

### Questions referred

1. Having regard to the autonomous concept of a 'state of insolvency', are Articles 1(1) and 2(1) of Directive 2008/94 <sup>(1)</sup> to be interpreted as precluding national legislation transposing the directive — Article 15(1) and (2) of *Legea nr. 200/2006 privind constituirea și utilizarea Fondului de garantare pentru plata creanțelor salariale* (Law No 200/2006 on the establishment and use of the Guarantee Fund for the Payment of Salary Claims), in conjunction with Article 7 of the *Normele metodologice de aplicare a Legii nr. 200/2006* (Methodological rules for the application of Law No 200/2006) — as interpreted by the *Înalta Curte de Casație și Justiție, Completul pentru dezlegarea unor chestiuni de drept* (High Court of Cassation and Justice, Section for the resolution of questions of law), in Decision No 16/2018, according to which the period of three months for which the Guarantee Fund may take over and pay the salary debts of an insolvent employer refers exclusively to the date on which the insolvency proceedings are opened?
2. Are [the second paragraph of] Article 3 and Article 4(2) of Directive 2008/94 to be interpreted as precluding Article 15 (1) and (2) of Law No 200/2006 on the establishment and use of the Guarantee Fund for the Payment of Salary Claims, as interpreted by the *Înalta Curte de Casație și Justiție, Completul pentru dezlegarea unor chestiuni de drept*, in Decision No 16/2018, according to which the maximum period of three months for which the Guarantee Fund may take over and pay the salary debts of an insolvent employer falls within the reference period spanning the three months immediately preceding the opening of the insolvency proceedings and the three months immediately after the opening of the insolvency proceedings?
3. Is it consistent with the social objective of Directive 2008/94 and with Article 12(a) of the directive for a national administrative practice to rely on a decision of the *Curtea de Conturi* (Court of Auditors) and, in the absence of any specific national rules requiring restitution by the employee, to recover from the employee sums allegedly paid in respect of periods not covered by the legislation or which were claimed after expiry of the limitation period?
4. In the interpretation of the concept of 'abuse' in Article 12(a) of Directive 2008/94, does the act of recovering from the employee, with the stated aim of complying with the general limitation period, salary entitlements paid by the Fund through the intermediary of the liquidator constitute a sufficient, objective justification?
5. Are an interpretation and a national administrative practice whereby salary debts which an employee is required to repay are treated like tax debts, bearing interest and late-payment penalties, consistent with the provisions and objective of the directive?

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<sup>(1)</sup> Directive 2008/94/EC of the European Parliament and of the Council of 22 October 2008 on the protection of employees in the event of the insolvency of their employer (OJ 2008 L 283, p. 36).

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### **Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 9 September 2021 — UniCredit Bank Austria AG v Verein für Konsumenteninformation**

**(Case C-555/21)**

(2021/C 513/28)

*Language of the case: German*

### **Referring court**

Oberster Gerichtshof

### **Parties to the main proceedings**

*Appellant in the appeal on a point of law:* UniCredit Bank Austria AG

*Respondent in the appeal on a point of law:* Verein für Konsumenteninformation

**Question referred**

Is Article 25(1) of Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 <sup>(1)</sup> to be interpreted as precluding national legislation that provides for the sum of interest to be paid by the borrower and the costs that are dependent on the duration of the agreement to be proportionally reduced in the event that the borrower exercises the right to repay the amount of credit, either fully or partially, prior to the expiry of the agreed term, with no corresponding rule for costs that are not dependent on the duration of the agreement?

<sup>(1)</sup> OJ 2014 L 60, p. 34.

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**Request for a preliminary ruling from the Sofiyski gradski sad (Bulgaria) lodged on 20 September 2021 — LM and NO v HUK-COBURG-Allgemeine Versicherung AG**

**(Case C-577/21)**

(2021/C 513/29)

*Language of the case: Bulgarian*

**Referring court**

Sofiyski gradski sad

**Parties to the main proceedings**

*Applicants:* LM and NO

*Defendant:* HUK-COBURG-Allgemeine Versicherung AG

**Questions referred**

1. Is it contrary to Article 1(1) of Directive 84/5/EEC for the notion of ‘personal injuries’ to be interpreted as meaning that such injury exists in the case of psychological pain and suffering caused to a child by the death of a parent as a result of a road traffic accident only where that pain and suffering has resulted in pathological damage to the child’s health?
2. Does the principle that a national court is to interpret national law in conformity with EU law apply where the national court applies not its own national law but that of another Member State of the European Union?

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**Request for a preliminary ruling from the Finanzgericht Nürnberg (Germany) lodged on 28 September 2021 — A v Finanzamt M**

**(Case C-596/21)**

(2021/C 513/30)

*Language of the case: German*

**Referring court**

Finanzgericht Nürnberg

**Parties to the main proceedings**

*Applicant:* A

*Defendant:* Finanzamt M

**Questions referred <sup>(1)</sup>**

1. Can the second purchaser of a good be refused the right of deduction in respect of the purchase because he or she should have known that the original seller had evaded value added tax (VAT) in the first sale, even though the first purchaser had known that the original seller had evaded VAT in the first sale?