



Reports of Cases

JUDGMENT OF THE COURT (Third Chamber)

4 September 2014*

(Reference for a preliminary ruling — Compulsory insurance against civil liability in respect of the use of motor vehicles — Directive 72/166/EEC — Article 3(1) — Concept of ‘use of vehicles’ — Accident caused in the courtyard of a farm by a tractor to which a trailer was attached)

In Case C-162/13,

REQUEST for a preliminary ruling under Article 267 TFEU from the Vrhovno sodišče (Slovenia), made by decision of 11 March 2013, received at the Court on 29 March 2013, in the proceedings

Damijan Vnuk

v

Zavarovalnica Triglav d.d.,

THE COURT (Third Chamber),

composed of M. Ilešič, President of the Chamber, C.G. Fernlund, A. Ó Caoimh, C. Toader and E. Jarašiūnas (Rapporteur), Judges,

Advocate General: P. Mengozzi,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

- the German Government, by T. Henze, J. Kemper and J. Möller, acting as Agents,
- Ireland, by A. Joyce, E. Creedon and L. Williams, acting as Agents, and by C. Toland, Barrister at Law,
- the European Commission, by B. Rous Demiri and K.-Ph. Wojcik, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 26 February 2014

gives the following

* Language of the case: Slovenian

Judgment

- 1 This request for a preliminary ruling concerns the interpretation of Article 3(1) of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability (OJ, English Special Edition 1972 (II), p. 360; ‘the First Directive’).
- 2 The request has been made in proceedings between Mr Vnuk and Zavarovalnica Triglav d.d. (‘Zavarovalnica Triglav’) concerning the payment of compensation on the basis of compulsory insurance against civil liability in respect of the use of motor vehicles (‘the compulsory insurance’).

Legal context

European Union law

- 3 The fifth to seventh recitals in the preamble to the First Directive state:

‘Whereas it is desirable that ... measures should be taken further to liberalise the rules regarding the movement of persons and motor vehicles travelling between Member States; ...

Whereas such relaxation of the rules relating to the movement of travellers constitutes another step towards the mutual opening of their markets by Member States and the creation of conditions similar to those of a domestic market;

Whereas the abolition of checks on green cards for vehicles normally based in a Member State entering the territory of another Member State can be effected ... ;’

- 4 Article 1 of the First Directive states:

‘For the purposes of this Directive:

1. “vehicle” means any motor vehicle intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled;

...’

- 5 Article 3(1) of that directive states:

‘Each Member State shall, subject to Article 4, take all appropriate measures to ensure that civil liability in respect of the use of vehicles normally based in its territory is covered by insurance. The extent of the liability covered and the terms and conditions of the cover shall be determined on the basis of these measures.’

- 6 Article 4 of that directive provides:

‘A Member State may act in derogation of Article 3 in respect of:

...

- (b) certain types of vehicle or certain vehicles having a special plate; the list of such types or of such vehicles shall be drawn up by the State concerned and communicated to the other Member States and to the [European] Commission.

...'

- 7 Article 1(1) of 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 (OJ 1984 L 8, p. 17; 'the Second Directive') provides:

'The insurance referred to in Article 3(1) of [the First Directive] shall cover compulsorily both damage to property and personal injuries.'

- 8 Article 1(2) of the Second Directive established the minimum amounts which have to be guaranteed by that compulsory insurance. Those amounts were reassessed by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005 amending Council Directives 72/166/EEC, 84/5/EEC, 88/357/EEC and 90/232/EEC and Directive 2000/26/EC of the European Parliament and of the Council relating to insurance against civil liability in respect of the use of motor vehicles (OJ 2005 L 149, p. 14), which also inserted in the Second Directive a provision to ensure that those amounts are reviewed regularly in line with the European Index of Consumer Prices.
- 9 The first subparagraph of Article 1(4) of the Second Directive provides that '[e]ach Member State shall set up or authorise a body with the task of providing compensation, at least up to the limits of the insurance obligation for damage to property or personal injuries caused by an unidentified vehicle or a vehicle for which the insurance obligation ... has not been satisfied'. Furthermore, the fourth subparagraph of Article 1(4) of the Second Directive provided that 'Member States may limit or exclude the payment of compensation by that body in the event of damage to property by an unidentified vehicle'. That possibility was, however, subsequently excluded by Directive 2005/14 'where the body has paid compensation for significant personal injuries to any victim of the same accident in which damage to property was caused by an unidentified vehicle'.
- 10 Article 2(1) of the Second Directive provides:

