



Reports of Cases

JUDGMENT OF THE COURT (Eighth Chamber)

30 June 2022*

(Reference for a preliminary ruling – Judicial cooperation in civil matters – Jurisdiction and the enforcement of judgments in civil and commercial matters – Regulation (EU) No 1215/2012 – Jurisdiction in insurance matters – Article 11(1)(b) – Action brought by the policyholder, the insured or a beneficiary – Possibility of suing the insurer in the courts for the place where the claimant is domiciled – Determination of the international and local jurisdiction of a court of a Member State – Article 13(2) – Actions brought by the injured party directly against the insurer – Insurer domiciled in a Member State and having an establishment in another Member State sued in the court within whose jurisdiction that establishment is situated)

In Case C-652/20,

REQUEST for a preliminary ruling under Article 267 TFEU from the Tribunalul București (Regional Court, Bucharest, Romania), made by decision of 28 September 2020, received at the Court on 2 December 2020, in the proceedings

HW,

ZF,

MZ

v

Allianz Elementar Versicherungs AG,

THE COURT (Eighth Chamber),

composed of N. Jääskinen (Rapporteur), President of the Chamber, M. Safjan and M. Gavalec, Judges,

Advocate General: J. Richard de la Tour,

Registrar: A. Calot Escobar,

having regard to the written procedure,

* Language of the case: Romanian.

having considered the observations submitted on behalf of:

- the Romanian Government, by E. Gane and L. Lițu, acting as Agents,
- the European Commission, by A. Biolan and S. Noë, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

Judgment

- 1 This request for a preliminary ruling concerns the interpretation of Article 11(1)(b) of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2012 L 351, p. 1).
- 2 The request has been made in proceedings between HW, ZF and MZ, three natural persons domiciled in Romania, and Allianz Elementar Versicherungs AG, a company established in Austria but represented by its Romanian counterpart, concerning an action for damages brought by those three persons, who claim to be the beneficiaries of an insurance contract concluded between that company and the person responsible for an accident which caused the death of a member of their family.

Legal context

- 3 Recitals 15, 16, 18 and 34 of Regulation No 1215/2012 read as follows:
 - ‘(15) The rules of jurisdiction should be highly predictable and founded on the principle that jurisdiction is generally based on the defendant’s domicile. Jurisdiction should always be available on this ground save in a few well-defined situations in which the [subject matter] of the dispute or the autonomy of the parties warrants a different connecting factor. The domicile of a legal person must be defined autonomously so as to make the common rules more transparent and avoid conflicts of jurisdiction.
 - (16) In addition to the defendant’s domicile, there should be alternative grounds of jurisdiction based on a close connection between the court and the action or in order to facilitate the sound administration of justice. The existence of a close connection should ensure legal certainty and avoid the possibility of the defendant being sued in a court of a Member State which he could not reasonably have foreseen. ...
- ...
- (18) In relation to insurance, consumer and employment contracts, the weaker party should be protected by rules of jurisdiction more favourable to his interests than the general rules.

...

- (34) Continuity between the [Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters (OJ 1972 L 299, p. 32)], [Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001 L 12, p. 1)] and this Regulation should be ensured, and transitional provisions should be laid down to that end. The same need for continuity applies as regards the interpretation by the Court of Justice of the European Union of [that convention] and of the Regulations replacing it.’
- 4 Chapter II of Regulation No 1215/2012, which is entitled ‘Jurisdiction’, contains a Section 1, headed ‘General provisions’, which in turn contains Articles 4 to 6 of that regulation.
- 5 Article 4(1) of that regulation provides:
- ‘Subject to this Regulation, persons domiciled in a Member State shall, whatever their nationality, be sued in the courts of that Member State.’
- 6 Article 5(1) of that regulation provides:
- ‘Persons domiciled in a Member State may be sued in the courts of another Member State only by virtue of the rules set out in Sections 2 to 7 of this Chapter.’
- 7 In Section 2 of Chapter II, under the heading ‘Special jurisdiction’, Article 7(5) of Regulation No 1215/2012 provides:
- ‘A person domiciled in a Member State may be sued in another Member State:
- ...
- (5) as regards a dispute arising out of the operations of a branch, agency or other establishment, in the courts for the place where the branch, agency or other establishment is situated;
- ...’
- 8 Section 3 of Chapter II, which has the heading ‘Jurisdiction in matters relating to insurance’, contains Articles 10 to 16 of Regulation No 1215/2012.
- 9 Article 10 of that regulation provides:
- ‘In matters relating to insurance, jurisdiction shall be determined by this Section, without prejudice to Article 6 and point 5 of Article 7.’
- 10 Article 11 of that regulation provides:
- ‘1. An insurer domiciled in a Member State may be sued:
- (a) in the courts of the Member State in which he is domiciled;
- (b) in another Member State, in the case of actions brought by the policyholder, the insured or a beneficiary, in the courts for the place where the claimant is domiciled; or

