

### Operative part of the judgment

Clause 4(1) of the Framework Agreement on fixed-term work, concluded on 18 March 1999, which is annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, must be interpreted as precluding a national provision, such as that at issue in the main proceedings, which restricts entitlement to particular additional remuneration to teachers employed for an indefinite duration as established public officials, to the exclusion of, in particular, teachers employed under fixed-term contracts governed by public law, if the completion of a certain period of service is the only condition for grant of that additional remuneration.

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(<sup>1</sup>) OJ C 161, 7.5.2018.

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### Judgment of the Court (Second Chamber) of 20 June 2019 (request for a preliminary ruling from the Tribunal Supremo — Spain) — *Línea Directa Aseguradora, SA v Segurcaixa, Sociedad Anónima de Seguros y Reaseguros*

(Case C-100/18) (<sup>1</sup>)

*(Reference for a preliminary ruling — Insurance against civil liability in respect of the use of motor vehicles — Directive 2009/103/EC — Article 3, first paragraph — Concept of ‘use of vehicles’ — Damage to property as a result of a fire in a vehicle parked in the private garage of the property — Compulsory insurance cover)*

(2019/C 270/12)

*Language of the case: Spanish*

### Referring court

Tribunal Supremo

### Parties to the main proceedings

*Applicant:* Línea Directa Aseguradora, SA

*Defendant:* Segurcaixa, Sociedad Anónima de Seguros y Reaseguros

### Operative part of the judgment

Article 3 of Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability, must be interpreted as meaning that a situation such as that at issue in the main proceedings, in which a vehicle parked in a private garage of a building, used in accordance with its function as a means of transport, has caught fire, giving rise to a fire which originated in the electrical circuit of that vehicle and caused damage to that building, even though that vehicle has not been moved for more than 24 hours before the fire occurred, falls within the concept of ‘use of vehicles’ referred to in that provision.

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(<sup>1</sup>) OJ C 161, 7.5.2018.