'Each Member State shall take the necessary measures to ensure that any statutory provision or any contractual clause contained in an insurance policy issued in accordance with Article 3(1) of [the First Directive], which excludes from insurance the use or driving of vehicles by:

- persons who do not have express or implied authorisation thereto, or
- persons who do not hold a licence permitting them to drive the vehicle concerned, or
- persons who are in breach of the statutory technical requirements concerning the condition and safety of the vehicle concerned,

shall, for the purposes of Article 3(1) of [the First Directive], be deemed to be void in respect of claims by third parties who have been victims of an accident.

...'

11 Article 3 of the Second Directive provides:

‘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.’

12 Article 1 of Third Council Directive 90/232/EEC of 14 May 1990 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (OJ 1990 L 129, p. 33), as amended by Directive 2005/14 (‘the Third Directive’), states:

‘... the insurance referred to in Article 3(1) of [the First Directive] shall cover liability for personal injuries to all passengers, other than the driver, arising out of the use of a vehicle.

Member States shall take the necessary measures to ensure that any statutory provision or any contractual clause contained in an insurance policy which excludes a passenger from such cover on the basis that he knew or should have known that the driver of the vehicle was under the influence of alcohol or of any other intoxicating agent at the time of an accident, shall be deemed to be void in respect of the claims of such passenger.

...’

13 Article 1a of the Third Directive provides:

‘The insurance referred to in Article 3(1) of [the First Directive] shall cover personal injuries and damage to property suffered by pedestrians, cyclists and other non-motorised users of the roads who, as a consequence of an accident in which a motor vehicle is involved, are entitled to compensation in accordance with national civil law. ...’

14 Article 4c of that directive provides:

‘Insurance undertakings shall not rely on excesses against the injured party to an accident as far as the insurance referred to in Article 3(1) of [the First Directive] is concerned.’

15 Article 3 of Directive 2000/26/EC of the European Parliament and of the Council of 16 May 2000 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and amending Council Directives 73/239/EEC and 88/357/EEC (Fourth motor insurance Directive) (OJ 2000 L 181, p. 65), headed ‘Direct right of action’, states:

‘Each Member State shall ensure that injured parties ... enjoy a direct right of action against the insurance undertaking covering the responsible person against civil liability.’

16 Furthermore, Article 1 of First Council Directive 73/239/EEC of 24 July 1973 on the coordination of laws, regulations and administrative provisions relating to the taking-up and pursuit of the business of direct insurance other than life assurance (OJ 1973 L 228, p. 3), as amended by Council Directive 84/641/EEC of 10 December 1984 (OJ 1984 L 339, p. 21), provides:

‘1. This Directive concerns the taking-up and pursuit of the self-employed activity of direct insurance ... carried on by undertakings which are established in the territory of a Member State or which wish to become established there.

...

3. The classification by classes of the activity referred to in this Article appears in the Annex.’

17 The Annex to that directive states:

‘A. Classification of risks according to classes of insurance ...

10. *Motor vehicle liability* All liability arising out of the use of motor vehicles operating on the land (including carrier’s liability). ...’

Slovenian law

18 Article 15 of the Law on compulsory motor vehicle liability insurance (Zakon o obveznih zavarovanjih v prometu; ‘the ZOZP’) provides:

‘The owner of a vehicle must take out insurance covering liability for damage caused by the use of the vehicle to third parties resulting in death, physical injury, invalidity, loss of or damage to property ..., with the exception of liability for damage to property which the proprietor has agreed to transport. ...’

