

Parties to the main proceedings

Appellant: T. S.A.

Respondent: Przewodniczący Krajowej Rady Radiofonii i Telewizji

Question referred

Must Article 20(2) of Directive 2010/13/EU of the European Parliament and of the Council of 10 March 2010 on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the provision of audiovisual media services (Audiovisual Media Services Directive), ⁽¹⁾ in conjunction with Article 4(1) thereof, and Articles 11 and 20 of the Charter of Fundamental Rights of the European Union, be interpreted as precluding national legislation which prohibits only television broadcasters from placing advertisements in their children's programmes, but places no such prohibition on the broadcasters of on-demand audiovisual media services?

⁽¹⁾ OJ 2010 L 95, p. 1.

Request for a preliminary ruling from the Landgericht Erfurt (Germany) lodged on 18 January 2022 — XXX v Helvetia schweizerische Lebensversicherungs-AG

(Case C-41/22)

(2022/C 198/31)

Language of the case: German

Referring court

Landgericht Erfurt

Parties to the main proceedings

Applicant: XXX

Defendant: Helvetia schweizerische Lebensversicherungs-AG

Questions referred

1. Does EU law, in particular Article 15(1) of the Second Life Assurance Directive, ⁽¹⁾ Article 31 of the Third Life Assurance Directive ⁽²⁾ and Article 35(1) of Directive 2002/83/EC, ⁽³⁾ read where appropriate in the light of Article 38 of the Charter of Fundamental Rights of the European Union, preclude national legislation or case-law under which a policyholder — who has legitimately exercised his or her right of cancellation — is required to bear the burden of demonstration and proof for the purpose of quantifying the benefits of use derived by the insurer itself? Where such an imposition of the burden of demonstration and proof is permissible, does EU law, especially the principle of effectiveness, require that the policyholder enjoy, in return, rights to information or some other assistance from the insurer that will enable him or her to enforce his or her rights?
2. Is an insurer which provided the policyholder with no information or only incorrect information on his or her right of cancellation prohibited from relying on forfeiture, abuse of rights or lapse of time to prevent the exercise of the policyholder's resultant rights, including the right of cancellation?

3. Is an insurer which provided the policyholder with no consumer information or only incomplete or incorrect consumer information prohibited from relying on forfeiture, abuse of rights or lapse of time to prevent the exercise of the policyholder's resultant rights, including the right of cancellation?

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- (¹) Council Directive 90/619/EEC of 8 November 1990 on the coordination of laws, regulations and administrative provisions relating to direct life assurance, laying down provisions to facilitate the effective exercise of freedom to provide services and amending Directive 79/267/EEC (OJ 1990 L 330, p. 50).
- (²) Council Directive 92/96/EEC of 10 November 1992 on the coordination of laws, regulations and administrative provisions relating to direct life assurance and amending Directives 79/267/EEC and 90/619/EEC (third life assurance Directive) (OJ 1992 L 360, p. 1).
- (³) Directive 2002/83/EC of the European Parliament and of the Council of 5 November 2002 concerning life assurance (OJ 2002 L 345, p. 1).

**Request for a preliminary ruling from the Sąd Najwyższy (Poland) lodged on 18 January 2022 —
Prokurator Generalny**

(Case C-43/22)

(2022/C 198/32)

Language of the case: Polish

Referring court

Sąd Najwyższy

Parties to the main proceedings

Appellant: Prokurator Generalny

Other parties to the proceedings: D.J., D[X]. J., Ł.J., S.J., Wojewódzkie Pogotowie Ratunkowe w K.

Questions referred

1. Must the second subparagraph of Article 19(1) and Article 5(1) to (3) of the Treaty on European Union, read in conjunction with Articles 47 and 51(1) of the Charter of Fundamental Rights, be interpreted as precluding national rules under which the Minister for Justice of a Member State may, on the basis of criteria which have not been made public, on the one hand, second a judge to a higher civil court with jurisdiction over matters of EU law for a fixed or indefinite period, and, on the other hand, terminate the secondment of that judge at any time by way of a decision which does not contain a statement of reasons?
 2. If the answer to the first question is in the affirmative: must the second subparagraph of Article 19(1) and Article 5(1) to (3) of the Treaty on European Union, read in conjunction with Articles 47 and 51(1) of the Charter of Fundamental Rights, be interpreted as meaning that a national court seised of an appeal against a decision of a court which includes a judge seconded in the manner described in the first question is required to examine of its own motion whether that court is independent and impartial even if the case at issue does not involve a matter of EU law?
 3. If the answer to the second question is in the affirmative: must the second subparagraph of Article 19(1) and Article 5(1) to (3) of the Treaty on European Union, read in conjunction with Articles 47 and 51(1) of the Charter of Fundamental Rights, be interpreted as requiring a court of a Member State to set aside a final court decision whenever it is established that such a seconded judge participated in the examination of the case, and that the court which included the judge in question was not independent and impartial, by means of a legal remedy the purpose of which is to set aside final decisions, such as an extraordinary appeal, or does the determination of the effects of such an infringement come within the procedural autonomy of the Member State?
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