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Top News

Justice for Growth: Commission launches public consultation on resolving disputes out of court

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EUROPEAN COURT OF JUSTICE

Case-law in private law matters from 1st July – 1st October 2015

Sale of Consumer Goods

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Cour d'appel de Liège (Belgium) lodged on 30 March 2015	C-149/15	Sabrina Wathelet v Garage Bietheres & Fils SPRL	Must the term 'seller' of consumer goods referred to in Article 1649bis of the Belgian Civil Code, as inserted by the Law of 1 September 1994 entitled 'Law concerning consumer protection in matters involving the sale of consumer goods', which transposes into Belgian law Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999'on certain aspects of the sale of consumer goods and associated guarantees' ([1]), be interpreted as covering not only a trader who, as seller, transfers ownership of consumer goods to a consumer, but also a trader who acts as intermediary for a non-trade seller, whether or not he is remunerated for his intervention and whether or not he has informed the prospective buyer that the seller is a private individual?

Unfair Contract Terms

Judgments, Orders, and Opinions

	Case-number	Parties	Outcome
ORDONNANCE DE LA COUR (sixième chambre) 8 juillet 2015	C- 90/14	Banco Grupo Cajatres SA v María Mercedes Manjón Pinilla and Comunidad Hereditaria formada al fallecimiento de D. M. A. Viana Gordejuela	1) Les articles 3, paragraphe 1, 4, paragraphe 1, 6, paragraphe 1, et 7, paragraphe 1, de la directive 93/13/CEE du Conseil, du 5 avril 1993, concernant les clauses abusives dans les contrats conclus avec les consommateurs, doivent être interprétés en ce sens que l'appréciation par le juge national du caractère abusif des clauses d'un contrat relevant de cette directive lui impose de tenir compte de la nature des biens et des services qui font l'objet du contrat concerné en se référant, à la date de la conclusion de ce contrat, à toutes les circonstances qui entourent celle-ci.

			2) Les articles 6, paragraphe 1, et 7, paragraphe 1, de la directive 93/13 doivent être interprétés en ce sens qu'ils ne s'opposent pas à des dispositions nationales prévoyant des modérations des intérêts moratoires dans le cadre d'un contrat de prêt hypothécaire, pour autant que ces dispositions nationales: – ne préjugent pas de l'appréciation par le juge national saisi d'une procédure d'exécution hypothécaire dudit contrat du caractère «abusif» de la clause relative aux intérêts moratoires, et – ne font pas obstacle à ce que ce juge écarte ladite clause s'il devait conclure au caractère «abusif» de celle-ci, au sens de l'article 3, paragraphe 1, de ladite directive.
ORDER OF THE COURT (First Chamber) 16 July 2015	C- 539/14	Juan Carlos Sánchez Morcillo and María del Carmen Abril García v Banco Bilbao Vizcaya Argentaria SA.	Article 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, read in conjunction with Articles 47, 34(3) and 7 of the Charter of Fundamental Rights of the European Union, must be interpreted as not precluding a national provision of the kind at issue in the main proceedings, by which the consumer, as a mortgage debtor against whom enforcement proceedings are brought, may bring an appeal against the decision rejecting his objection to the enforcement only when the court of first instance has not upheld an objection based on the unfairness of the contractual term upon which the enforcement is based even though the sellers or suppliers may, by contrast, appeal against any decision terminating proceedings regardless of the ground of objection on which that decision is based.
JUDGMENT OF THE COURT (Fourth Chamber) 3 September 2015	C- 110/14	Horațiu Ovidiu Costea v SC Volksbank România SA	Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that a natural person who practises as a lawyer and concludes a credit agreement with a bank, in which the purpose of the credit is not specified, may be regarded as a 'consumer' within the meaning of that provision, where that agreement is not linked to that lawyer's profession. The fact that the debt arising out of the same contract is secured by a mortgage taken out by that person in his capacity as representative of his law firm and involving goods intended for the exercise of that person's profession, such as a building belonging to that firm, is not relevant in that regard.
JUDGMENT OF THE COURT (Third Chamber) 1 October 2015	C- 32/14	ERSTE Bank Hungary Zrt. v Attila Sugár	Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that they do not preclude national legislation, such as that at issue in the main proceedings, which allows a notary who drew up, in due form, an authentic instrument concerning a contract concluded between a seller or supplier and a consumer, to affix the enforcement clause to that instrument or to refuse to cancel it when no review of the unfairness of the contractual terms has been performed at any stage.

Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Juzgado de lo Mercantil No 1 de Granada (Spain) lodged on 1 April 2015	C-154/15	Francisco Gutiérrez Naranjo v BBK Bank Cajasur, S.A.U.	In such cases, is an interpretation according to which an unfair term declared void nonetheless produces effects until that declaration is made compatible with the interpretation of 'non-binding' in Article 6(1) of Directive 93/13/EEC? [1] Therefore, even though the term has been declared void, will the effects produced by that term while it was in force be considered not to be invalidated or ineffective? Is an injunction that may be issued to desist from using a particular term (in accordance with Articles 6(1) and 7(1)) in an individual action brought by a consumer when such a declaration is made compatible with a limitation of the effects of a declaration of nullity? May (the courts) alter the reimbursement of any sums paid by the consumer — which the seller or supplier is obliged to reimburse — under the term subsequently declared void *ex tunc*, for want of information and/or of transparency?
Request for a preliminary ruling from the Okresný súd Prešov (Slovakia) lodged on 14 April 2015	C-168/15	Milena Tomášová v Slovenská republika — Ministerstvo spravodlivosti SR, Pohotovosť, s.r.o.	1. Is there a serious breach of EU law if, in an enforcement procedure carried out on the basis of an arbitration award, performance of an unfair term is enforced, contrary to the case-law of the Court of Justice of the European Union? 2. May liability of a Member State for a breach of Community law arise before a party to proceedings has used all legal remedies available in the legal order of the Member State in proceedings for enforcement of an award? In the light of the facts of the case, may that liability of a Member State arise in the present case before the actual conclusion of the proceedings for enforcement of the award and before exhaustion of the applicant's possibility of requiring an account for unjust enrichment? 3. If so, is the conduct of an authority as described by the applicant, in the light of the particular facts and in particular of the absolute inactivity of the applicant and the non-exhaustion of all legal remedies made available by the law of the Member State, a sufficiently clear and serious breach of Community law? 4. If there is a sufficiently serious breach of Community law in the present case, does the sum claimed by the applicant represent damage for which the Member State is liable? Is it possible for the damage as so understood to be equated with the debt collected which constitutes unjust enrichment? 5. Does accounting for unjust enrichment, as a legal remedy, have priority over compensation for damage?
Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 27 April 2015	C-191/15	Verein für Konsumenteninformation v Amazon EU Sàrl	In an action for an injunction within the meaning of Directive 2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers' interests [1] must the law applicable be determined in accordance with Article 4 of Regulation (EC) No 864/2007 of the European Parliament and of the

			Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) [2] where the action is directed against the use of unfair contract terms by an undertaking established in a Member State that in the course of electronic commerce concludes contracts with consumers resident in other Member States, in particular, in the State of the court seised? If Question 1 is answered in the affirmative: 2.1. Must the country in which the damage occurs (Article 4(1) of the Rome II Regulation) be understood as each country towards which the commercial activities of the defendant undertaking are directed, with the result that the clauses challenged must be assessed according to the law of the court seised if the entity qualified to bring an action challenges the use of such clauses in commerce with consumers resident in that country? 2.2. Does a manifestly closer connection (Article 4(3) of the Rome II Regulation) to the law of the country in which the defendant undertaking is established exist where that undertaking's terms and conditions provide that the law of that country shall apply to contracts concluded by the undertaking? 2.3. Does a choice of law clause of that kind entail on other grounds that the contractual clauses challenged must be assessed in accordance with the law of the country in which the defendant undertaking is established? If Question 1 is answered in the negative: How then must the law applicable to the action for an injunction be determined? Regardless of the answers to the previous questions: 4.1. Must a term included in general terms and conditions specifying that a contract concluded in the course of electronic commerce between a consumer and a trader established in another Member State shall be governed by the law of the country in which that trader is established be regarded as unfair within the meaning of Article 3(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts? 4.2. Is the processing of personal data by an undertaking that in the course of electronic commerce concludes contracts with consumers resident in other Member States, in accordance with Article 4(1)(a) of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, [4] and regardless of the law that otherwise applies, governed exclusively by the law of the Member State in

			which the establishment of the undertaking is situated in whose framework the processing takes place or must the undertaking also comply with the data protection rules of those Member States to which its commercial activities are directed?
Request for a preliminary ruling from the Audiencia Provincial de Castellón (Spain) lodged on 10 July 2015	C-349/15	Banco Popular Español, S.A. v Elena Lucaciu and Cristian Laurentiu Lucaciu	Is it compatible with Articles 6(1) and 7(1) of Directive 93/13/EEC [1] to limit in time the effects of the nullity of a term declared null and void because unfair? If such a limitation of the effects is held to be compatible with the EU legislation, specifically Articles 6(1) and 7(1) of Directive 93/13/EEC on unfair terms in consumer contracts, on the grounds that those concerned acted in good faith and that there is a risk of serious difficulties: What is meant by serious difficulties justifying the limitation of the effects? Must the risk of serious difficulties be duly established in the court proceedings in which it is invoked or, on the other hand, may the general assessment by the court of that risk be sufficient where there is no specific data on which to base that assessment?
Request for a preliminary ruling from the Audiencia Provincial de Zamora (Spain) lodged on 17 July 2015	C-381/15	Javier Ángel Rodríguez Sánchez v Caja España de Inversiones, Salamanca y Soria, S.A.U. (Banco CEISS)	1) Is a situation where a declaration that a floor clause in a mortgage loan contract is unfair and therefore void takes effect, not from the date of the conclusion of the contract, but from a later date contrary to Article 6(1) of Council Directive 93/13/EEC [1] of 5 April 1993 on unfair terms in consumer contracts? 2) Does the application of the unfair term for the period of time laid down by the Spanish Tribunal Supremo give rise to unjust enrichment for the professional contractor, not allowed by the Community legislation in so far as it does not restore a balance between the parties and benefits the party to the contract who imposed the financial term held to be unfair? 3) Is the criterion of the risk of severe disruptions to the national economy, to be met for limiting the application and effects of an unfair term, applicable to an individual action brought by a consumer or, on the contrary, in that individual action, does the criterion of risk of serious disruption refer to that caused to the financial position of the consumer as a result of the limitation of the effects of the term declared void to the period specified?