The dispute in the main proceedings and the question referred for a preliminary ruling

- 19 It is apparent from the order for reference that, on 13 August 2007, when bales of hay were being stored in the loft of a barn, a tractor to which a trailer was attached, which was reversing in the courtyard of the farm in order to position the trailer in that barn, struck the ladder on which Mr Vnuk had climbed, causing him to fall. Mr Vnuk brought an action seeking payment of the sum of EUR 15 944.10 as compensation for his non-pecuniary damage, together with default interest, against Zavarovalnica Triglav, the insurance company with which the owner of the tractor had taken out compulsory insurance.
- 20 The first-instance court dismissed that application. The second-instance court dismissed the appeal that Mr Vnuk lodged against that judgment, stating that a compulsory insurance policy in respect of the use of a motor vehicle covered damage caused by the use of a tractor as a means of transport, but not damage caused when a tractor is used as a machine or propulsion device.
- 21 The referring court granted Mr Vnuk leave to appeal on a point of law against the decision of the second-instance court in so far as that appeal related to the question of the use of a tractor as a ‘vehicle’ within the meaning of Article 15 of the ZOZP.
- 22 Before the referring court, Mr Vnuk submits that the concept of ‘use of a vehicle in traffic’ cannot be restricted to journeys on public roads and that, in addition, at the time the harmful event at issue in the main proceedings occurred, the unit formed by the tractor and its trailer did indeed constitute a vehicle that was moving and that what was involved was the end of the journey. By contrast, Zavarovalnica Triglav submits that the case in the main proceedings concerns the use of a tractor not in its function as a vehicle for road use, but for work in front of a barn on a farm.
- 23 The referring court observes that the ZOZP does not define the concept of ‘use of vehicles’, but that that lacuna is filled by the case-law. It states, in that regard, that the primary purpose of compulsory insurance under the ZOZP is to shift the cost of risk to society and the necessity of taking care of the needs of persons injured and passengers on public roads. The referring court takes the view that, according to Slovenian case-law, for the purpose of assessing whether specific damage is covered by compulsory insurance, the question whether it occurred on a public road is not, however, decisive. There is, however, no compulsory insurance cover when a vehicle is used as a machine, for example in a farming area, because, in such cases, there is no road use.

- 24 The referring court points out that the various Directives relating to insurance against civil liability in respect of the use of motor vehicles — namely the First to Third Directives, the Fourth motor insurance Directive and Directive 2005/14 (taken together, ‘the Directives relating to compulsory insurance’) — refer to ‘use’, to ‘road traffic’ or even to ‘users of the road’, but do not specify what may be regarded as the use of a motor vehicle and which is the decisive criterion in that regard. It is thus possible to take the view that compulsory insurance covers damage caused by a vehicle in the context of road use alone or that it covers any damage, however connected to the use or the operation of a vehicle, irrespective of whether the situation may be defined as a situation involving road use.
- 25 In those circumstances the Vrhovno sodišče (Supreme Court) decided to stay the proceedings and to refer the following question to the Court of Justice for a preliminary ruling:

‘Must the concept of “the use of vehicles” within the meaning of Article 3(1) of [the First Directive] be interpreted as not extending to the circumstances of the present case, in which the person insured by the defendant struck the applicant’s ladder with a tractor towing a trailer while hay was being stored in a hayloft, on the basis that the incident did not occur in the context of a road traffic accident?’

The requests seeking the reopening of the oral procedure

- 26 By document lodged at the Court Registry on 28 March 2014, Ireland requested the Court to order the reopening of the oral part of the procedure, pursuant to Article 83 of the Rules of Procedure of the Court. In support of its request, that Member State puts forward the need, if the Court follows the Advocate General’s Opinion, to impose temporal limits on the effects of the judgment to be delivered and, consequently, the need to reopen the oral part of the procedure to give it an opportunity to submit arguments in support of its request to impose temporal limits on the effects of the judgment.
- 27 By documents lodged at the Court Registry on 15 and 21 May respectively, the United Kingdom Government and the German Government also requested the Court to order the reopening of the oral part of the procedure, pursuant to Article 83. In support of its request, the United Kingdom Government submits that the Advocate General’s Opinion is marred by a number of errors, with regard to which it wishes to submit observations. The German Government submits that that opinion raises an argument that has not been debated by the parties, namely the presence of a possible lacuna in the First Directive, which it is necessary to fill, and that the Court does not have sufficient information to give a ruling.
- 28 Pursuant to Article 83 of its Rules of Procedure, the Court may at any time, after hearing the Advocate General, order the reopening of the oral part of the procedure, in particular if it considers that it lacks sufficient information or where a party has, after the close of that part of the procedure, submitted a new fact which is of such a nature as to be a decisive factor for the decision of the Court, or where the case must be decided on the basis of an argument which has not been debated between the parties or the interested persons referred to in Article 23 of the Statute of the Court of Justice of the European Union.
- 29 In the present case, the Court, after hearing the Advocate General, considers that it has all the information necessary to answer the question raised by the referring court and that the case does not have to be examined in the light of a new fact which is of such a nature as to be a decisive factor for its decision or of an argument which has not been debated before it.
- 30 Furthermore, as regards the criticisms made of the Advocate General’s Opinion, it must be borne in mind, firstly, that the Statute of the Court and the Rules of Procedure of the Court make no provision for interested parties to submit observations in response to the Advocate General’s Opinion (order *Emesa Sugar*, C-17/98, EU:C:2000:69, paragraph 2, and *Döhler Neuenkirchen*, C-262/10, EU:C:2012:559, paragraph 29).