...

2. An insurer who is not domiciled in a Member State but has a branch, agency or other establishment in one of the Member States shall, in disputes arising out of the operations of the branch, agency or establishment, be deemed to be domiciled in that Member State.’

11 Under Article 13 of that regulation:

‘1. In respect of liability insurance, the insurer may also, if the law of the court permits it, be joined in proceedings which the injured party has brought against the insured.

2. Articles 10, 11 and 12 shall apply to actions brought by the injured party directly against the insurer, where such direct actions are permitted.

...’

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

12 On 22 December 2017, the driver of a vehicle and a passenger were killed in a road traffic accident which was, at least in part, the fault of the driver. The vehicle concerned was registered in Austria and insured with Allianz Elementar Versicherung, which has its head office in that Member State.

13 On 17 February 2020, in order to obtain compensation for their non-material loss, three members of the extended family of the deceased passenger, all domiciled in Romania, brought proceedings against Allianz Elementar Versicherung, represented by its Romanian counterpart Allianz-Țiriac Asigurări SA, before the Tribunalul București (Regional Court, Bucharest, Romania), within whose jurisdiction the head office of that counterpart is situated.

14 Under the provisions of the Codul de procedură civilă (Code of Civil Procedure), the referring court verified of its own motion that it had international and local jurisdiction.

15 In the light of the judgment of 13 December 2007, *FBTO Schadeverzekeringen* (C-463/06, EU:C:2007:792, paragraph 31), which, in the referring court’s view, concerns equivalent provisions of Regulation No 44/2001, that court considers that the jurisdictional rule in Article 11(1)(b) of Regulation No 1215/2012, which is referred to in Article 13(2) of that regulation, is relevant in the case of a direct action brought by the injured party against the insurer.

16 In that regard, the referring court states that the defendant in the main proceedings is an insurer established in another Member State who has been sued in Romania, not in the court within whose jurisdiction the respective places of domicile of the applicants in the main proceedings, who claim to be the beneficiaries of the insurance policy in question, are located, but in the court within whose jurisdiction the head office of the Romanian counterpart of the insurer is situated.

17 Having made those observations, it expresses doubt as to whether Article 11(1)(b) of Regulation No 1215/2012 merely determines the international jurisdiction of the courts of the Member States, or whether it determines both their international and their domestic – or more specifically local – jurisdiction. It sets out various arguments which, on a literal, contextual or purposive approach, would support one or the other of those positions.

- 18 In those circumstances, the Tribunalul București (Regional Court, Bucharest) decided to stay the proceedings and refer the following question to the Court of Justice for a preliminary ruling:

‘Are the provisions of Article 11(1)(b) of Regulation [No 1215/2012] to be interpreted as relating solely to the international jurisdiction of the Member States [of the European Union] or as also establishing the domestic (local) jurisdiction of the courts for the place where the beneficiary of the insurance policy is domiciled?’

