

3. Articles 12, 15, 16, 18, 19 and 42 of the Second Directive 77/91, as amended by Directive 92/101, and Articles 12 and 13 of Directive 2009/101 must be interpreted as meaning that the liability established by the national legislation at issue in the main proceedings is not necessarily restricted to the value of shares, calculated according to the price of those shares if the company is publicly listed, at the time when the claim is brought.

(¹) OJ C 151, 26.5.2012.

Judgment of the Court (Fifth Chamber) of 19 December 2013 (request for a preliminary ruling from the Gerechtshof te 's Gravenhage — Netherlands) — Innoweb BV v Wegener ICT Media BV, Wegener Mediaventions BV

(Case C-202/12) (¹)

(Directive 96/9/EC — Legal protection of databases — Article 7(1) and (5) — Sui generis right of the database maker — Concept of 're-utilisation' — Substantial part of the contents of the database — Dedicated meta search engine)

(2014/C 52/14)

Language of the case: Dutch

Referring court

Gerechtshof Den Haag, formerly Gerechtshof te 's Gravenhage

Parties to the main proceedings

Applicant: Innoweb BV

Defendants: Wegener ICT Media BV, Wegener Mediaventions BV

Re:

Request for a preliminary ruling — Gerechtshof te 's-Gravenhage — Netherlands — Interpretation of Article 7(1) and (5) of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases (OJ 1996, L 77, p. 20) — Right of the database maker to prohibit the extraction and/or repeated re-utilisation of a substantial part of the contents of a database — Prohibition of the repeated and systematic re-utilisation of non-substantial parts of the contents of a database implying acts that conflict with normal exploitation of that database or unreasonably prejudicing the interests of the maker of the database — Sufficiency of repeated re-utilisation or cumulative condition of systematic re-utilisation — Re-utilisation through an automated system.

Operative part of the judgment

Article 7(1) of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases must be interpreted as meaning that an operator who makes available on the Internet a dedicated meta search engine such as that at issue in the main proceedings re-utilises the whole or a substantial part of the contents of a database protected under Article 7, where that dedicated meta engine:

- provides the end user with a search form which essentially offers the same range of functionality as the search form on the database site;
- 'translates' queries from end users into the search engine for the database site 'in real time', so that all the information on that database is searched through; and
- presents the results to the end user using the format of its website, grouping duplications together into a single block item but in an order that reflects criteria comparable to those used by the search engine of the database site concerned for presenting results.

(¹) OJ C 243, 11.8.2012.

Judgment of the Court (First Chamber) of 19 December 2013 (request for a preliminary ruling from the Bundesgerichtshof (Germany)) — Walter Endress v Allianz Lebensversicherungs AG

(Case C-209/12) (¹)

(Request for a preliminary ruling — Directives 90/619/EEC and 92/96/EEC — Direct life assurance — Right of cancellation — Lack of information on the conditions governing the exercise of that right — Expiry of the cancellation period one year after payment of the first premium — Conformity with Directives 90/619/EEC and 92/96/EEC)

(2014/C 52/15)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Walter Endress

Defendant: Allianz Lebensversicherungs AG

Re:

Request for a preliminary ruling — Bundesgerichtshof — Interpretation of the first indent of Article 15(1) of Council Directive 90/619/EEC of 8 November 1990 on the coordination of laws, regulations and administrative provisions relating to direct life assurance, laying down provisions to facilitate the effective exercise of freedom to provide services and amending Directive 79/267/EEC (OJ 1990 L 330, p. 50), in conjunction with Article 31(1) of Council Directive 92/96/EEC of 10 November 1992 on the coordination of laws, regulations and administrative provisions relating to direct life assurance and amending Directives 79/267/EEC and 90/619/EEC (OJ 1992 L 360, p. 1) — Annuity — Right of cancellation of the policy-holder — Time-limit — Obligation to provide the policy-holder with information — National legislation under which the policy-holder loses the right of cancellation one year after payment of the first premium even if he has not been correctly informed of the conditions of exercising the right.