

— secondly, they preclude a court from having to find that, as a result of a standard term, a consumer has acknowledged that the creditor's pre-contractual obligations have been fully and correctly performed, with that term thereby resulting in a reversal of the burden of proving the performance of those obligations such as to undermine the effectiveness of the rights conferred by Directive 2008/48.

- (2) Article 8(1) of Directive 2008/48 must be interpreted to the effect that, first, it does not preclude the consumer's creditworthiness assessment from being carried out solely on the basis of information supplied by the consumer, provided that that information is sufficient and that mere declarations by the consumer are also accompanied by supporting evidence and, secondly, that it does not require the creditor to carry out systematic checks of the veracity of the information supplied by the consumer.
- (3) Article 5(6) of Directive 2008/48 must be interpreted to the effect that, although it does not preclude a creditor from providing the consumer with adequate explanations before assessing the financial situation and the needs of that consumer, it may be that the assessment of the consumer's creditworthiness means that the adequate explanations provided need to be adapted, and that those explanations must be communicated to the consumer in good time before the credit agreement is signed, without this, however, requiring a specific document to be drawn up.

⁽¹⁾ OJ C 313, 26.10.2013.

Judgment of the Court (Tenth Chamber) of 18 December 2014 (request for a preliminary ruling from the Fővárosi Közigazgatási és Munkaügyi Bíróság — Hungary) — Generali-Providencia Biztosító Zrt v Közbeszerzési Hatóság Közbeszerzési Döntőbizottság

(Case C-470/13) ⁽¹⁾

(Reference for a preliminary ruling — Public procurement — Contracts falling below the threshold laid down in Directive 2004/18/EC — Articles 49 TFEU and 56 TFEU — Applicability — Certain cross-border interest — Grounds for exclusion from a tendering procedure — Exclusion of an economic operator having committed an infringement of national competition rules, established by a judgment given not more than five years ago — Lawfulness — Proportionality)

(2015/C 065/14)

Language of the case: Hungarian

Referring court

Fővárosi Közigazgatási és Munkaügyi Bíróság

Parties to the main proceedings

Applicant: Generali-Providencia Biztosító Zrt

Defendant: Közbeszerzési Hatóság Közbeszerzési Döntőbizottság

Operative part of the judgment

Articles 49 TFEU and 56 TFEU do not preclude the application of national legislation excluding the participation in a tendering procedure of an economic operator who has committed an infringement of competition law, established by a judicial decision having the force of *res judicata*, for which a fine was imposed.

⁽¹⁾ OJ C 367, 14.12.2013.