Consideration of the question referred

- 19 By its question, the referring court asks, in essence, whether Article 11(1)(b) of Regulation No 1215/2012 must be interpreted as meaning that, where that provision is applicable, it determines both the international jurisdiction and the local jurisdiction of the court of a Member State within whose jurisdiction the claimant is domiciled.
- 20 As a preliminary point, it must be noted that, in so far as, in accordance with recital 34 of Regulation No 1215/2012, that regulation repeals and replaces Regulation No 44/2001, which itself replaced the Convention of 27 September 1968 on jurisdiction and enforcement of judgments in civil and commercial matters, as amended by successive conventions on the accession of new Member States to that convention (‘the Brussels Convention’), the Court’s interpretation of the provisions of the latter legal instruments also applies to Regulation No 1215/2012 whenever those provisions may be regarded as ‘equivalent’ (judgment of 20 May 2021, *CNP*, C-913/19, EU:C:2021:399, paragraph 30 and the case-law cited).
- 21 The Court has already held that there is such equivalence between Article 9(1)(b) of Regulation No 44/2001 and Article 11(1)(b) of Regulation No 1215/2012, given that the wording of the former is essentially repeated in the latter (see, to that effect, judgment of 31 January 2018, *Hofsoe*, C-106/17, EU:C:2018:50, paragraph 36).
- 22 As regards the corresponding provision of the Brussels Convention, the Court has observed that, in order to enhance the protection given to the economically weaker party, Article 9(1)(b) of Regulation No 44/2001 was drafted in such a way as expressly to enable the insured or a beneficiary under an insurance contract to bring proceedings against the insurer before the courts of their own domicile, and point 2 of the first paragraph of Article 8 of the Brussels Convention provides only for jurisdiction of the courts of the policyholder’s domicile, without determining whether or not the insurer may be sued before the courts of the domicile of the insured or of a beneficiary (see, to that effect, judgment of 12 May 2005, *Société financière et industrielle du Peloux*, C-112/03, EU:C:2005:280, paragraph 41). Thus, Article 9(1)(b) of Regulation No 44/2001, which became Article 11(1)(b) of Regulation No 1215/2012, extended the list of persons able to bring proceedings against the insurer before a court, by comparison with the Brussels Convention (see, to that effect, judgment of 27 February 2020, *Balta*, C-803/18, EU:C:2020:123, paragraph 35).
- 23 Despite the fact that there is, to that extent, a difference between the wording of point 2 of the first paragraph of Article 8 of the Brussels Convention, on the one hand, and that of Article 9(1)(b) of Regulation No 44/2001 and Article 11(1)(b) of Regulation No 1215/2012, on the other, those provisions can be regarded as equivalent, in that they enable an insurer domiciled in, respectively, a Contracting State or a Member State, to be sued in the courts for the place where the claimant is domiciled, where – in the case of the convention – the action is brought by the

policyholder, or – in the case of the regulations – by the policyholder, the insured or a beneficiary under the contract of insurance, provided that the claimant in question is domiciled in, respectively, another Contracting State or another Member State.