Consumer Credit

Judgments, Orders and Opinions

	Case-number	Parties	Outcome
ARRÊT DE LA COUR (sixième chambre) 9 juillet 2015	C- 348/14	Maria Bucura contre SC Bancpost SA	1) L'article 1er, paragraphe 2, sous a), de la directive 87/102/CEE du Conseil, du 22 décembre 1986, relative au rapprochement des dispositions législatives, réglementaires et administratives des États membres en matière de crédit à la consommation, telle que modifiée par la directive 98/7/CE du Parlement européen et du Conseil, du 16 février 1998, et l'article 2, sous b), de la directive 93/13/CEE du Conseil, du 5 avril 1993, concernant les clauses abusives dans les contrats conclus avec les consommateurs, doivent être interprétés en ce sens que relève de la notion de «consommateur» au sens de ces dispositions la personne physique qui se trouve dans la situation d'un codébiteur dans le cadre d'un contrat conclu avec un professionnel, dès lors qu'elle agit dans un but pouvant être considéré comme étant étranger à son activité commerciale ou professionnelle. 2) L'article 6, paragraphe 1, de la directive 93/13 doit être interprété en ce sens qu'il incombe au juge national d'apprécier d'office le caractère abusif, au sens de cette disposition, des clauses d'un contrat conclu entre un consommateur et un professionnel, dès lors que ce juge dispose des éléments de fait et de droit nécessaires à cette fin. 3) Les articles 3 à 5 de la directive 93/13 doivent être interprétés en ce sens que, dans le cadre de son appréciation du caractère abusif, au sens de l'article 3, paragraphes 1 et 3, de cette directive, des clauses d'un contrat de crédit à la consommation, le juge national doit tenir compte de l'ensemble des circonstances entourant la conclusion de ce contrat. À cet égard, il lui incombe de vérifier que, dans l'affaire en cause, ont été communiqués au consommateur l'ensemble des éléments susceptibles d'avoir une incidence sur la portée de son engagement lui permettant d'évaluer, notamment, le coût total de son emprunt. Jouent un rôle décisif dans cette appréciation, d'une part, la question de savoir si les clauses sont rédigées de manière claire et compréhensible de sorte qu'elles permettent à un consommateur moyen, à savoir un consommateur normalement informé et raisonnablement attentif et avisé, d'évaluer un tel coût et, d'autre part, la circonstance liée à l'absence de mention dans le contrat de crédit à la consommation des informations considérées, au regard de la nature des biens ou des services qui font l'objet de ce contrat, comme étant essentielles, et en particulier celles visées à l'article 4 de la directive 87/102, telle que modifiée.
OPINION OF ADVOCATE GENERAL Jääskinen	C- 312/14	Banif Plus Bank Zrt. v Márton Lantos and	Preliminary reference concerning Directive 2004/39 was considered to be inadmissibile.

delivered on 17 September 2015		Mártonné Lantos	

Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 12 March 2015	C-127/15	Verein für Konsumenteninformation v INKO, Inkasso GmbH	1. Is a debt collection agency that offers instalment agreements in connection with the professional recovery of debts on behalf of its client and that charges fees for this service that are ultimately to be borne by the debtors operating as a 'credit intermediary' within the meaning of Article 3(f) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC ([1])? 2. If Question 1 is answered in the affirmative: Is an instalment agreement entered into between a debtor and his creditor through the intermediation of a debt collection agency a 'deferred payment, free of charge' within the meaning of Article 2(2)(j) of Directive 2008/48 if the debtor only undertakes therein to pay the outstanding debt and such interest and costs as he would have incurred by law in any case as a result of his default — in other words, even in the absence of such an agreement?
Request for a preliminary ruling from the Korkein oikeus (Finland) lodged on 25 June 2015	C-311/15	TrustBuddy AB v Lauri Pihjalaniemi	Is Article 3(b) of Directive 2008/48/EC of the European Parliament and of the Council on credit agreements for consumers and repealing Council Directive 87/102/EEC to be interpreted as meaning that that a trader is to be regarded as a creditor if it markets credit to consumers via the internet in the form of so-called peer-to-peer lending and exercises, as regards the consumers, the decision-making power generally appertaining to creditors with respect to the terms and conditions, the granting of credit and debt recovery, even though the funds for credits come from anonymous private individuals and are kept separate from the trader's own funds?

Unfair Commercial Practices

Judgements, Orders, and Opinions

	Case-number	Parties	Outcome
Order of the Court (Sixth Chamber) of 8 September 2015	C-13/15	Cdiscount SA	Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the

			European Parliament and of the Council ('Unfair Commercial Practices Directive') must be interpreted as precluding national rules, such as those at issue in the main proceedings, and in so far as these pursue objectives relating to consumer protection, which impose a general prohibition on announcements of price reductions which do not show the reference price when the price is marked or displayed, when no case-by-case assessment has been undertaken to determine whether the announcements are unfair. It is for the referring court to determine whether that is so in the case in the main proceedings.

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Cour de cassation (France) lodged on 25 June 2015	C-310/15	Vincent Deroo-Blanquart v Sony Europe Limited, successor in law to Sony France SA	Must Articles 5 and 7 of Directive 2005/29 of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market [1] be interpreted as meaning that a combined offer consisting of the sale of a computer equipped with pre-installed software constitutes a misleading unfair commercial practice where the manufacturer of the computer has, via its retailer, provided information on each item of pre-installed software, but has not specified the cost of each individual component? Must Article 5 of Directive 2005/29 be interpreted as meaning that a combined offer consisting of the sale of a computer equipped with pre-installed software constitutes an unfair commercial practice where the manufacturer leaves the consumer no choice other than to accept the software or cancel the sale? Must Article 5 of Directive 2005/29 be interpreted as meaning that a combined offer consisting of the sale of a computer equipped with pre-installed software constitutes an unfair commercial practice where the consumer is unable to obtain a computer which is not equipped with software from the computer manufacturer?
Request for a preliminary ruling from the Nederlandstalige Rechtbank van eerste aanleg te Brussel (Belgium) lodged on 7 July 2015	C-339/15	Criminal proceedings against Luc Vanderborght, other party: Verbond der Vlaamse Tandartsen (VZW)	Should Directive 2005/29/EC [1] of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market be interpreted as precluding a national law — such as Article 1 of the Belgian Law of 15 April 1958 on advertising in dental care matters — which prohibits, in absolute terms, any advertising, by anyone, relating to oral or dental care? Is a prohibition on advertising in respect of oral and dental care to be regarded as a 'rule relating to the health and safety aspects of products' within the meaning of Article 3(3) of Directive 2005/29/EC …

