned that the Court's role is to interpret EU law, whereas applying that law to individual factual matrices is principally for national courts.

Helpfind may be read as a response, though not an express one, to that concern. The Court does not descend into an assessment of whether the particular assignment contracts were fair, whether the consideration was adequate, whether the assignors were sufficiently informed, whether the assignees' business model was socially useful, or whether insurers were exploiting under-settlement. Those are precisely the kinds of factual and private-law determinations that the referring court must address under national law. The Court instead identifies the EU-law premise: the Directive does not govern assignment; assignees are not injured parties; Article 18 does not apply to them; Article 28 does not assist them. The rest is left to national law.

In that sense, *Helpfind* is almost the inverse of the problematic 'use of vehicle' cases. In those cases, small factual differences sometimes became decisive to the EU-law outcome. Existing commentary notes the difficulty of distinguishing, for example, a tractor used as a means of transport from one used as a herbicide sprayer, and questions whether that level of factual distinction should be determined at EU level rather than by national courts. In *Helpfind*, by contrast, the Court resists transforming the factual features of the assignment market into EU-law criteria. It does not create a test based on the degree of disparity between assignment price and claim value. It does not ask whether the assignee is a professional, except insofar as that fact describes the commercial context. It does not make the assignor's knowledge or lack of knowledge part of Article 1(2). The Court keeps the Directive at a higher level of abstraction. This restraint has implications for legal certainty. A more expansive judgment might have led to a difficult and fact-sensitive EU-law inquiry: when does an assignment undermine victim protection? How much disparity between price and claim value is permissible? Must the victim know the precise quantum of the residual claim? Does the answer differ between consumers and businesses, or between personal injury and material damage? *Helpfind* avoids those questions. That does not remove them from legal practice; it relocates them to national private law, where doctrines of validity, unfairness, informed consent, abuse, unconscionability, professional regulation, and procedural standing may be better suited to the task.

Conclusion

Helpfind preserves national autonomy in a commercially sensitive field. Member States remain free, subject to other applicable EU law, to decide whether residual material-damage claims may be assigned, whether such assignments are invalid for disproportionality, whether consumer-protection rules apply to the assignment transaction, and whether assignees have procedural standing. *Helpfind* does not answer those questions. Indeed, its importance lies precisely in refusing to answer them through Directive 2009/103.

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