- 24 Accordingly, the interpretation given by the Court as regards point 2 of the first paragraph of Article 8 of the Brussels Convention and Article 9(1)(b) of Regulation No 44/2001 applies equally to Article 11(1)(b) of Regulation No 1215/2012.
- 25 Next, before answering the referring court's question, some clarifications must be made, having regard to the circumstances of the main proceedings.
- 26 Under Article 11(1)(b) of Regulation No 1215/2012, in the case of an action brought against an insurer domiciled in a Member State by the policyholder, the insured or a beneficiary of a contract of insurance, the insurer domiciled in a Member State may be sued in another Member State, and more specifically in the courts for the place where the claimant is domiciled.
- 27 In the present case, first, it is apparent from the order for reference that the main proceedings were brought against an insurance company domiciled in Austria which is 'represented by its Romanian counterpart', according to the information provided by the referring court. In that regard, it should be noted that findings made by the referring court as to the facts of the main proceedings and as to the provisions of national law cannot be called into question, in accordance with the settled case-law on the separation of functions between national courts and the Court of Justice in proceedings under Article 267 TFEU (see, to that effect, judgments of 21 October 2021, *Wilo Salmson France*, C-80/20, EU:C:2021:870, paragraph 47, and of 21 December 2021, *Trapeza Peiraios*, C-243/20, EU:C:2021:1045, paragraph 26).
- 28 However, in order to give the referring court all the information which may be of use in resolving the dispute before it, its attention should be drawn, in that context, to those provisions of Regulation No 1215/2012 which lay down rules of special jurisdiction with regard to disputes arising out of the operations of a branch, agency or other establishment, and more specifically to Article 7(5) of that regulation, the application of which is reserved, in matters relating to insurance, by Article 10 of the regulation. The order for reference does not indicate whether the action brought by the applicants in the main proceedings might constitute such a dispute, but it is in any event a matter for that court to decide and, if appropriate, to have regard to those further provisions in verifying its own jurisdiction, taking account of the criteria established by the Court's case-law in that field (see, in particular, judgment of 20 May 2021, *CNP*, C-913/19, EU:C:2021:399, paragraphs 51 and 52).
- 29 Second, in its written observations, the European Commission submits that although the referring court has indicated that the applicants in the main proceedings are 'beneficiaries' within the meaning of Article 11(1)(b) of Regulation No 1215/2012, the dispute in the main proceedings in fact relates to a direct action brought by injured parties – and not beneficiaries – against the insurer, which means that that provision is applicable in that dispute only by virtue of Article 13(2) of that regulation.
- 30 In that regard, it should be observed that the referring court does indeed describe the applicants in the main proceedings – who are members of the extended family of the passenger who died in the accident caused by the driver of the insured vehicle – as 'beneficiaries of the insurance policy' in question. However, to support the view that Article 11(1)(b) of Regulation No 1215/2012 is applicable in the main proceedings, the referring court has cited the judgment of

13 December 2007, *FBTO Schadeverzekeringen* (C-463/06, EU:C:2007:792, paragraph 31), which states that ‘the reference in Article 11(2) of Regulation No 44/2001 to Article 9(1)(b) of that regulation is to be interpreted as meaning that the injured party may bring an action directly against the insurer before the courts for the place in a Member State where that injured party is domiciled, provided that a direct action is permitted and the insurer is domiciled in a Member State’. The provisions thus referred to in that judgment are equivalent, respectively, to Article 13(2) and Article 11(1)(b) of Regulation No 1215/2012 (see, to that effect, judgment of 31 January 2018, *Hofsoe*, C-106/17, EU:C:2018:50, paragraph 36).

- 31 In those circumstances, Article 11(1)(b) of Regulation No 1215/2012 does appear to be applicable to the main proceedings, by virtue of the reference to that provision that is made in Article 13(2) of that regulation.
- 32 Accordingly, the referring court will need to establish, before potentially applying Article 11(1)(b) of Regulation No 1215/2012 to the main proceedings, whether the procedural rules of Romanian law enable persons who may be entitled to compensation to bring a direct action against the insurer, which, under Article 13(2) of that regulation, would result in Articles 10 to 12 of that regulation being applicable (see, to that effect, judgment of 31 January 2018, *Hofsoe*, C-106/17, EU:C:2018:50, paragraph 35). The Court has held that the purpose of the reference in Article 13(2) of Regulation No 1215/2012 is to add injured parties to the list of claimants contained in Article 11(1)(b) of that regulation, without restricting the category of persons having suffered damage to those suffering it directly (see, to that effect, judgment of 20 May 2021, *CNP*, C-913/19, EU:C:2021:399, paragraph 38).
- 33 Those preliminary remarks all having been made, it should be observed that, in accordance with settled case-law, in interpreting a provision of EU law, it is necessary to consider not only its wording, but also the context in which it occurs and the objectives pursued by the rules of which it is part. The origins of a provision of EU law may also provide information relevant to its interpretation (judgment of 2 September 2021, *CRCAM*, C-337/20, EU:C:2021:671, paragraph 31 and the case-law cited).
- 34 In the first place, with regard to the wording of Article 11(1)(b) of Regulation No 1215/2012, it should be observed that the question posed by the Tribunalul București (Regional Court, Bucharest) focuses on the last part of that provision.
- 35 It must be stated, however, that the Romanian language version of Article 11(1)(b) is – like the English and Finnish language versions – different in that respect from, inter alia, the Spanish, Danish, German, French, Italian, Dutch, Polish, Portuguese and Swedish language versions. In the first set of language versions, the final part of the provision refers to ‘the courts for the place where the claimant is domiciled’, while in the second set it refers to ‘the court for the place where the claimant is domiciled’. It is thus apparent that the plural ‘courts’, which appears in the question referred, was not used in numerous language versions of the provision to be interpreted.
- 36 In accordance with settled case-law, the wording used in one language version of a provision of EU law cannot serve as the sole basis for the interpretation of that provision or be given priority over the other language versions in that regard. The need for uniform application and, therefore, for uniform interpretation of an EU measure precludes one version of the text being considered in isolation, but requires that the measure be interpreted by reference to the general scheme and purpose of the rules of which it forms part (judgment of 10 December 2020, *Personal Exchange International*, C-774/19, EU:C:2020:1015, paragraph 27 and the case-law cited).