- 31 Secondly, under the second paragraph of Article 252 TFEU, it is the duty of the Advocate General, acting with complete impartiality and independence, to make, in open court, reasoned submissions on cases which, in accordance with the Statute of the Court, require the Advocate General's involvement. In this regard, the Court is not bound either by the conclusion reached by the Advocate General or by the reasoning which led to that conclusion. Consequently, a party's disagreement with the Opinion of the Advocate General, irrespective of the questions that he examines in his Opinion, cannot in itself constitute grounds justifying the reopening of the oral procedure (*Hogan Lovells International*, C-229/09, EU:C:2010:673, paragraph 26; *E.ON Energie v Commission*, C-89/11 P, EU:C:2012:738, paragraph 62; and *Weber*, C-438/12, EU:C:2014:212, paragraph 30).
- 32 The requests of the German Government, Ireland and the United Kingdom Government seeking the reopening of the oral part of the procedure must therefore be rejected.

Consideration of the question referred

- 33 By its question the referring court asks, in essence, whether Article 3(1) of the First Directive is to be interpreted as meaning that the concept of 'use of vehicles' covers circumstances such as those at issue in the main proceedings, namely the manoeuvre of a tractor in the courtyard of a farm in order to bring the trailer attached to that tractor into a barn.
- 34 The German Government and Ireland submit that the insurance obligation provided for in Article 3(1) of the First Directive relates only to situations involving road use and that it does not therefore apply to circumstances such as those at issue in the main proceedings.
- 35 By contrast, the Commission is of the opinion that that provision applies to the use of vehicles, whether as a means of transport or as machines, in any area, both public and private, in which risks inherent in the use of vehicles may arise, whether those vehicles are moving or not.
- 36 Under Article 3(1) of the First Directive, each Member State is, subject to Article 4, to take all appropriate measures to ensure that civil liability in respect of the use of vehicles normally based in its territory is covered by insurance.
- 37 The concept of vehicle is defined in Article 1(1) of that directive, under which 'vehicle' within the meaning of that directive means 'any motor vehicle intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled'.
- 38 Clearly, a tractor to which a trailer is attached satisfies that definition. In that regard, it is important to point out that that definition is unconnected with the use which is made or may be made of the vehicle in question. Consequently, the fact that a tractor, possibly with a trailer attached, may, in certain circumstances, be used as an agricultural machine has no effect on the finding that such a vehicle corresponds to the concept of 'vehicle' in Article 1(1) of the First Directive.
- 39 However, it does not necessarily follow that a tractor to which a trailer is attached is subject to the obligation to insure against civil liability provided for in Article 3(1) of that directive. First, under that provision, it is necessary for the vehicle to be normally based in the territory of a Member State, a condition the satisfaction of which is not at issue in the dispute in the main proceedings. Secondly, pursuant to Article 4(b) of that directive, a Member State may act in derogation of Article 3 of the directive in respect of certain types of vehicle or certain vehicles having a special plate; the list of such types or of such vehicles is to be drawn up by the State concerned and communicated to the other Member States and to the Commission.