			Should Directive 2005/29/EC … be interpreted as precluding a national provision — such as Article 8d of the Royal Decree of 1 June 1934 laying down rules for the practice of dentistry — which describes in detail the requirements in terms of discreetness to be met by a sign, intended for the public, at a dental practice? Should Directive 2000/31/EC [2] of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market be interpreted as precluding a national law — such as Article 1 of the Belgian Law of 15 April 1958 on advertising in dental care matters — which prohibits, in absolute terms, any advertising, by anyone, relating to oral or dental care, including a prohibition on commercial advertising by electronic means (website)? How should the term 'information society services', as defined in Article 2(a) of Directive 2000/31/EC by reference to Article 1(2) of Directive 98/34/EC, [3] as amended by Directive 98/48/EC, [4] be interpreted? Should Articles 49 TFEU and 56 TFEU be interpreted as precluding national legislation such as that at issue in the main proceedings, whereby, in order to protect public health, a complete ban is imposed on advertising in respect of dental care?

Passenger Rights

Judgments, Orders, and Opinions

	Case-number	Parties	Outcome
Judgment of the Court (First Chamber) of 9 September 2015	C-240/14	Eleonore Prüller-Frey v Norbert Brodnig and Axa Versicherung AG	1. Article 2(1)(a) and (c) of Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air, as amended by Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002, and Article 1(1) of the Convention for the Unification of Certain Rules for International Carriage by Air, concluded in Montreal on 28 May 1999 and approved on behalf of the European Union by Council Decision 2001/539/EC of 5 April 2001, must be interpreted as meaning that they preclude a determination on the basis of Article 17 of that Convention of a claim for damages brought by a person who — whilst she (i) was a passenger in an aircraft that had the same place of take-off and landing in a Member State and (ii) was being carried free of charge for the purpose of viewing from the air a property in connection with a property transaction planned with the pilot of that aircraft — was physically injured when the aircraft crashed. 2. Article 18 of Regulation (EC) No 864/2007 of the

			European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) must be interpreted as meaning that, in a situation such as that of the case before the referring court, a person who has suffered damage is entitled to bring a direct action against the insurer of the person liable to provide compensation, where such an action is provided for by the law applicable to the non-contractual obligation, regardless of the provision made by the law that the parties have chosen as the law applicable to the insurance contract.
JUDGMENT OF THE COURT (Ninth Chamber) 17 September 2015	C- 257/14	Corina van der Lans v Koninklijke Luchtvaart Maatschappij NV.	Article 5(3) of Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 must be interpreted as meaning that a technical problem, such as that at issue in the main proceedings, which occurred unexpectedly, which is not attributable to poor maintenance and which was also not detected during routine maintenance checks, does not fall within the definition of 'extraordinary circumstances' within the meaning of that provision.

Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Amtsgericht Düsseldorf (Germany) lodged on 29 May 2015	C-255/15	Steef Mennens v Emirates Direktion für Deutschland	I. Is Article 10(2), in conjunction with Article 2(f), of Regulation (EC) No 261/2004 [1] to be interpreted as meaning that a 'ticket' is the document by which the passenger is (also) entitled to be transported on the flight on which he was downgraded, irrespective of whether further flights, such as connecting flights or return flights, are also indicated on that document? II.a. If Question 1 is answered in the affirmative: Is Article 10(2), in conjunction with Article 2(f), of Regulation (EC) No 261/2004 to be further interpreted as meaning that the 'price of the ticket' is the amount which the passenger has paid for all of the flights indicated on the ticket, even if the downgrading occurred on only one of the flights? b. If Question 1 is answered in the negative: For the purposes of determining the amount which forms the basis for the reimbursement under Article 10(2) of Regulation (EC) No 261/2004, must account be taken of the airline company's published price for transportation, in the class booked, on the section affected by the downgrade, or must the quotient resulting from the distance of the section affected by the downgrade and the total length of the flight be determined and then multiplied by the total flight price?

			III. Is Article 10(2) of Regulation (EC) No 261/2004 to be further interpreted as meaning that the 'price of the ticket' is only the price of the flight alone, to the exclusion of taxes and charges?
Request for a preliminary ruling from the Vredegerecht te Ieper (Belgium) lodged on 1 June 2015	C-261/15	Nationale Maatschappij der Belgische Spoorwegen NV v Gregory Demey	Does Article 6(2), in fine, of Annex I to Regulation (EC) No 1371/2007 [1] of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations preclude the Belgian national penalty provisions, …, under which a train passenger without a ticket — and in the absence of regularisation within the periods laid down in the relevant regulations — commits a criminal offence, which excludes any contractual relationship between the transport company and the train passenger, with the consequence that the benefit of the legal protection provisions under European and Belgian national law which are based on that (exclusive) contractual relationship with that consumer, …, is also denied to the train passenger?
Request for a preliminary ruling from the Østre Landsret (Denmark) lodged on 24 June 2015	C-305/15	Delta Air Lines Inc. v Daniel Dam Hansen, Mille Doktor, Carsten Jensen, Mogens Jensen, Dorthe Fabricius, Jens Ejner Rasmussen, Christian Bøje Pedersen, Andreas Fabricius, Mads Wedel Rasmussen, Nicklas Wedel Rasmussen, Thomas Lindstrøm Jensen, Marianne Thestrup Jensen, Erik Lindstrøm Jensen, Jakob Lindstrøm Jensen, Liva Doktor, Peter Lindstrøm Jensen	Are Articles 5 and 7 of Regulation (EC) No 261/2004 [1] of the European Parliament and of the Council of 11 February 2004 to be interpreted as meaning that airline passengers may be entitled to compensation under the regulation more than once on the basis of the same reservation, when the flight on which the operating air carrier has rebooked the passenger is cancelled or delayed by more than three hours, with the result that the compensation under Article 7 of the regulation is not fixed but rather is contingent on the number of cancellations or on the scope of the cancellation and therefore delay? If the first question is answered in the affirmative, how is that to be reconciled with the principle laid down in the EU Court of Justice's judgment of 19 November 2009 in *Sturgeon and Others*, C-402/07 and C-432/07, ECLI:EU:C:2009:716, under which Article 5 of the regulation is to be interpreted as meaning that passengers whose flights are delayed are to be treated as passengers whose flights are cancelled under the rules on compensation, when the EU Court of Justice held in its judgment of 23 October 2012 in *Nelson and Others*, C-581/10 and C-629/10, ECLI:EU:C:2012:657 that delays of over three hours' duration cannot be taken into account in the calculation of the fixed compensation?