- 37 In that regard, as the referring court, the Romanian Government and the Commission have all pointed out in their written observations, it is particularly enlightening to compare the wording of Article 11(1)(b) of Regulation No 1215/2012, to which the referring court's question relates, with that of Article 11(1)(a). The ground of jurisdiction adopted by the EU legislature in the former provision contains a specific reference to the 'place where the claimant is domiciled', whereas the ground in the latter provision contains a general reference to 'the Member State in which [the insurer] is domiciled'.
- 38 That difference in wording militates in favour of the interpretation according to which Article 11(1)(b) of Regulation No 1215/2012 is intended to designate a specific court within a Member State directly, without reference to the rules of allocation of local jurisdiction in force in that Member State, and thus to determine not only international jurisdiction but also local jurisdiction, in the cases where that provision applies.
- 39 As has been observed by the referring court and by the Commission in its written observations, the interpretation set out in the preceding paragraph of this judgment is supported by analogous judgments in which the Court has interpreted various provisions of Article 7 of Regulation No 1215/2012 – also worded in such a way as to designate a specific 'place' within a Member State – as determining both international jurisdiction and local jurisdiction. Those judgments relate, in particular, to the first indent of Article 7(1)(b) of that regulation, which is equivalent to the first indent of Article 5(1)(b) of Regulation No 44/2001 (see, to that effect, judgment of 3 May 2007, *Color Drack*, C-386/05, EU:C:2007:262, paragraph 30), the second indent of Article 7(1)(b) of Regulation No 1215/2012 (see, to that effect, judgment of 15 June 2017, *Kareda*, C-249/16, EU:C:2017:472, paragraph 46), and Article 7(2) of that regulation (see, to that effect, judgment of 15 July 2021, *Volvo and Others*, C-30/20, EU:C:2021:604, paragraphs 33 and 43).
- 40 The analogy with those judgments is also supported by the report by Mr P. Jenard on the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters (OJ 1979 C 59, p. 1). On page 31 of that report, it is stated that point 1 of the first paragraph of Article 8 of the Brussels Convention 'determines only general jurisdiction, namely the jurisdiction of the courts of the State where the insurer is domiciled', such that 'each State must then apply its internal law to determine which court has jurisdiction', whereas the purpose of point 2 of the first paragraph of that article is to provide that 'if the insurer is sued outside the State in which he is domiciled, the proceedings must be instituted in a specifically determined court, in accordance with the principles already adopted in Article 5 [of that convention]'.
- 41 Given, first, that the rules of jurisdiction in matters relating to insurance set out in points 1 and 2 of the first paragraph of Article 8 of the Brussels Convention are essentially equivalent to those contained in Article 11(1)(a) and (b) of Regulation No 1215/2012, and second, that the rules of jurisdiction in matters relating to a contract and matters relating to tort or delict set out in Article 5(1) and (3) of that convention are essentially equivalent to those contained in Article 7(1) and (2) of that regulation, the report referred to in the preceding paragraph of this judgment, and in particular the parallel drawn at the end of the passage quoted in that paragraph, supports the interpretation that the use of 'the place' in Article 11(1)(b) of that regulation indicates that that provision designates a specifically determined court, and thus directly fixes local jurisdiction, just as the Court has held the analogous formulations used in Article 7(1) and (2) of that regulation to do.

