

JUDGMENT OF THE COURT (Second Chamber)
3 March 1994 *

In Case C-316/93,

REFERENCE to the Court under Article 177 of the EEC Treaty by the Tribunal de Commerce, Huy (Belgium), for a preliminary ruling in the proceedings pending before that court between

Nicole Vaneetveld

and

Le Foyer SA

and

Le Foyer SA

* Language of the case: French.

and

Fédération des Mutualités Socialistes et Syndicales de la Province de Liège (FMSS)

on the interpretation of the Second Council Directive (84/5/EEC) of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (Official Journal 1984 L 8, p. 17),

THE COURT (Second Chamber),

composed of: G. F. Mancini, President of the Chamber, F. A. Schockweiler (Rapporteur) and J. L. Murray, Judges,

Advocate General: F. G. Jacobs,
Registrar: L. Hewlett, Administrator,

after considering the written observations submitted on behalf of:

— N. Vaneetveld, by J.-L. Dessy, of the Huy Bar,

— Le Foyer SA, by L. Simont, of the Brussels Bar and O. W. Brouwer, of the Amsterdam Bar,

- the French Government, by H. Renie, Principal Assistant Secretary at the Ministry of Foreign Affairs, and C. de Salins, Adviser at that Ministry, acting as Agents,

- the Commission of the European Communities, by T. Cusack, Legal Adviser, acting as Agent,

having regard to the report of the Judge-Rapporteur,

after hearing the Opinion of the Advocate General at the sitting on 27 January 1994,

gives the following

Judgment

- 1 By judgment of 9 June 1993, which was received at the Court on 16 June 1993, the Tribunal de Commerce (Commercial Court), Huy, referred to the Court for a preliminary ruling under Article 177 of the EEC Treaty three questions on the interpretation of the Second Council Directive (84/5/EEC) of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (Official Journal 1984 L 8, p. 17, hereinafter referred to as the ‘Second Directive’).

2 Those questions were raised in the course of proceedings brought by Mrs
N. Vaneetveld against the insurance company Le Foyer SA (hereinafter referred to
as 'Le Foyer') for compensation for damage she suffered as a result of a traffic acci-
dent on 2 May 1988.

3 It is apparent from the case-file forwarded by the national court and the observa-
tions submitted to the Court of Justice that the person responsible for the accident,
Mr Dubois, is the husband of Mrs Vaneetveld, from whom he is separated but not
divorced, and that he is insured with Le Foyer.

4 Article 4 of the Belgian Law of 1 July 1956 on compulsory insurance against civil
liability in respect of the use of motor vehicles (*Moniteur Belge* of 15 July 1956,
p. 4714) permits the exclusion from insurance cover of the spouse of the insured
person.

5 Mr Dubois's insurance policy with Le Foyer did not cover the insured person's
spouse.

6 Having learnt that Mrs Vaneetveld was not divorced, but only separated from
Mr Dubois, Le Foyer refused to make any payment to the accident victim.

7 Mrs Vaneetveld thereupon brought proceedings before the Tribunal de Commerce,
Huy, for compensation for all the damage she had suffered. For its part, the insur-
ance company brought proceedings in the same court against the Fédération des

Mutualités Socialistes et Syndicales de la Province de Liège to recover the sums it had already paid to the Fédération in respect of medical expenses borne by the latter on behalf of Mrs Vaneetveld.

- 8 Article 3 of the Second Directive defines the personal scope of the insurance as follows:

‘The members of the family of the insured person, driver or any other person who is liable under civil law in the event of an accident, and whose liability is covered by the insurance referred to in Article 1 (1) shall not be excluded from insurance in respect of their personal injuries by virtue of that relationship.’

- 9 The Second Directive was transposed into Belgian law by the Law of 21 November 1989 on compulsory insurance against civil liability in respect of the use of motor vehicles (*Moniteur Belge* of 8 December 1989, p. 20122). The second subparagraph of Article 4 (1) of that Law prohibits the exclusion from insurance cover of the insured person’s spouse in the event of physical injury. According to Article 30 of the law, the entry into force of the said Law ‘has the effect of automatically amending, within the limits fixed by the provisions of the law, the obligations on insurers as they arise from the general conditions and current policies’.