Employment

Judgments, Orders, and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Third Chamber) 9 July 2015	C- 177/14	María José Regojo Dans v Consejo de Estado.	1. The concept of a 'fixed-term worker', within the meaning of clause 3(1) of the framework agreement on fixed-term work, concluded on 18 March 1999, which is set out in the Annex 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 applying to a worker such as the applicant in the main proceedings. 2. Clause 4(1) of the framework agreement on fixed-term work must be interpreted as precluding national legislation, such as that at issue in the main proceedings, which excludes, without justification on objective grounds, non-permanent staff from the right to receive a three-yearly length-of-service increment granted, inter alia, to career civil servants when, as regards the receipt of that increment, those two categories of workers are in comparable situations, a matter which is for the referring court to ascertain.
Judgment of the Court (Third Chamber) of 10 September 2015	C-266/14	Federación de Servicios Privados del sindicato Comisiones obreras (CC.OO.) v Tyco Integrated Security SL and Tyco Integrated Fire & Security Corporation Servicios SA.	Point (1) of Article 2 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time must be interpreted as meaning that, in circumstances such as those at issue in the main proceedings, in which workers do not have a fixed or habitual place of work, the time spent by those workers travelling each day between their homes and the premises of the first and last customers designated by their employer constitutes 'working time', within the meaning of that provision.

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Sąd Rejonowy we Wrocławiu (Poland) lodged on 20 April 2015	C-178/15	Alicja Sobczyszyn v Szkoła Podstawowa w Rzeplinie	Must Article 7 of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time ([1]), according to which Member States are to take the measures necessary to ensure that every worker is entitled to paid annual leave of at least four weeks in accordance with the conditions for entitlement to, and granting of, such leave laid down by national legislation and/or practice, be interpreted as meaning that a teacher who has taken convalescence leave as provided for in the Law of 26 January 1982 — Teachers' Charter (Karta Nauczyciela) (Dz. U. 2014 headings 191 and 1198) also obtains a right to the annual leave provided for in the general provisions of labour law in

			the year in which he exercised the right to convalescence leave?
Request for a preliminary ruling from the Tribunal Superior de Justicia de la Comunidad Autónoma del País Vasco (Spain) lodged on 23 April 2015	C-184/15	Florentina Martínez Andrés v Servicio Vasco de Salud	1. Must clause 5(1) of the Framework Agreement ([1]) on fixed-term work concluded by ETUC, UNICE and CEEP be interpreted as precluding national legislation which, in a situation of abuse arising from the use of fixed-term employment contracts, does not acknowledge that staff regulated under administrative law who are engaged on an occasional basis (*personal estatutario temporal eventua*l) ('occasional regulated staff'), as opposed to staff who are in precisely the same position but who are employed by a public authority under contract, have a general right to remain in post on an indefinite but not permanent basis, in other words, to hold the temporary post until it is filled in the manner prescribed by law or eliminated in accordance with legally established procedures? 2. If the previous question is answered in the negative, must the principle of equivalence be interpreted as meaning that the national court may regard the situation of staff who are employed by a public authority under a fixed-term contract and that of occasional regulated staff as similar in cases where there has been misuse of fixed-term employment contracts, or, when assessing similarity, must the national court consider factors other than the fact that the employer is the same, the services provided are the same or similar and the contract of employment has a fixed term, such as the precise nature of the employee's relationship, whether contractual or regulated, or the power of the public authorities to organise the way they function, which justify treating the two situations differently?
Request for a preliminary ruling from the Tribunal Superior de Justicia de la Comunidad Autónoma del País Vasco (Spain) lodged on 29 April 2015	C-197/15	Juan Carlos Castrejana López v Ayuntamiento de Vitoria	1. Must clause 5(1) of the Framework Agreement ([1]) on fixed-term work concluded by ETUC, UNICE and CEEP be interpreted as precluding national legislation which, in a situation of abuse arising from the use of fixed-term employment contracts, does not acknowledge that *funcionarios interinos* (temporary civil servants regulated under administrative law), as opposed to staff who are in precisely the same position but who are employed by a public authority under contract, have a general right to remain in post on an indefinite but not permanent basis, in other words, to hold the temporary post until it is filled in the manner prescribed by law or eliminated in accordance with legally established procedures? 2. If the previous question is answered in the negative, must the principle of equivalence be interpreted as meaning that the national court may regard the situation of staff who are employed by a public authority under a fixed-term contract and that of temporary civil servants as similar in cases where there has been misuse of fixed-term employment contracts, or, when assessing similarity, must the national court consider factors other than the fact that the employer is the same, the services provided are the same or similar and the