- 42 It follows from the foregoing that even on an initial, literal interpretation of Article 11(1)(b) of Regulation No 1215/2012, it can be seen that that provision determines both the international jurisdiction and the local jurisdiction of the court of a Member State within whose jurisdiction the claimant is domiciled.
- 43 In the second place, that interpretation is supported by an analysis of the context of the provision. In that regard, it should be borne in mind that, pursuant to Article 4(1) of Regulation No 1215/2012, persons domiciled in a Member State are, in principle, to be sued in the courts of that Member State. Similarly, recital 15 of that regulation states that the rules of jurisdiction it contains are founded on the principle that jurisdiction is generally based on the defendant's domicile, and that jurisdiction should always be available on that ground, save in a few well-defined situations.
- 44 Article 5(1) of Regulation No 1215/2012 provides that, by way of derogation from that principle, persons domiciled in a Member State may be sued in the courts of another Member State by virtue of the rules set out in Sections 2 to 7 of Chapter II of that regulation.
- 45 With regard, more specifically, to Section 3 of Chapter II of that regulation, which contains Article 11(1)(b), it is well settled that that section establishes an autonomous system for the allocation of jurisdiction in insurance matters, as is apparent, in particular, from the heading of that section and from Article 10 of that regulation (see, to that effect, judgments of 21 October 2021, *T.B. and D. (Jurisdiction in matters relating to insurance)*, C-393/20, not published, EU:C:2021:871, paragraph 29, and of 9 December 2021, *BT (Action against the insured)*, C-708/20, EU:C:2021:986, paragraph 26).
- 46 Given that the rule allocating jurisdiction to the courts for the place where the claimant is domiciled, which is contained in Article 11(1)(b) of Regulation No 1215/2012, constitutes a derogation from the principle that jurisdiction is based on the defendant's domicile, it must be interpreted strictly, which precludes an interpretation going beyond the cases expressly envisaged by that regulation (see, by analogy, judgments of 20 May 2021, *CNP*, C-913/19, EU:C:2021:399, paragraph 49, and of 21 October 2021, *T.B. and D. (Jurisdiction in matters relating to insurance)*, C-393/20, not published, EU:C:2021:871, paragraph 42).
- 47 The need for that provision to be interpreted strictly is all the greater for the fact that, as the Court has stated in relation to the equivalent provision in point 2 of the first paragraph of Article 8 of the Brussels Convention, the framers of that convention demonstrated their hostility towards the attribution of jurisdiction to the courts of the claimant's domicile otherwise than in the cases for which it expressly provides (see, to that effect, judgment of 13 July 2000, *Group Josi*, C-412/98, EU:C:2000:399, paragraphs 69 to 72).
- 48 Thus, it cannot be considered that, in designating 'the courts for the place where the claimant is domiciled', Article 11(1)(b) of Regulation No 1215/2012 allocates jurisdiction to all the courts of the Member State in which the claimant is domiciled.
- 49 In the third and last place, as regards the objectives pursued by the provisions which are relevant to the present case, it should be observed that, according to the case-law of the Court, it is apparent from recital 18 of Regulation No 1215/2012 that actions in insurance matters are characterised by a certain imbalance between the parties, which the provisions of Section 3 of Chapter II of that regulation are intended to correct by giving the weaker party the benefit of

rules of jurisdiction more favourable to his or her interests than the general rules (judgment of 9 December 2021, *BT (Action against the insured)*, C-708/20, EU:C:2021:986, paragraph 32 and the case-law cited).

