

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

(Case C-357/18)

(2018/C 294/30)

Language of the case: German

Referring court

Landesgericht Salzburg

Parties to the main proceedings

Applicant: Bettina Plackner

Defendant: Nürnberger Versicherung Aktiengesellschaft Österreich

Question referred

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?

⁽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).

Appeal brought on 1 June 2018 by European Medicines Agency against the judgment of the General Court (Seventh Chamber) delivered on 22 March 2018 in Case T-80/16: Shire Pharmaceuticals Ireland v EMA

(Case C-359/18 P)

(2018/C 294/31)

Language of the case: English

Parties

Appellant: European Medicines Agency (represented by: S. Marino, A. Spina, S. Drosos, T. Jabłoński, Agents)

Other part to the proceedings: Shire Pharmaceuticals Ireland Ltd,

European Commission

Form of order sought

The appellant claims that the Court should:

- grant EMA's appeal and set aside the judgment of the General Court in Case T-80/16;
- reject the application of annulment as unfounded; and
- order the applicant at first instance to pay all the costs of these proceedings (including the costs before the General Court).