			contract of employment has a fixed term, such as the precise nature of the employee's relationship, whether contractual or administrative, or the power of the public authorities to organise the way they function, which justify treating the two situations differently? 3. If the previous questions are answered in the negative, must the principle of effectiveness be interpreted in such a way that the issue of the appropriate penalty is to be heard and determined within the same proceedings as those in which the misuse of fixed-term employment contracts is established, through interlocutory proceedings in which the parties may request, claim and prove what they deem to be appropriate in that regard, or, on the contrary, is it permissible for the injured party to be referred, for that purpose, to new administrative or, as the case may be, judicial proceedings?
Request for a preliminary ruling from the Centrale Raad van Beroep (Netherlands) lodged on 6 May 2015	C-209/15	Korpschef van politie v W.F. de Munk	1. Must Article 7 of Directive 2003/88/EC ([1]) be interpreted as meaning that it cannot be reconciled with a national provision such as Article 19 of the Besluit algemene rechtspositie politie (Decree on the general legal status of the police) ('the Barp'), under which a public servant who has been wrongly dismissed does not accumulate any leave hours during the period between the date of dismissal and the date of reinstatement of the employment relationship, or the date on which the employment relationship is finally validly terminated? 2. If it follows from Question 1 that leave hours were indeed accumulated during the period at issue, must Article 7 of Directive 2003/88/EC then be interpreted as meaning that it cannot be reconciled with Article 23 of the Barp, which provides that at the end of the reference year only a limited number of leave hours may be carried over to the following year and the remaining unused leave hours expire?

Discrimination

Judgments, Orders, and Opinions

	Case-number	Parties	Outcome
Judgment of the Court (Grand Chamber) of 16 July 2015	C-83/14	CHEZ Razpredelenie Bulgaria AD v Komisia za zashtita ot diskriminatsia.	1. The concept of 'discrimination on the grounds of ethnic origin', for the purpose of Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin and, in particular, of Articles 1 and 2(1) thereof, must be interpreted as being intended to apply in circumstances such as those at issue before the referring court — in which, in an urban district mainly lived in by inhabitants of Roma origin, all the electricity meters are placed on pylons forming part of the overhead electricity supply network at a height of between six and seven metres, whereas such meters are placed at a height of less than two metres in the other districts — irrespective of

			whether that collective measure affects persons who have a certain ethnic origin or those who, without possessing that origin, suffer, together with the former, the less favourable treatment or particular disadvantage resulting from that measure. 2. Directive 2000/43, in particular Article 2(1) and (2)(a) and (b) thereof, must be interpreted as precluding a national provision which lays down that, in order to be able to conclude that there is direct or indirect discrimination on the grounds of racial or ethnic origin in the areas covered by Article 3(1) of the directive, the less favourable treatment or the particular disadvantage to which Article 2(2)(a) and (b) respectively refer must consist in prejudice to rights or legitimate interests. 3. Article 2(2)(a) of Directive 2000/43 must be interpreted as meaning that a measure such as that described in paragraph 1 of this operative part constitutes direct discrimination within the meaning of that provision if that measure proves to have been introduced and/or maintained for reasons relating to the ethnic origin common to most of the inhabitants of the district concerned, a matter which is for the referring court to determine by taking account of all the relevant circumstances of the case and of the rules relating to the reversal of the burden of proof that are envisaged in Article 8(1) of the directive. 4. Article 2(2)(b) of Directive 2000/43 must be interpreted as meaning that: – that provision precludes a national provision according to which, in order for there to be indirect discrimination on the grounds of racial or ethnic origin, the particular disadvantage must have been brought about for reasons of racial or ethnic origin; – the concept of an 'apparently neutral' provision, criterion or practice as referred to in that provision means a provision, criterion or practice which is worded or applied, ostensibly, in a neutral manner, that is to say, having regard to factors different from and not equivalent to the protected characteristic; – the concept of 'particular disadvantage' within the meaning of that provision does not refer to serious, obvious or particularly significant cases of inequality, but denotes that it is particularly persons of a given racial or ethnic origin who are at a disadvantage because of the provision, criterion or practice at issue; – assuming that a measure, such as that described in paragraph 1 of this operative part, does not amount to direct discrimination within the meaning of Article 2(2)(a) of the directive, such a measure is then, in principle, liable to constitute an apparently neutral practice putting persons of a given ethnic origin at a particular disadvantage compared with other persons, within the meaning of Article 2(2)(b); – such a measure would be capable of being objectively justified by the intention to ensure the security of the

			electricity transmission network and the due recording of electricity consumption only if that measure did not go beyond what is appropriate and necessary to achieve those legitimate aims and the disadvantages caused were not disproportionate to the objectives thereby pursued. That is not so if it is found, a matter which is for the referring court to determine, either that other appropriate and less restrictive means enabling those aims to be achieved exist or, in the absence of such other means, that that measure prejudices excessively the legitimate interest of the final consumers of electricity inhabiting the district concerned, mainly lived in by inhabitants of Roma origin, in having access to the supply of electricity in conditions which are not of an offensive or stigmatising nature and which enable them to monitor their electricity consumption regularly.
Judgment of the Court (Second Chamber) of 9 September 2015	C-20/13	Daniel Unland v Land Berlin	1. Article 3(1)(c) of Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation must be interpreted as meaning that pay conditions for judges fall within the scope of that directive. 2. Articles 2 and 6(1) of Directive 2000/78 must be interpreted as precluding a provision of national law, such as that at issue in the main proceedings, under which the basic pay of a judge is determined at the time of his appointment solely according to the judge's age. 3. Articles 2 and 6(1) of Directive 2000/78 must be interpreted as not precluding a provision of national law, such as that at issue in the main proceedings, establishing the detailed rules governing the reclassification of existing judges within a new remuneration system under which the pay step that they are now to be allocated is determined solely on the basis of the amount received by way of basic pay under the old remuneration system, notwithstanding the fact that that system was founded on discrimination based on the judge's age, provided the different treatment to which that law gives rise may be justified by the aim of protecting acquired rights. 4. Articles 2 and 6(1) of Directive 2000/78 must be interpreted as not precluding a provision of national law, such as that at issue in the main proceedings, laying down detailed rules for the career progression of judges already in post before the entry into force of that law within a new remuneration system and securing faster pay progression from a certain pay step onwards for such judges who had reached a certain age at the time of transition to the new system than for such judges who were younger on the transition date, provided the different treatment to which that law gives rise may be justified in the light of Article 6(1) of that directive. 5. In circumstances such as those of the case before the referring court, EU law does not require judges who have been discriminated against to be retrospectively granted an