- 40 It follows that a tractor to which a trailer is attached is subject to the obligation provided for in Article 3(1) of the First Directive if it is normally based in the territory of a Member State which has not excluded that type of vehicle from the scope of that provision.
- 41 As regards whether the manoeuvre of a tractor in the courtyard of a farm in order to bring the trailer attached to that tractor into a barn is to be regarded as being covered by the concept of ‘use of vehicles’ referred to in that provision, it must be pointed out at the outset that that concept cannot be left to the assessment of each Member State.
- 42 Indeed neither Article 1 of the First Directive, Article 3(1) of that directive nor any other provision of that directive or of the other directives relating to compulsory insurance refer to the law of the Member States as regards that concept. According to the Court’s settled case-law, the need for a uniform application of European Union law and the principle of equality require the terms of a provision of European Union law which makes no express reference to the law of the Member States for the purpose of determining its meaning and scope normally to be given an independent and uniform interpretation throughout the European Union; that interpretation must take into account not only its wording but also its context and the objectives pursued by the rules of which it is part (see, to that effect, *Omejc*, C-536/09, EU:C:2011:398, paragraphs 19 and 21 and the case-law cited).
- 43 As regards, in the first place, the terms used in Article 3(1) of the First Directive, it is apparent from a comparative examination of the different language versions of that provision that it exhibits differences as regards the type of situation covered by the insurance obligation for which it provides, differences which are, moreover, to be found in the actual title of that directive, in particular in its English and French language versions.
- 44 Accordingly, in the French language version, as in the Spanish, Greek, Italian, Dutch, Polish and Portuguese language versions, Article 3(1) refers to the obligation to insure against civil liability in respect of the ‘circulation’ of vehicles, thus suggesting that that insurance obligation relates only to accidents caused in the context of road use, as submitted by the German Government and Ireland.
- 45 However, the English language version and also the Bulgarian, Czech, Estonian, Latvian, Maltese, Slovakian, Slovenian and Finnish language versions of the same provision refer to the concept of ‘use’ of vehicles, without providing any further details, whereas the Danish, German, Lithuanian, Hungarian, Romanian, and Swedish language versions of that provision refer, even more generally, to the obligation to take out insurance against civil liability in respect of vehicles and thus appear to impose the obligation to insure against civil liability in respect of the use or operation of a vehicle, irrespective of whether that use or operation takes place in the context of a situation involving road use or not.
- 46 According to settled case-law, a purely literal interpretation of one or more language versions of a multilingual text of European Union law, to the exclusion of the others, cannot, however, prevail since the uniform application of European Union rules requires that they be interpreted, *inter alia*, in the light of the versions drawn up in all the languages (see, to that effect, *Jany and Others*, C-268/99, EU:C:2001:616, paragraph 47 and the case-law cited, and *Commission v Spain*, C-189/11, EU:C:2013:587, paragraph 56 and the case-law cited). Where there is divergence between the language versions of a European Union text, the provision in question must be interpreted by reference to the general scheme and purpose of the rules of which it forms part (see, to that effect, *ZVK*, C-300/05, EU:C:2006:735, paragraph 16 and the case-law cited; *Haasová*, C-22/12, EU:C:2013:692, paragraph 48; and *Drozdovs*, C-277/12, EU:C:2013:685, paragraph 39).
- 47 It is therefore necessary, in the second place, to refer to the general scheme and purpose of the European Union legislation concerning compulsory insurance, of which Article 3(1) of the First Directive forms part.

