

Questions referred

1. Is Article 4(1) of Council Directive 87/344/EC of 22 June 1987 on the coordination of laws, regulations and administrative provisions relating to legal expenses insurance ⁽¹⁾ to be interpreted to the effect that it precludes a clause, contained in the standard terms and conditions of insurance of a legal expenses insurer, which entitles the insurer, in respect of insurance claims concerning losses suffered by a large number of insured persons as a result of the same event (for example the insolvency of an investment services undertaking), to select a legal representative and which thereby restricts the right of the individual insured person to choose his own lawyer (so-called 'mass torts clause')?

2. If the first question is answered in the negative:

What are the requirements for the existence of a 'mass tort' which, in accordance with (or as a complement to) Directive 87/344/EEC, confers on the insurer instead of the insured person the right to select the legal representative?

⁽¹⁾ OJ 1987 L 185, p. 77.

Reference for a preliminary ruling from the Raad van State (Netherlands) lodged on 16 May 2008 — The Sporting Exchange Ltd, trading under the name 'Betfair'; other parties: Minister for Justice, Stichting de Nationale Sporttotalisator and Scientific Games Racing

(Case C-203/08)

(2008/C 197/17)

Language of the case: Dutch

Referring court

Raad van State

Parties to the main proceedings

Appellant: The Sporting Exchange Ltd, trading under the name 'Betfair'

Other parties: Minister for Justice, Stichting de Nationale Sporttotalisator and Scientific Games Racing

Questions referred

1. Should Article 49 EC be interpreted as meaning that, where a closed licensing system is applied in a Member State to the provision of services relating to games of chance, the application of that article precludes the competent authority of that Member State from prohibiting a service provider to whom a

licence has already been granted in another Member State to provide those services via the internet from also offering those services via the internet in the first Member State?

2. Is the interpretation which the Court of Justice has given to Article 49 EC, and in particular to the principle of equality and the duty of transparency arising therefrom, in a number of individual cases concerning concessions applicable to the procedure for the granting of a licence to offer services relating to games of chance under a statutorily established single-licence system?

3. (a). Under a statutorily established single-licence system, can the extension of the licence of the existing licence-holder, without potential applicants being given an opportunity to compete for that licence, be a suitable and proportionate means of meeting the imperative requirements in the general interest which the Court of Justice has recognised as justifying restriction of the freedom to provide services in respect of games of chance? If so, under what conditions?

(b). Does it make a difference to the answer to Question 3(a) whether Question 2 is answered in the affirmative or the negative?

Reference for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 19 May 2008 — Peter Rehder v Air Baltic Corporation

(Case C-204/08)

(2008/C 197/18)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Peter Rehder

Defendant: Air Baltic Corporation

Questions referred

1. Is the second indent of Article 5(1)(b) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters ⁽¹⁾ to be interpreted as meaning that in the case of journeys by air from one Member State to another the single place of performance for all contractual obligations must be taken to be the place of the main provision of services, determined according to economic criteria?