

Parties to the main proceedings

Applicant: Euler Hermes SA Magyarországi Fióktelepe

Defendant: Nemzeti Adó- és Vámhivatal Fellebbviteli Igazgatósága

Operative part of the judgment

Article 90(1) of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as amended by Council Directive 2010/45/EU of 13 July 2010, and the principle of fiscal neutrality

must be interpreted as not precluding legislation of a Member State under which the reduction of the taxable amount in the event of non-payment, provided for in that provision, is not applied to an insurer who, under a contract for the insurance of trade debts, pays the insured person, by way of compensation following non-payment of a debt, part of the taxable amount of the taxable transaction at issue including value added tax, even though, pursuant to that contract, that part of the debt together with all associated rights have been assigned to that insurer.

(¹) OJ C 471, 22.11.2021.

Judgment of the Court (Third Chamber) of 9 February 2023 (request for a preliminary ruling from the Oberster Gerichtshof — Austria) — UniCredit Bank Austria AG v Verein für Konsumenteninformation

(Case C-555/21, (¹) UniCredit Bank Austria)

(Reference for a preliminary ruling — Consumer protection — Directive 2014/17/EU — Credit agreements for consumers relating to residential immovable property — Article 25(1) — Early repayment — Consumer’s right to a reduction in the total cost of the credit, consisting of the interest and the costs for the remaining duration of the contract — Article 4(13) — Concept of ‘total cost of the credit to the consumer’ — Costs that are independent of the duration of the agreement)

(2023/C 112/06)

Language of the case: German

Referring court

Oberster Gerichtshof

Parties to the main proceedings

Applicant: UniCredit Bank Austria AG

Defendant: Verein für Konsumenteninformation

Operative part of the judgment

Article 25(1) of Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010

must be interpreted as not precluding national legislation which provides that the consumer’s right to a reduction in the total cost of the credit in the event of early repayment of that credit includes only interest and costs which are dependent on the duration of the contract.

(¹) OJ C 513, 20.12.2021.