			amount equal to the difference between the pay actually received and that corresponding to the highest step in their grade. It is for the referring court to ascertain whether all the conditions laid down by the case-law of the Court are met for the Federal Republic of Germany to have incurred liability under EU law. 6. EU law must be interpreted as not precluding a national rule, such as the rule at issue in the main proceedings, which requires national judges to take steps, within relatively narrow time-limits — that is to say, before the end of the financial year then in course — to assert a claim to financial payments that do not arise directly from the law, where that rule does not conflict with the principle of equivalence or the principle of effectiveness. It is for the referring court to determine whether those conditions are satisfied in the main proceedings.
JUDGMENT OF THE COURT (Seventh Chamber) 1 October 2015	C-432/14	O v Bio Philippe Auguste SARL	The principle of non-discrimination on grounds of age, enshrined in Article 21 of the Charter of Fundamental Rights of the European Union and given specific expression by Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation, must be interpreted as not precluding national legislation, such as that at issue in the main proceedings, under which an end-of-contract payment, paid in addition to an employee's salary on the expiry of a fixed-term employment contract where the contractual relationship is not continued in the form of a contract for an indefinite period, is not payable in the event that the contract is concluded with a young person for a period during his school holidays or university vacation.

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Hof van Cassatie (Belgium) lodged on 3 April 2015	C-157/15	Samira Achbita, Centrum voor gelijkheid van kansen en voor racismebestrijding v G4S Secure Solutions NV	Should Article 2(2)(a) of Council Directive 2000/78/EC ([1]) of 27 November 2000 establishing a general framework for equal treatment in employment and occupation be interpreted as meaning that the prohibition on wearing, as a female Muslim, a headscarf at the workplace does not constitute direct discrimination where the employer's rule prohibits all employees from wearing outward signs of political, philosophical and religious beliefs at the workplace?
Request for a preliminary ruling from the Cour de cassation (France) lodged on 24 April 2015	C-188/15	Asma Bougnaoui, Association de défense des droits de l'homme (ADDH) v Micropole Univers SA	Must Article 4(1) of Council Directive 78/2000/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation be interpreted as meaning that the wish of a customer of an information technology consulting company no longer to have the information technology services of that company provided by an employee, a design engineer, wearing an Islamic

			headscarf, is a genuine and determining occupational requirement, by reason of the nature of the particular occupational activities concerned or of the context in which they are carried out?
Request for a preliminary ruling from the Bundesarbeitsgericht (Germany) lodged on 31 July 2015	C-423/15	'Nils-Johannes Kratzer v R+V Allgemeine Versicherung AG	1. On a proper interpretation of Article 3(1)(a) of Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation [1] and Article 14(1)(a) of Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast), [2] does a person who, as is clear from his application, is seeking not recruitment and employment but merely the status of applicant in order to bring claims for compensation also qualify as seeking 'access to employment, to self-employment or to occupation'? 2. If the answer to the first question is in the affirmative: Can a situation in which the status of applicant was obtained not with a view to recruitment and employment but for the purpose of claiming compensation be considered as an abuse of rights under EU law?

Competition Law

Judgements, Orders, and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL SZPUNAR delivered on 16 July 2015	C-74/14	'Eturas' UAB et al v Lietuvos Respublikos konkurencijos taryba	Article 101(1) TFEU must be interpreted as meaning that the concept of a concerted practice covers the situation where several travel agencies use a common online travel booking system, and that system's administrator posts a notice informing its users that following the proposals and wishes of the undertakings concerned the discounts applicable to clients will be restricted to a uniform maximum rate, this notice being followed by technical restriction on the choice of discount rates available to the users of the system. The undertakings which become aware of that illicit initiative and continue to use the system, without publicly distancing themselves from that initiative or reporting it to the administrative authorities, are liable for participating in that concerted practice.
Judgment of the Court (Second Chamber) of 16 July 2015	C-172/14	ING Pensii - Societate de Administrare a unui Fond de Pensii Administrat Privat SA v Consiliul Concurenței	Article 101(1) TFEU must be interpreted as meaning that agreements to share clients, such as those concluded between the private pensions funds in the main proceedings, constitute agreements with an anti-competitive object, the number of clients affected by such an agreement being irrelevant for the purpose of assessing the requirement relating to the restriction of competition within the internal market.

JUDGMENT OF THE COURT (Fifth Chamber) 16 July 2015	C- 170/13	Huawei Technologies Co. Ltd v ZTE Corp. and ZTE Deutschland GmbH	1. Article 102 TFEU must be interpreted as meaning that the proprietor of a patent essential to a standard established by a standardisation body, which has given an irrevocable undertaking to that body to grant a licence to third parties on fair, reasonable and non-discriminatory ('FRAND') terms, does not abuse its dominant position, within the meaning of that article, by bringing an action for infringement seeking an injunction prohibiting the infringement of its patent or seeking the recall of products for the manufacture of which that patent has been used, as long as: – prior to bringing that action, the proprietor has, first, alerted the alleged infringer of the infringement complained about by designating that patent and specifying the way in which it has been infringed, and, secondly, after the alleged infringer has expressed its willingness to conclude a licensing agreement on FRAND terms, presented to that infringer a specific, written offer for a licence on such terms, specifying, in particular, the royalty and the way in which it is to be calculated, and – where the alleged infringer continues to use the patent in question, the alleged infringer has not diligently responded to that offer, in accordance with recognised commercial practices in the field and in good faith, this being a matter which must be established on the basis of objective factors and which implies, in particular, that there are no delaying tactics. 2. Article 102 TFEU must be interpreted as not prohibiting, in circumstances such as those in the main proceedings, an undertaking in a dominant position and holding a patent essential to a standard established by a standardisation body, which has given an undertaking to the standardisation body to grant licences for that patent on FRAND terms, from bringing an action for infringement against the alleged infringer of its patent and seeking the rendering of accounts in relation to past acts of use of that patent or an award of damages in respect of those acts of use.

