

Parties to the main proceedings

Applicant: Barbara Rust-Hackner

Defendant: Nürnberger Versicherung Aktiengesellschaft Österreich

Questions referred

1. Must Article 15(1) of Directive 90/619/EEC (Second Life Assurance Directive), ⁽¹⁾ as amended by Directive 92/96/EEC (Third Life Assurance Directive), ⁽²⁾ in conjunction with Article 31 of Directive 92/96/EEC, be interpreted as meaning that information regarding the right of cancellation must also contain the notice that the cancellation does not have to be communicated in any specific form?
2. In the event that the information issued to the policy-holder regarding the right of cancellation was incorrect, is it still possible for the life assurance contract to be cancelled after it has been terminated by the policy-holder by giving notice of termination (and repurchase)?

⁽¹⁾ Second 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).

Request for a preliminary ruling from the Landesgericht Salzburg (Austria) lodged on 31 May 2018 — Christian Gmoser v Nürnberger Versicherung Aktiengesellschaft Österreich

(Case C-356/18)

(2018/C 294/29)

Language of the case: German

Referring court

Landesgericht Salzburg

Parties to the main proceedings

Applicant: Christian Gmoser

Defendant: Nürnberger Versicherung Aktiengesellschaft Österreich

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