

2. If the answer to the first question is in the affirmative, are Article 1(2) and (3) and Articles 3 and 4 of Framework Decision 2002/584/JHA compatible with Articles 7 and 24(3) of the Charter of Fundamental Rights of the European Union, also considering the case-law of the European Court of Human Rights in relation to Article 8 of the [Convention for the Protection of Human Rights and Fundamental Freedoms] and the constitutional traditions common to the Member States, in so far as they require the surrender of the mother, thus severing ties with minor children living with her without considering the best interest of the child?

(¹) Council Framework Decision of 13 June 2002 on the European arrest warrant and the surrender procedures between Member States (OJ 2002 L 190, p. 1).

Request for a preliminary ruling from the Supremo Tribunal de Justiça (Portugal) lodged on 20 April 2022 — Occidental — Companhia Portuguesa de Seguros de Vida, S.A. v LP

(Case C-263/22)

(2022/C 276/07)

Language of the case: Portuguese

Referring court

Supremo Tribunal de Justiça

Parties to the main proceedings

Applicant: Occidental — Companhia Portuguesa de Seguros de Vida, S.A.

Defendant: LP

Questions referred

1. Must Article 5 of Directive 93/13/EEC, (¹) which provides that the '*terms offered to the consumer ... must always be drafted in plain, intelligible language*', in the light of the twentieth recital of that directive, be interpreted as meaning that consumers must always have an opportunity to become acquainted with all the terms?
2. Must Article 4(2) of Directive 93/13/EEC, according to which terms relating to the main subject matter of the contract are subject to assessment unless '*these terms are in plain intelligible language*', be interpreted as meaning that it requires consumers always to have an opportunity to become acquainted with those terms?
3. In the context of national legislation which allows the courts to review the unfairness of terms that have not been individually negotiated relating to the definition of the main subject matter of the contract: (i) in relation to a contributory group insurance contract, does Article 3(1) of Directive 93/13/EEC, in conjunction with point (i) in the indicative list referred to in Article 3(3), preclude the insurer from relying against the insured on a term excluding or limiting the insured risk, where that term has not been notified to the insured and with which, as a result, the insured has not had an opportunity to become acquainted; (ii) does the foregoing apply even where, at the same time, if the duties to notify and provide information about the terms have not been discharged, under the national legislation the policy holder is liable to pay compensation for damage caused to the insured where that compensation does not, however, restore the insured to the position in which he or she would have been had the insurance cover been effective?

(¹) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Request for a preliminary ruling from the Sozialgericht Nürnberg (Germany) lodged on 26 April 2022 — CK v Familienkasse Bayern Nord

(Case C-284/22)

(2022/C 276/08)

Language of the case: German

Referring court

Sozialgericht Nürnberg