

4. In circumstances such as those of the case before the referring court, EU law does not preclude the award, without a call for tenders, of a public service concession relating to works, provided that that award is consistent with the principle of transparency, observance of which, without necessarily entailing an obligation to call for tenders, must make it possible for an undertaking located in the territory of a Member State other than that of the contracting authority to have access to appropriate information regarding that concession before it is awarded, so that, if that undertaking so wishes, it would be in a position to express its interest in obtaining that concession — it being for the referring court to determine whether that was the position in the case before it.

⁽¹⁾ OJ C 295, 29.9.2012.

Judgment of the Court (Eighth Chamber) of 7 November 2013 (request for a preliminary ruling from the Hoge Raad der Nederlanden — Netherlands) — Jan Sneller v DAS Nederlandse Rechtsbijstand Verzekeringsmaatschappij NV

(Case C-442/12) ⁽¹⁾

(Legal expenses insurance — Directive 87/344/EEC — Article 4(1) — Insured persons' freedom to choose a lawyer — Clause in the standard terms and conditions of a contract guaranteeing legal assistance in any inquiry or proceedings by one of the insurer's employees — Costs relating to legal assistance provided by an external legal adviser reimbursed only where the insurer decides that it is necessary to entrust handling of the case to an external legal adviser)

(2014/C 9/18)

Language of the case: Dutch

Referring court

Hoge Raad der Nederlanden

Parties to the main proceedings

Applicant: Jan Sneller

Defendant: DAS Nederlandse Rechtsbijstand Verzekeringsmaatschappij NV

Re:

Request for a preliminary — Hoge Raad der Nederlanden — Netherlands — Interpretation of Article 4(1) of Council Directive 87/344/EEC of 22 June 1987 on the coordination

of laws, regulations and administrative provisions relating to legal expenses insurance (OJ 1987 L 185, p. 77) — Insured person's freedom to choose a lawyer

Operative part of the judgment

1. Article 4(1)(a) of Council Directive 87/344/EEC of 22 June 1987 on the coordination of laws, regulations and administrative provisions relating to legal expenses insurance must be interpreted as precluding a legal expenses insurer which stipulates in its insurance contracts that legal assistance will in principle be provided by its employees from also providing that the costs of legal assistance provided by a lawyer or legal representative chosen freely by the insured person will be covered only if the insurer takes the view that the handling of the case must be subcontracted to an external lawyer;
2. The answer to question 1 will not differ depending on whether or not legal assistance is compulsory under national law in the inquiry or proceedings concerned.

⁽¹⁾ OJ C 9, 12.1.2013.

Judgment of the Court (Third Chamber) of 7 November 2013 (request for a preliminary ruling from the Cour constitutionnelle — Belgium) — Institut professionnel des agents immobiliers (IPI) v Geoffrey Englebert, Immo 9 SPRL, Grégory Francotte

(Case C-473/12) ⁽¹⁾

(Processing of personal data — Directive 95/46/EC — Articles 10 and 11 — Obligation to inform — Article 13(1)(d) and (g) — Exceptions — Scope of exceptions — Private detectives acting for the supervisory body of a regulated profession — Directive 2002/58/EC — Article 15(1))

(2014/C 9/19)

Language of the case: French

Referring court

Cour constitutionnelle

Parties to the main proceedings

Applicant: Institut professionnel des agents immobiliers (IPI)

Defendants: Geoffrey Englebert, Immo 9 SPRL, Grégory Francotte

Intervening parties: Union professionnelle nationale des détectives privés de Belgique (UPNDP), Association professionnelle des inspecteurs et experts d'assurances ASBL (APIEA), Conseil des ministres

Re:

Request for a preliminary ruling — Cour constitutionnelle (Belgium) — Interpretation of Articles 11(1) and 13(1)(d) and (g) of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ 1995 L 281, p. 31) and of Article 6(3) TEU — Whether there is full harmonisation — Option for a Member State to provide for a restriction of, or an exception to, the obligation to inform the person concerned immediately — Scope of the exception to that obligation — Whether the professional activities of private detectives are included — If not, whether Article 13 of Directive 95/46/EC is compatible with Article 6(3) TEU, more specifically with the principle of equality and non-discrimination

Operative part of the judgment

Article 13(1) of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data must be interpreted as meaning that Member States have no obligation, but have the option, to transpose into their national law one or more of the exceptions which it lays down to the obligation to inform data subjects of the processing of their personal data.

The activity of a private detective acting for a professional body in order to investigate breaches of ethics of a regulated profession, in this case that of estate agent, is covered by the exception in Article 13(1)(d) of Directive 95/46.

⁽¹⁾ OJ C 26, 26.1.2013.

Judgment of the Court (Eighth Chamber) of 14 November 2013 (request for a preliminary ruling from the Landesgericht Feldkirch — Austria) — Armin Maletic, Marianne Maletic v lastminute.com GmbH, TUI Österreich GmbH

(Case C-478/12) ⁽¹⁾

(Jurisdiction in civil and commercial matters — Regulation (EC) No 44/2001 — Article 16(1) — Contract for travel concluded between a consumer domiciled in one Member State and a travel agency established in another Member State — Supplier of services used by the travel agency established in the Member State where the consumer is domiciled — Right of a consumer to bring an action against two undertakings before the court for the place of his domicile)

(2014/C 9/20)

Language of the case: German

Referring court

Landesgericht Feldkirch

Parties to the main proceedings

Applicant: Armin Maletic, Marianne Maletic

Defendant: lastminute.com GmbH, TUI Österreich GmbH

Re:

Request for a preliminary ruling — Landesgericht Feldkirch — Interpretation of Article 16(1) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001 L 12, p. 1) — Jurisdiction in respect of contracts entered into by consumers — All-inclusive travel contract concluded between a consumer and a company — Situation in which the company is established in a Member State other than that of the consumer and has recourse, for the purpose of performing that contract, to a company which is established in the Member State of the consumer — Whether the consumer is entitled to bring proceedings, before the court of his place of residence, against those two companies

Operative part of the judgment

The concept of 'other party to the contract' laid down in Article 16(1) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning, in circumstances such as those at issue in the main proceedings, that it also covers the contracting partner of the operator with which the consumer concluded that contract and which has its registered office in the Member State in which the consumer is domiciled.

⁽¹⁾ OJ C 26, 26.1.2013.

Judgment of the Court (Seventh Chamber) of 7 November 2013 (request for a preliminary ruling from the Bundesarbeitsgericht — Germany) — Tevfik Isbir v DB Services GmbH

(Case C-522/12) ⁽¹⁾

(Request for a preliminary ruling — Freedom to provide services — Posting of workers — Directive 96/71/EC — Minimum rates of pay — Lump sums and employer contribution to a multiannual savings plan for the benefit of its employees)

(2014/C 9/21)

Language of the case: German

Referring court

Bundesarbeitsgericht