



C/2024/3590

17.6.2024

**Request for a preliminary ruling from the Sąd Okręgowy w Poznaniu (Poland) lodged on 6 March
2024 – Santander Consumer Bank S.A. v EN**

(Case C-180/24, Santander Consumer Bank)

(C/2024/3590)

Language of the case: Polish

Referring court

Sąd Okręgowy w Poznaniu

Parties to the main proceedings

Applicant: Santander Consumer Bank S.A.

Defendant: EN

Question referred

Must Article 3(j) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC ⁽¹⁾ be interpreted as precluding the practice of including in consumer credit agreements terms the content of which was not agreed individually between the parties and which provide for interest to be charged on the entire amount of credit extended to the consumer, including not only the amount disbursed to the consumer, but also amounts allocated to cover the costs of the credit granted (including, as in the circumstances of the present case, the lender's commission or life insurance and assistance premiums)?

⁽¹⁾ OJ 2008 L 133, p. 66.