

Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on 12 November 2015 — Lietuvos Respublikos transporto priemonių draudikų biuras v Gintaras Dockeyičius and Jurgita Dockeyičienė

(Case C-587/15)

(2016/C 027/21)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Appellant in cassation: Lietuvos Respublikos transporto priemonių draudikų biuras

Other parties to the proceedings in cassation: Gintaras Dockeyičius and Jurgita Dockeyičienė

Questions referred

1. Are Articles 2, 10(1) and (4) and 24(2) of Directive 2009/103 ⁽¹⁾, Articles 3(4), 5(1) and (4), 6(1) and 10 of the Internal Regulations, and Article 47 of the Charter (together or separately, but without limitation to the aforementioned provisions) to be understood and interpreted as meaning that, in the case where:

- a national insurers' bureau (Bureau A) pays compensation to the party injured in a road traffic accident in the Member State in which that bureau is established because the national of another Member State who was responsible for the damage was not insured against civil liability;
- by reason of that compensation, Bureau A is subrogated to the injured party in his rights and seeks reimbursement of the costs incurred in the settlement of the claim from the national insurers' bureau in the country of origin of the person responsible (Bureau B);
- Bureau B, without carrying out any independent investigation or requesting additional information, accedes to the request for reimbursement made by Bureau A;
- Bureau B brings legal proceedings against the defendants (the person responsible and the owner of the vehicle) seeking indemnification of the expenses which it incurred,

the applicant in those proceedings (Bureau B) can base its claim against the defendants (the person responsible and the owner of the vehicle) solely on the fact of the payment of the costs made to Bureau A and it (the applicant) is not under any obligation to establish that the conditions governing the civil liability of the defendant/person responsible were satisfied (his fault, unlawful acts, the causal link and the amount of damage), and is not under any obligation to establish that the foreign law was properly applied when the injured party was compensated?

2. Are point (c) of the fifth subparagraph of Article 24(1) of Directive 2009/103 and Article 3(1) and (4) of the Internal Regulations (together or separately, but without limitation to the aforementioned provisions) to be understood and interpreted as meaning that Bureau A must, before taking a final decision to pay compensation for the damage suffered by the injured party, inform, in a clear and comprehensible manner (including in regard to the language in which the information is provided), the person responsible and the owner of the vehicle (if not the same person) about the initiation of the claim-handling process and its progress, and give them sufficient time to submit their comments on, or objections to, the decision to be taken to pay compensation and/or the amount of that compensation?

3. If the answer to Question 1 is in the negative (*that is to say, the defendants (the person responsible and the owner of the vehicle) may require the applicant (Bureau B) to provide proof or may raise any objections or doubts concerning, inter alia, the circumstances of the road traffic accident, the application of the regulatory framework relating to civil liability of the person responsible, the amount of the damage and how it was calculated*), are Articles 2, 10(1) and 24(2) of Directive 2009/103 and the second subparagraph of Articles 3(4) of the Internal Regulations (together or separately, but without limitation to the aforementioned provisions) to be understood and interpreted as meaning that, notwithstanding the fact that Bureau B did not, before the final decision was taken, request Bureau A to provide information on the interpretation of the legislation applicable in the country in which the road accident occurred and on the settlement of the claim, Bureau A must in any event provide that information to Bureau B if the latter subsequently requests it, together with any other information necessary for Bureau B establish its claim [for indemnification] against the defendants (the person responsible and the owner of the vehicle)?
4. If the answer to Question 2 is in the affirmative (*that is to say, Bureau A is required to inform the person responsible and the owner of the vehicle about the claim-settlement process and to provide them with an opportunity to submit objections concerning liability or the amount of the damage*), what consequences will failure on the part of Bureau A to comply with its duty to provide information entail for:
- (a) the obligation of Bureau B to accede to the request for reimbursement presented by Bureau A;
 - (b) the obligation of the person responsible and the owner of the vehicle to indemnify Bureau B for the expenses which it has incurred?
5. Are Articles 5(1) and 10 of the Internal Regulations to be understood and interpreted as meaning that the amount paid as compensation by Bureau A to the injured party is to be regarded as a non-reimbursable risk assumed by Bureau A itself (unless that risk is assumed by Bureau B) rather than a pecuniary obligation on the other person involved in the same road traffic accident, regard being had, *a fortiori*, to the circumstances of the present case:
- *initially, the compensation body (Bureau A) rejected the injured party's claim for compensation;*
 - *for that reason, the injured party brought a legal action seeking compensation;*
 - *that action brought against Bureau A was dismissed by the lower courts as being unfounded and not supported by evidence;*
 - *an amicable settlement between the injured party and Bureau A was reached only in a higher court, when the latter pointed out that, if the parties refused to enter into an amicable settlement, the case would be referred back for fresh examination;*
 - *Bureau A justified its decision to enter into an amicable settlement essentially on the basis that this would avoid additional costs due to prolonged litigation;*
 - *in the present proceedings, no court has established the liability (fault) of the defendant involved in the road traffic accident?*

⁽¹⁾ Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability (OJ 2009 L 263, p. 11).