

Questions referred

1. Does EU law, in particular Article 31 of the Third Life Assurance Directive⁽¹⁾ and Article 15(1) of the Second Life Assurance Directive,⁽²⁾ read where appropriate in the light of Article 38 of the Charter of Fundamental Rights of the European Union, preclude national legislation under which full consumer information is only provided with the insurance policy, that is after the consumer has made an application ('policy model')? If so: does that of itself substantiate the consumer's right to object, that is, to demand reversal of the insurance contract? Might the exercise of such a right be prevented by a plea of forfeiture or abuse of rights?
2. Is an insurer which provided the consumer with no information or with incorrect information on his or her right to object prohibited from relying on forfeiture or abuse of rights to prevent the exercise of the consumer's resultant rights, including the right to object?
3. Is an insurer which provided the consumer with no consumer information or with incomplete or incorrect consumer information prohibited from relying on forfeiture or abuse of rights to prevent the exercise of the consumer's resultant rights, including the right to object?
4. Does EU law, in particular Article 15(1) of the Second Life Assurance Directive, Article 31 of the Third Life Assurance Directive 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 has in return rights to information or some other assistance from the insurer that will enable him or her to enforce those rights?

⁽¹⁾ 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).

⁽²⁾ 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).

⁽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 Sofiyski gradski sad (Bulgaria) lodged on 24 November 2022 — criminal proceedings

(Case C-722/22)

(2023/C 45/21)

Language of the case: Bulgarian

Referring court

Sofiyski gradski sad

Question referred

Is it compatible with Article 2 of Framework Decision 2005/212,⁽¹⁾ read in conjunction with the third indent of Article 1 thereof, to interpret a national law as meaning that a heavy goods vehicle (tractor unit and trailer) which members of an organised crime group used for the holding and transport of large quantities of excise goods (cigarettes) without tax markings should not be confiscated as an instrumentality?

⁽¹⁾ Council Framework Decision 2005/212/JHA of 24 February 2005 on Confiscation of Crime-Related Proceeds, Instrumentalities and Property (OJ 2005 L 68, p. 49).
