

Parties to the main proceedings

Appellant: Grenville Hampshire

Respondent: The Board of the Pension Protection Fund

Interested party: Secretary of State for Work and Pensions

Operative part of the judgment

1. Article 8 of Directive 2008/94/EC of the European Parliament and of the Council of 22 October 2008 on the protection of employees in the event of the insolvency of their employer must be interpreted as meaning that every individual employee must receive old-age benefits corresponding to at least 50 % of the value of his accrued entitlement under a supplementary occupational pension scheme in the event of his employer's insolvency.
2. In circumstances such as those in the main proceedings, Article 8 of Directive 2008/94 has direct effect and may, therefore, be invoked before a national court by an individual employee in order to challenge a decision of a body such as the Board of the Pension Protection Fund.

⁽¹⁾ OJ C 78, 13.3.2017.

Judgment of the Court (Fifth Chamber) of 6 September 2018 (request for a preliminary ruling from the Nejvyšší soud České republiky — Czech Republic) — Catlin Europe SE v O.K. Trans Praha spol. s r.o.

(Case C-21/17) ⁽¹⁾

(Reference for a preliminary ruling — Judicial cooperation in civil and commercial matters — European order for payment procedure — Regulation (EC) No 1896/2006 — Issue of an order for payment together with the application for the order — No translation of the application for the order — European order for payment declared enforceable — Application for review after expiry of the period for opposition — Service of judicial and extrajudicial documents — Regulation (EC) No 1393/2007 — Applicability — Article 8 and Annex II — Informing the addressee of the right to refuse to accept a document instituting proceedings that has not been translated — Lack of the standard form — Consequences)

(2018/C 399/08)

Language of the case: Czech

Referring court

Nejvyšší soud České republiky

Parties to the main proceedings

Appellant (defendant at first instance): Catlin Europe SE

Applicant at first instance: O.K. Trans Praha spol. s r.o.

Operative part of the judgment

Regulation (EC) No 1896/2006 of the European Parliament and of the Council of 12 December 2006 creating a European order for payment procedure and Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000 must be interpreted as meaning that, where a European order for payment is served on the defendant without the application for the order, annexed to the order, being written in or accompanied by a translation into a language he is deemed to understand, as required by Article 8(1) of Regulation No 1393/2007, the defendant must be duly informed, by means of the standard form in Annex II to Regulation No 1393/2007, of his right to refuse to accept the document in question.

If that formal requirement is omitted, the procedure must be regularised in accordance with the provisions of Regulation No 1393/2007, by communicating to the addressee the standard form in Annex II to that regulation.

In that case, as a result of the procedural irregularity affecting the service of the European order for payment together with the application for the order, the order does not become enforceable and the period in which the defendant may lodge a statement of opposition cannot start to run, so that Article 20 of Regulation No 1896/2006 cannot apply.

⁽¹⁾ OJ C 112, 10.4.2017.

Judgment of the Court (Grand Chamber) of 4 September 2018 (request for a preliminary ruling from the Supremo Tribunal de Justiça — Portugal) — Fundo de Garantia Automóvel v Alina Antónia Destapado Pão Mole Juliana, Cristiana Micaela Caetano Juliana

(Case C-80/17) ⁽¹⁾

(Reference for a preliminary ruling — Compulsory insurance against civil liability in respect of the use of motor vehicles — Directive 72/166/EEC — Article 3(1) — Second Directive 84/5/EEC — Article 1(4) — Obligation to take out a contract of insurance — Vehicle parked on private land — Right of the compensation body to bring an action against the owner of the uninsured vehicle)

(2018/C 399/09)

Language of the case: Portuguese

Referring court

Supremo Tribunal de Justiça

Parties to the main proceedings

Appellant: Fundo de Garantia Automóvel

Respondents: Alina Antónia Destapado Pão Mole Juliana, Cristiana Micaela Caetano Juliana

Operative part of the judgment

1. Article 3(1) of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability, as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005, must be interpreted as meaning that the conclusion of a contract of insurance against civil liability relating to the use of a motor vehicle is obligatory when the vehicle concerned is still registered in a Member State and is capable of being driven but is parked on private land, solely by the choice of the owner, who no longer intends to drive it.
2. Article 1(4) of Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005, must be interpreted as not precluding national legislation which provides that the body referred to in that provision has the right to bring an action, in addition to an action against the person or persons responsible for the accident, against the person who was subject to the obligation to take out insurance against civil liability in respect of the use of the vehicle which caused the damage or injuries for which compensation was provided by that body, but who had not concluded a contract for that purpose, even if that person has no civil liability for the accident in which the damage or injuries occurred.

⁽¹⁾ OJ C 144, 8.5.2017.