

**Request for a preliminary ruling from the Kúria (Hungary) lodged on 3 November 2017 — Gyula Kiss v CIB Bank Zrt., Emil Kiss, Gyuláné Kiss**

**(Case C-621/17)**

(2018/C 022/40)

*Language of the case: Hungarian*

**Referring court**

Kúria (Hungary)

**Parties to the main proceedings**

*Applicant:* Gyula Kiss

*Defendants:* CIB Bank Zrt., Emil Kiss, Gyuláné Kiss

**Questions referred**

- (1) Must the requirement that contracts be drafted in plain, intelligible language, laid down in Articles 4(2) and 5 of Council Directive 93/13/EEC <sup>(1)</sup> of 5 April 1993 on unfair terms in consumer contracts ('the Directive'), be interpreted as meaning that, in a loan contract concluded with a consumer, that requirement is satisfied by a contractual term not individually negotiated that specifies the exact amount of the charges, commissions and other costs (collectively 'charges') to be borne by the consumer, their method of calculation and the time when they have to be paid but does not, however, stipulate in return what specific services are covered by those charges, or must that requirement instead be interpreted as meaning that the contract also has to indicate what those specific services are? In the latter case, is it sufficient that the content of the service provided may be inferred from the description of the charge?
- (2) Must Article 3(1) of the Directive be interpreted as meaning that the contractual term used in the instant case in relation to charges, when it cannot be unequivocally determined, on the basis of the contract, what specific services are provided in return for those charges, causes, contrary to the requirement of good faith, a significant imbalance in the parties' rights and obligations arising under the contract to the detriment of the consumer?

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

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**Reference for a preliminary ruling from the Investigatory Powers Tribunal — London (United Kingdom) made on 31 October 2017 — Privacy International v Secretary of State for Foreign and Commonwealth Affairs and Others**

**(Case C-623/17)**

(2018/C 022/41)

*Language of the case: English*

**Referring court**

Investigatory Powers Tribunal — London

**Parties to the main proceedings**

*Applicant:* Privacy International

*Defendants:* Secretary of State for Foreign and Commonwealth Affairs, Secretary of State for the Home Department, Government Communications Headquarters, Security Service Srl, Secret Intelligence Service