

Reference for a preliminary ruling from the Hoge Raad der Nederlanden (Netherlands) lodged on 3 October 2012 — Jan Sneller v DAS Nederlandse Rechtsbijstand Verzekeringsmaatschappij NV

(Case C-442/12)

(2013/C 9/49)

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

Questions referred

- Does Article 4(1) of Directive 87/344/EEC ⁽¹⁾ allow a legal expenses insurer which stipulates in its policies that legal assistance in inquiries or proceedings will in principle be provided by employees of the insurer also to stipulate 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 legal representative?
- Will the answer to Question 1 differ depending on whether or not legal assistance is compulsory in the inquiry or proceedings concerned?

⁽¹⁾ 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).

Reference for a preliminary ruling from the Landgericht Hamburg (Germany) lodged on 11 October 2012 — Werner Krieger v ERGO Lebensversicherung AG

(Case C-459/12)

(2013/C 9/50)

Language of the case: German

Referring court

Landgericht Hamburg

Parties to the main proceedings

Applicant: Werner Krieger

Defendant: ERGO Lebensversicherung AG

Question referred

Must 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 (Second Life Assurance Directive), ⁽¹⁾ having regard to 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 (Third Life Assurance Directive), ⁽²⁾ be interpreted as precluding a provision — such as the fourth sentence of Paragraph 5a(2) of the Versicherungsvertragsgesetz (Law on insurance contracts) in the version of the Drittes Gesetz zur Durchführung versicherungsrechtlicher Richtlinien des Rates der Europäischen Gemeinschaften (Third Law implementing directives of the Council of the European Communities on insurance law) of 21 July 1994 — under which a right of cancellation lapses one year at the latest after payment of the first premium even if the policy-holder has not been informed about the right of cancellation?

⁽¹⁾ OJ 1990 L 330, p. 50.

⁽²⁾ OJ 1992 L 360, p. 1.

Reference for a preliminary ruling from the Gerechtshof's-Hertogenbosch (Netherlands) lodged on 15 October 2012 — Granton Advertising BV v Inspecteur van de Belastingdienst Haaglanden/kantoor Den Haag

(Case C-461/12)

(2013/C 9/51)

Language of the case: Dutch

Referring court

Gerechtshof's-Hertogenbosch

Parties to the main proceedings

Applicant: Granton Advertising BV

Defendant: Inspecteur van de Belastingdienst Haaglanden/kantoor Den Haag