

Judgment of the Court (Fourth Chamber) of 3 December 2015 (request for a preliminary ruling from the Ráckevei járásbíróóság — Hungary) — Banif Plus Bank Zrt. v Márton Lantos, Mártonné Lantos

(Case C-312/14) ⁽¹⁾

(References for a preliminary ruling — Directive 2004/39/EC — Articles 4(1) and 19(4), (5) and (9) — Markets in financial instruments — Concept of ‘investment services and activities’ — Provisions to ensure investor protection — Conduct of business obligations when providing investment services to clients — Obligation to assess the suitability or appropriateness of the service to be provided — Contractual consequences of non-compliance with that obligation — Consumer credit contracts — Foreign currency denominated loan — Advancement and reimbursement of loan in domestic currency — Terms relating to the exchange rate)

(2016/C 038/07)

Language of the case: Hungarian

Referring court

Ráckevei járásbíróóság

Parties to the main proceedings

Applicant: Banif Plus Bank Zrt.

Defendant: Márton Lantos, Mártonné Lantos

Operative part of the judgment

Article 4(1)(2) of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC must be interpreted as meaning that, subject to verification by the referring court, an investment service or activity within the meaning of that provision does not encompass certain foreign exchange transactions, effected by a credit institution under clauses of a foreign currency denominated loan agreement such as the one at issue in the main proceedings, consisting in fixing the amount of the loan on the basis of the purchase price of the currency applicable when the funds are advanced and in determining the amounts of the monthly instalments on the basis of the sale price of that currency applicable when each monthly instalment is calculated.

⁽¹⁾ OJ C 303, 8.9.2014.

Judgment of the Court (Fourth Chamber) of 26 November 2015 (request for a preliminary ruling from the Oberster Gerichtshof — Austria) — Verein für Konsumenteninformation v A1 Telekom Austria AG

(Case C-326/14) ⁽¹⁾

(Reference for a preliminary ruling — Directive 2002/22/EC — Electronic communications networks and services — Users’ rights — Right of subscribers to terminate their contract without penalty — Changes to charges under terms of the contract — Increase in charges in line with increase in the consumer price index)

(2016/C 038/08)

Language of the case: German

Referring court

Oberster Gerichtshof