

where on the basis of the documents sent to him a sensible consumer could have thought that all he had to do to claim the amount held for him was to return an enclosed payment notice, so that the payment of the prize did not depend on an order for and delivery of goods from the undertaking promising the prize, but where a catalogue and a voucher for a trial offer without obligation are sent to the consumer with the prize notification?

If the first question is answered in the affirmative, there is no need to answer the other two questions.

Reference for a preliminary ruling by the Socialgericht Aachen by order of 18 January 2002 in the case of Maria Barth against Landesversicherungsanstalt Rheinprovinz, additional parties (1) PAX Familienfürsorge Krankenversicherung and (2) Landesamt für Besoldung und Versorgung Nordrhein-Westfalen

(Case C-31/02)

(2002/C 109/38)

Reference has been made to the Court of Justice of the European Communities by order of the Socialgericht Aachen (Social Court, Aachen) of 18 January 2002, received at the Court Registry on 4 February 2002, for a preliminary ruling in the case of Maria Barth against Landesversicherungsanstalt Rheinprovinz, additional parties (1) PAX Familienfürsorge Krankenversicherung and (2) Landesamt für Besoldung und Versorgung Nordrhein-Westfalen on the following questions:

1. Are the provisions of Regulation EEC No 1408/71⁽¹⁾ of the Council of 14 June 1971 on the application of social security schemes to employed persons and their families moving within the Community also applicable to the German care insurance regime if cover for the risk of becoming reliant on care under Paragraph 23, in conjunction with Paragraph 110, of Volume XI of the Sozialgesetzbuch (German Code of Social Law, hereinafter 'the SGB'), which relates to Social Care Insurance, is based in whole or in part on a private care insurance policy?
2. Do the contributions payable to the statutory pension insurance scheme by care insurance institutions on behalf of carers not acting in the course of employment pursuant to Paragraph 44 of Volume XI of the SGB, in conjunction with Paragraphs 3(1)(1)(a) and 166(2) of Volume VI of the SGB, which relates to Statutory Pension Insurance, constitute 'sickness benefits' within the meaning of Article 4(1)(a) of Regulation No EEC No 1408/71? If so, may such benefits be payable on behalf of carers who provide care in the country of the competent institution but live in a different Member State?

3. Are carers within the meaning of Paragraph 19 of Volume XI of the SGB workers within the meaning of Article 39 EC? If so, does that preclude denying them the right to have 'pension insurance contributions' paid on their behalf on the basis that they do not have their residence or habitual place of stay in the relevant country?

⁽¹⁾ OJ, English Special Edition 1971 (II), p. 416.

Reference for a preliminary ruling by the Bundesverwaltungsgericht by order of that Court of 8 November 2001 in the case of Landeszahnärztekammer Hessen against Dr Markus Vogel

(Case C-35/02)

(2002/C 109/39)

Reference has been made to the Court of Justice of the European Communities by order of the Bundesverwaltungsgericht (Federal Administrative Court) of 8 November 2001, received at the Court Registry on 12 February 2002, for a preliminary ruling in the case of Landeszahnärztekammer Hessen against Dr Markus Vogel on the following question:

Is it compatible with Article 1 of Council Directive 78/687/EEC⁽¹⁾ of 25 July 1978 concerning the coordination of provisions laid down by law, regulation or administrative action in respect of the activities of dental practitioners (OJ 1978 L 233, p. 10) for national legislation to permit doctors in general to practise dentistry on a permanent basis without having the dental training required by the directive and certified by an appropriate diploma?

Does the answer to this question turn on whether the activity is pursued under the title 'dental practitioner'?

⁽¹⁾ OJ L 233 of 24.8.1978, p. 10.