- 10 By virtue of a Royal Decree of 13 February 1991 (*Moniteur Belge* of 6 April 1991, p. 7257), the provisions of the Law of 21 November 1989 apply, with effect from 6 May 1991, to all current insurance policies against civil liability in respect of motor vehicles.

- 11 Taking the view that these two cases, which it joined, raised a problem of interpretation of the Second Directive, the Tribunal de Commerce, Huy,

stayed proceedings pending a ruling by the Court of Justice on the following questions:

1. Are the provisions of Article 5 of the Second Directive of direct effect in the Belgian domestic legal system?
2. If so, do those provisions create rights for individuals which the national courts must protect?
3. In particular, were those rights created with effect from the date when the directive entered into force or with effect from 31 December 1987, the date by which Member States were to amend their national provisions, or with effect from 31 December 1988 in accordance with Article 5 (2) of that directive?

12 The first point is to examine whether the Court should rule on the questions referred to it, or whether, as the French Government suggests, they should be declared inadmissible on the ground that the national court provided no information on the factual and legal context of the questions.

13 It is true that the Court has held that the need to arrive at an interpretation of Community law which is useful for the national court requires that court to define the factual and legislative context of the questions, or at least to explain the factual hypotheses on which they are based (see Case C-83/91 *Meilicke v ADV/ORGA* [1992] ECR I-4871; Joined Cases C-320/90, C-321/90 and C-322/90 *Telemarsica-bruzzo v Circostel* [1993] ECR I-393; Case C-157/92 *Banchero* [1993] ECR I-1085; Case C-386/92 *Monin Automobiles v French State* [1993] ECR I-2049). None the

less, that requirement is less pressing where the questions relate to specific technical points and enable the Court to give a useful reply even where the national court has not given an exhaustive description of the legal and factual situation.

14 In this regard, it should be noted that the case-file forwarded by the national court and the written observations submitted by the parties to the main proceedings have given the Court enough information to enable it to interpret the rules of Community law in respect of the situation which is the subject of the main proceedings (see the judgment in *Telemarsicabruzzo*, cited above).

15 In its questions the national court asks this Court whether, and if so, from what date, the Second Directive, in prohibiting the exclusion from compulsory insurance of the insured person's spouse in the event of physical injury, creates rights for individuals which the national courts must protect.

16 It should be noted first that a directive can be relied on by individuals before national courts only after the expiry of the time-limit laid down for its transposition into national law.

17 In this regard, Article 5 of the Second Directive provides that:

'1. Member States shall amend their national provisions to comply with this Directive not later than 31 December 1987. They shall forthwith inform the Commission thereof.

2. The provisions thus amended shall be applied not later than 31 December 1988.

... '

18 It follows from the clear wording of that article that, even though Member States were under an obligation to amend their national provisions by 31 December 1987 at the latest, they were obliged to apply them only in respect of insurance cover for accidents occurring on or after 31 December 1988.

19 The reply to the third question referred by the national court should therefore be that the Second Directive must be interpreted as meaning that, before the date of 31 December 1988 laid down by Article 5 (2), the provisions of that directive did not create rights for individuals which the national courts must protect.

20 In the light of that reply, it is not necessary to examine the first two questions on whether the Second Directive did indeed create rights for individuals which the national courts must protect.

Costs

21 The costs incurred by the French Government and by the Commission of the European Communities, which have submitted observations to the Court, are not recoverable. Since these proceedings are, for the parties to the main proceedings, a step in the proceedings pending before the national court, the decision on costs is a matter for that court.

On those grounds,

THE COURT (Second Chamber),

in answer to the questions referred to it by the Tribunal de Commerce, Huy, (Belgium), by judgment of 9 June 1993, hereby rules:

The Second Council Directive (84/5/EEC) of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles must be interpreted as meaning that, before the date of 31 December 1988 laid down by Article 5 (2), the provisions of that directive did not create rights for individuals which the national courts must protect.

Mancini

Schockweiler

Murray

Delivered in open court in Luxembourg on 3 March 1994.

R. Grass

G. F. Mancini

Registrar

President of the Second Chamber