



C/2025/378

27.1.2025

Request for a preliminary ruling from the Fővárosi Törvényszék (Hungary) lodged on 15 October 2024 – HL v UniCredit Bank Zrt. and Momentum Credit Zrt.

(Case C-679/24, UniCredit Bank and Momentum Credit)

(C/2025/378)

Language of the case: Hungarian

Referring court

Fővárosi Törvényszék

Parties to the main proceedings

Applicant: HL

Defendants: UniCredit Bank Zrt., Momentum Credit Zrt.

Questions referred

1. Are the objectives laid down in Articles 1 and 7 of Council Directive 93/13/EEC ⁽¹⁾ of 5 April 1993 achieved where, in the case of a claim made by a consumer in proceedings brought by that consumer and based on the unfair nature of the main subject matter of a loan agreement concluded with the consumer ([concerning] information about the exchange rate risk), the financial claim is subject to the limitation period of five years laid down in the Hungarian Civil Code, calculated from the point in time at which the claim may be brought – also taking into account the provisions of DH1 és DH2 törvényeknek (the DH 1 and DH 2 Laws), which provide for the possibility that the limitation period can be suspended – notwithstanding the fact that the unfair nature of the main subject matter of the agreement means that the agreement as a whole is invalid, and that the unilateral termination of that agreement cannot therefore result in its termination, with the result that the date on which the agreement was concluded determines the starting point of the limitation period?
2. Are the decisions of the Court of Justice of the European Union on limitation periods for asserting a consumer's claims, and the decisions of the Kúria (Supreme Court, Hungary) following those decisions of the Court of Justice, relevant for the purposes of achieving the objectives laid down in the directive, and are they binding or do they at least have the force of precedent for the Hungarian courts, as a result of which the consumer is in a position to recognise the unfair nature of the main subject matter of the agreement he or she has concluded? If the answer is in the affirmative, can [the date of] such decisions be regarded as the starting point of the limitation period for asserting the claim for a declaration that an agreement is unfair or can the limitation period only be regarded as having been suspended between the time when the agreement was concluded and the date on which such decisions are given?
3. In addition to the date on which the decisions referred to in the second question were given, should the point in time when the consumer became aware of those decisions be taken as the starting point of the limitation period or should this be taken as the end of the period – which began with the conclusion of the contract – during which the limitation period has been suspended?
4. In the case of a consumer's claim based on the unfair nature of the main subject matter of an agreement, if the limitation period begins to run at the time when the agreement is concluded, is it justified to grant the consumer the possibility of asserting his or her claim until the end of the term of the agreement concluded by that consumer, where the term of the agreement exceeds the limitation period of five years currently in force?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).