

2. Article 15(1) of Directive 90/619, as amended by Directive 92/96, in conjunction with Article 31 of Directive 92/96, must be interpreted as meaning that, where no information is provided by the assurance undertaking to the policyholder concerning the latter's right of cancellation or where the information provided by the assurance undertaking is so incorrect that it essentially limits the circumstances in which the policyholder can exercise his or her right of cancellation as compared with the circumstances in which he or she could have done so if that information had been correct, the period for exercising the right of cancellation shall not start to run, even if the policyholder has become aware of the existence of the right of cancellation by other means.
3. Article 15(1) of Directive 90/619, as amended by Directive 92/96, in conjunction with Article 31 of Directive 92/96, and Article 35(1) of Directive 2002/83, in conjunction with Article 36(1) of that directive, must be interpreted as meaning that, once the contract has been terminated and all obligations arising from it have been complied with, including, in particular, the payment by the assurance undertaking of the surrender value, the policyholder may still exercise his or her right of cancellation provided that the law applicable to the contract does not determine the legal effects arising where either no information is provided in respect of the right of cancellation or incorrect information is provided.
4. Article 15(1) of Directive 90/619, as amended by Directive 92/96, Article 35(1) of Directive 2002/83 and Article 185(1) of Directive 2009/138 must be interpreted as precluding national legislation under which an assurance undertaking is required to reimburse to a policyholder who has exercised his or her right of cancellation only the surrender value.
5. Article 15(1) of Directive 90/619, as amended by Directive 92/96, Article 35(1) of Directive 2002/83 and Article 186(1) of Directive 2009/138 must be interpreted as not precluding national legislation providing for a limitation period of 3 years for the exercise of the right to remuneration interest, associated with the repayment of sums that were not payable, requested by a policyholder who has exercised his or her right of cancellation, provided that establishment of such a period does not undermine the effectiveness of that policyholder's right of cancellation, such a matter being for the referring court in Case C-479/18 to verify.

(¹) OJ C 294, 20.8.2018.
OJ C 427, 26.11.2018.

Judgment of the Court (Second Chamber) of 19 December 2019 (request for a preliminary ruling from the Consiglio di Stato — Italy) — Arriva Italia Srl, Ferrotramviaria SpA, Consorzio Trasporti Aziende Pugliesi (CO.TRA.P) v Ministero delle Infrastrutture e dei Trasporti

(Case C-385/18) (¹)

(Reference for a preliminary ruling — State aid — Notion — Public railway undertaking in difficulties — Aid measures — Allocation of financial aid — Aim — Continued operation of the public railway undertaking — Allocation to and shareholding in the capital of that public undertaking — Transfer to the capital of another public undertaking — Private investor test — Prior notification obligation for new aid)

(2020/C 68/05)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Applicants: Arriva Italia Srl, Ferrotramviaria SpA, Consorzio Trasporti Aziende Pugliesi (CO.TRA.P)

Defendant: Ministero delle Infrastrutture e dei Trasporti

Joined parties: Ferrovie dello Stato Italiane SpA, Gestione Commissariale per le Ferrovie del Sud Est e Servizi Automobilistici Srl a socio unico, Autorità Garante della Concorrenza e del Mercato

Operative part of the judgment

1. Article 107 TFEU must be interpreted as meaning that, subject to the verifications to be carried out by the referring court, both the allocation of a sum of money to a public undertaking in serious financial difficulties and the transfer of the entire shareholding of a Member State in the capital of that undertaking to another public undertaking, for no consideration but in exchange for an obligation on the part of the latter to remedy the asset imbalance of the former undertaking, can be classified as ‘State aid’ within the meaning of Article 107 TFEU.
2. EU law must be interpreted as meaning that, where measures such as the allocation of a sum of money to a public undertaking in serious financial difficulties or the transfer of the entire shareholding of a Member State in the capital of that undertaking to another public undertaking, for no consideration but in exchange for an obligation on the part of the latter to remedy the asset imbalance of the former, are classified as ‘State aid’ within the meaning of Article 107 TFEU, it is for the referring court to draw all the necessary inferences from the fact that the Commission was not notified of that aid, contrary to Article 108(3) TFEU, and that aid must therefore be regarded as being unlawful.

(¹) OJ C 294, 20.8.2018.

Judgment of the Court (Grand Chamber) of 19 December 2019 — Patrick Grégor Puppinck and Others v Republic of Poland, European Commission, European Parliament, Council of the European Union, European Citizens’ Initiative One of Us

(Case C-418/18 P) (¹)

(Appeal — Institutional law — Citizens’ initiative ‘One of us’ — Communication from the European Commission setting out its conclusions and the reasons for not taking the action requested in the citizens’ initiative)

(2020/C 68/06)

Language of the case: English

Parties

Appellants: Patrick Grégor Puppinck, Filippo Vari, Josephine Quintavalle, Edith Frivaldszky, Jakub Baltroszewicz, Alicia Latorre Canizares, Manfred Liebner (represented by: R. Kiska, Solicitor, P. Diamond, Barrister)

Other parties to the proceedings: European Citizens’ Initiative One of Us, European Commission (represented by: H. Krämer, acting as Agent), Republic of Poland, European Parliament, Council of the European Union

Operative part of the judgment

The Court:

1. Dismisses the appeal;
2. Orders Mr Patrick Grégor Puppinck, Mr Filippo Vari, Ms Josephine Quintavalle, Ms Edith Frivaldszky, Mr Jakub Baltroszewicz, Ms Alicia Latorre Canizares and Mr Manfred Liebner to bear their own costs and to pay those incurred by the European Commission.

(¹) OJ C 341, 24.9.2018.