- 48 In that regard, it is important to point out that none of the directives relating to compulsory insurance contains a definition of what is meant by the concepts of ‘accident’, ‘use’ or even ‘use of vehicles’ for the purposes of those directives.
- 49 However, those concepts must be understood in the light of the dual objective of protecting the victims of accidents caused by motor vehicles and of liberalising the movement of persons and goods with a view to achieving the internal market pursued by those directives.
- 50 The First Directive is therefore part of a series of directives which came progressively to define the obligations of Member States concerning civil liability in respect of the use of vehicles. Although the Court has repeatedly held that it is apparent from the recitals in the preambles to the First and Second Directives that the aim of those directives is to ensure the free movement of vehicles normally based on European Union territory and of persons travelling in those vehicles, it has also repeatedly held that they also have the objective of guaranteeing that the victims of accidents caused by those vehicles receive comparable treatment irrespective of where in the European Union the accident occurred (see, *inter alia*, to that effect *Ruiz Bernáldez*, C-129/94, EU:C:1996:143, paragraph 13, and *Csonka and Others*, C-409/11, EU:C:2013:512, paragraph 26 and the case-law cited).
- 51 Although it is apparent, *inter alia*, from the fifth to seventh recitals in the preamble to the First Directive that that directive sought to liberalise the rules regarding the movement of persons and motor vehicles between Member States with a view to the creation of an internal market, by abolishing the checks on green cards which were carried out at the borders of Member States, it pursued equally the objective of protecting victims (see, to that effect, *Ruiz Bernáldez*, EU:C:1996:143, paragraph 18).
- 52 Furthermore, the development of the European Union legislation concerning compulsory insurance shows that that objective of protecting the victims of accidents caused by vehicles has continuously been pursued and reinforced by the European Union legislature.
- 53 That is apparent, in particular, firstly from Articles 1 to 3 of the Second Directive. Accordingly, Article 1 of the Second Directive required the insurance referred to in Article 3(1) of the First Directive to cover both damage to property and personal injuries. It also required the Member States to set up bodies with the task of providing compensation for damage caused by unidentified vehicles or vehicles for which the insurance obligation had not been satisfied and established the minimum amounts of compensation to be guaranteed. Article 2 of that directive restricted the scope of certain exclusion clauses provided for by legislation or in contracts in respect of claims by third parties who were victims of an accident caused as a result of the use or driving of the insured vehicle by certain persons. Article 3 of that directive extended the benefit of insurance in respect of personal injuries to the members of the family of the insured person, driver or any other person who is liable for the accident.
- 54 Secondly, the Third Directive, through Article 1, *inter alia* extended insurance cover to personal injuries to all passengers, other than the driver and the Fourth motor insurance Directive, among other things, introduced in its Article 3 a direct right of action by injured parties against the insurance undertaking covering the responsible person against civil liability.
- 55 Lastly, Directive 2005/14, through Articles 2 and 4, which amended respectively the Second and Third Directives, *inter alia*, adjusted the minimum amounts of compensation to be guaranteed and provided for their regular review, extended the scope of the payment of compensation by the body established by the Second Directive and extended the insurance cover referred to in Article 3(1) of the First Directive to personal injuries and damage to property suffered by pedestrians, cyclists and other non-motorised users of the roads. It also inserted a new restriction on the possibility of applying

certain exclusion clauses to the insurance cover and prohibited excesses from being relied on against the injured party to an accident as far as the insurance referred to in Article 3(1) of the First Directive is concerned.

- 56 In the light of all of those factors, and in particular of the objective of protection pursued by the First to Third Directives, the view cannot be taken that the European Union legislature wished to exclude from the protection granted by those directives injured parties to an accident caused by a vehicle in the course of its use, if that use is consistent with the normal function of that vehicle.
- 57 In that regard, it is also important to point out that, according to part A of the Annex to Directive 73/239, as amended by Directive 84/641, the class of direct insurance activity relating to ‘Motor vehicle liability’ concerns ‘[a]ll liability arising out of the use of motor vehicles operating on the land (including carrier’s liability)’.
- 58 In the present case, it must be pointed out that, firstly, as is apparent from information published by the Commission, the Republic of Slovenia did not, pursuant to Article 4(b) of the First Directive, exclude any type of vehicle from the scope of Article 3(1) of the First Directive. Secondly, according to the information provided by the referring court, the accident which gave rise to the dispute in the main proceedings was caused by a vehicle reversing, for the purpose of taking up a position in a specific location, and, therefore seems to have been caused by the use of a vehicle that was consistent with its normal function, this, however, being a matter for the referring court to determine.
- 59 Accordingly, in the light of all of the foregoing considerations, the answer to the question referred is that Article 3(1) of the First Directive must be interpreted as meaning that the concept of ‘use of vehicles’ in that article covers any use of a vehicle that is consistent with the normal function of that vehicle. That concept may therefore cover the manoeuvre of a tractor in the courtyard of a farm in order to bring the trailer attached to that tractor into a barn, as in the case in the main proceedings, which is a matter for the referring court to determine.

Costs

- 60 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Third Chamber) hereby rules:

Article 3(1) of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability must be interpreted as meaning that the concept of ‘use of vehicles’ in that article covers any use of a vehicle that is consistent with the normal function of that vehicle. That concept may therefore cover the manoeuvre of a tractor in the courtyard of a farm in order to bring the trailer attached to that tractor into a barn, as in the case in the main proceedings, which is a matter for the referring court to determine.

[Signatures]