



C/2024/2594

22.4.2024

**Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 2 February 2024 – Verein für Konsumenteninformation v BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse AG**

**(Case C-85/24, BAWAG)**

(C/2024/2594)

*Language of the case: German*

**Referring court**

Oberster Gerichtshof

**Parties to the main proceedings**

*Applicant and appellant on a point of law:* Verein für Konsumenteninformation

*Defendant and respondent on a point of law:* BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse AG

**Question referred**

Is Article 13(1)(g) of Directive 2014/17/EU <sup>(1)</sup> 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 to be interpreted as meaning that there is no infringement thereof where a creditor who offers home loans with and without a mortgage, each in several variants ((a) loans with exclusively fixed interest rate phases, (b) loans with alternating variable interest rates and fixed interest rate phases, and (c) loans with exclusively variable interest rates), provides a (single) representative example for a home loan without a mortgage as well as for a home loan with a mortgage, or does that provision require that a representative example be provided for each type of interest rate?

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