- 50 In particular, the rule of special jurisdiction contained in Article 11(1)(b) of that regulation, in common with all the rules in Section 3 of Chapter II of the regulation, is designed to ensure that a weaker party who intends to bring an action against a stronger party can do so before a court of a Member State which is easily accessible (see, to that effect, judgments of 27 February 2020, *Balta*, C-803/18, EU:C:2020:123, paragraph 28, and of 21 October 2021, *T.B. and D. (Jurisdiction in matters relating to insurance)*, C-393/20, not published, EU:C:2021:871, paragraph 46).
- 51 More specifically, it has been held that heirs of the victim of a road traffic accident, such as the applicants in the main proceedings, must have the ability to sue in the *forum actoris* as permitted by Article 11(1)(b) of Regulation No 1215/2012, read in conjunction with Article 13(2) of that regulation (see, to that effect, judgment of 21 October 2021, *T.B. and D. (Jurisdiction in matters relating to insurance)*, C-393/20, not published, EU:C:2021:871, paragraphs 30 and 31 and the case-law cited).
- 52 In contrast, Article 11(1)(b) of that regulation cannot be understood as meaning, as the referring court envisages, that the claimants concerned have the option to sue not only in the court within whose jurisdiction they are domiciled, but in any other court of the Member State where they are domiciled. That provision is in no way intended to permit forum shopping – which, furthermore, would not be consistent with the other objectives pursued by Regulation No 1215/2012.
- 53 As the Romanian Government stated in its written observations, the protective aim of Article 11(1)(b) of that regulation is already undermined by offering any claimant coming within that provision, or in other words the policyholder, the insured or a beneficiary of the policy, a choice between the courts of the Member State where the defendant insurer is domiciled and the court within whose jurisdiction the claimant is domiciled.
- 54 Furthermore, in accordance with recital 16 of Regulation No 1215/2012, the provisions of that regulation must be interpreted in the light of the objective of facilitating the proper administration of justice (judgment of 9 December 2021, *BT (Action against the insured)*, C-708/20, EU:C:2021:986, paragraph 35). It is also apparent from that recital that the principle that the courts of the defendant's domicile have jurisdiction has been supplemented by the EU legislature, by way of derogation, by attributing jurisdiction to other forums on the basis of a close connection between the court and the action. The recital states that the existence of such a connection should ensure legal certainty and avoid the possibility of the defendant being sued in a Member State which he could not reasonably have foreseen. Ensuring that the rules of jurisdiction are highly predictable, particularly from the point of view of the defendant, is also mentioned as an objective in recital 15 of that regulation.
- 55 In that context, it should be observed that interpreting Article 11(1)(b) of Regulation No 1215/2012 as directly designating a specific court, namely the court within whose jurisdiction the claimant is domiciled, without reference to the internal rules of the Member States, ensures not only that the one court to which jurisdiction is thus allocated has a particularly close connection with the action concerned, but also that that court is both easy for the claimant to identify and reasonably predictable from the point of view of the defendant.

- 56 For the sake of completeness, it should be stated that, on the other hand, the delimitation of the court's jurisdiction within which the place where the claimant is domiciled, within the meaning of Article 11(1)(b), is situated, is as a rule a matter for the organisational competence of the Member State to which that court belongs (see, by analogy, judgment of 15 July 2021, *Volvo and Others*, C-30/20, EU:C:2021:604, paragraph 34).
- 57 In the light of all the foregoing considerations, the answer to the question referred is that Article 11(1)(b) of Regulation No 1215/2012 must be interpreted as meaning that, where that provision is applicable, it determines both the international jurisdiction and the local jurisdiction of the court of a Member State within whose jurisdiction the claimant is domiciled.

Costs

- 58 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring 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 (Eighth Chamber) hereby rules:

Article 11(1)(b) of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that, where that provision is applicable, it determines both the international jurisdiction and the local jurisdiction of the court of a Member State within whose jurisdiction the claimant is domiciled.

[Signatures]