Telecoms

Judgments, Orders, and Opinions

	Case-number	Parties	Outcome
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. NILS Wahl présentées le 8 juillet 2015	C- 346/13	Ville de Mons contre Base Company SA, anciennement KPN Group Belgium SA,	L'article 13 de la directive 2002/20/CE du Parlement européen et du Conseil, du 7 mars 2002, relative à l'autorisation de réseaux et de services de communications électroniques (directive «autorisation»), doit être interprété en ce sens qu'il vise une redevance spécifique dont le fait générateur consiste dans la mise en place de ressources au sens de cette disposition, tels des pylônes et des mâts nécessaires aux réseaux et aux services de communications

			électroniques, et auxquelles sont assujettis les opérateurs desdits services et réseaux titulaires d'une autorisation qui sont propriétaires de ces ressources. Pour être autorisée, une telle redevance doit tenir compte de la nécessité d'assurer une utilisation optimale des ressources et doit être objectivement justifiée, transparente, non discriminatoire et proportionnée. Il incombe au juge national de s'assurer, à la lumière des circonstances propres au cas d'espèce et compte tenu des éléments objectifs qui lui ont été soumis, que ces conditions sont rem
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. PEDRO Cruz Villalón présentées le 9 juillet 2015	C- 326/14	Verein für Konsumenteninformation contre A1 Telekom Austria AG	Une modification tarifaire résultant de l'application d'une clause d'adaptation des prix ne constitue pas une modification apportée aux conditions contractuelles au sens de l'article 20, paragraphe 2, de la directive 2002/22/CE du Parlement européen et du Conseil, du 7 mars 2002, concernant le service universel et les droits des utilisateurs au regard des réseaux et services de communications électroniques (directive «service universel»), pour autant que l'expression de la contrepartie à la charge de l'abonné en termes de «prix indexé» présente les caractéristiques suffisantes de prévisibilité, de transparence et de sécurité juridique pour considérer qu'il n'y a pas eu de modification dans la position contractuelle de l'abonné. Il appartient au juge national, à la lumière du contenu des clauses litigieuses et des caractéristiques spécifiques des contrats dans lesquels elles figurent, de procéder à cette appréciation.
Judgment of the Court (Third Chamber) of 17 September 2015.	C-85/14	KPN BV v Autoriteit Consument en Markt (ACM)	1. EU law must be interpreted as allowing a relevant national authority to impose a tariff obligation, such as that at issue in the main proceedings, under Article 28 of Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), as amended by Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009, to remove an obstacle to calling non-geographic numbers within the European Union which is not technical in nature, but which results from the tariffs applied, without a market analysis having been carried out showing that the undertaking concerned has significant market power, if such an obligation constitutes a necessary and proportionate step to ensure that end-users are able to access services using non-geographic numbers within the European Union. It is for the national court to determine whether that condition is satisfied and whether the tariff obligation is objective, transparent, proportionate, non-discriminatory, based on the nature of the problem identified and justified in the light of the objectives laid down in Article 8 of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive), as amended by Directive 2009/140/EC of the European Parliament and of the Council of 25 November 2009, and whether the procedures laid down

			in Articles 6, 7 and 7a of Directive 2002/21, as amended by Directive 2009/140, have been followed. 2. EU law must be interpreted as meaning that a Member State may provide that a tariff obligation under Article 28 of Directive 2002/22, as amended by Directive 2009/136, such as that at issue in the main proceedings, be imposed by a national authority other than the national regulatory authority usually responsible for applying the European Union's new regulatory framework for electronic communications networks and services, provided that that authority satisfies the conditions of competence, independence, impartiality and transparency required by Directive 2002/21, as amended by Directive 2009/140, and that the decisions which it takes can form the subject of an effective appeal to a body independent of the interested parties, this being a matter for the referring court to determine.
Judgment of the Court (Eighth Chamber) of 17 September 2015.	C-416/14	Fratelli De Pra SpA and SAIV SpA v Agenzia Entrate - Direzione Provinciale Ufficio Controlli Belluno and Agenzia Entrate - Direzione Provinciale Ufficio Controlli Vicenza.	1- Directives: – 1999/5/EC of the European Parliament and of the Council of 9 March 1999 on radio equipment and telecommunications terminal equipment and the mutual recognition of their conformity, in particular Article 8 thereof; – 2002/19/EC of the European Parliament and of the Council of 7 March 2002 on access to, and interconnection of, electronic communications networks and associated facilities (Access Directive); – 2002/20/EC of the European Parliament and of the Council of 7 March 2002 on the authorisation of electronic communications networks and services (Authorisation Directive), as amended by Directive 2009/140/EC of the European Parliament and of the Council of 25 November 2009; – 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive); and – 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), as amended by Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009 must be interpreted as not precluding national rules on the application of a charge such as the charge paid for a government licence under which the use of terminal equipment for terrestrial mobile radio communication under a subscription contract is subject to a general authorisation or a licence and to the payment of such a charge, provided that the subscription contract itself is equivalent to a licence or general authorisation and, accordingly, no intervention is required in that regard by the public administrative authorities. 2. Article 20 of Directive 2002/22, as amended by Directive

			2009/136, and Article 8 of Directive 1999/5 must be interpreted as not precluding, for the purposes of the application of a charge such as the charge paid for a government licence, a subscription contract for mobile telephony services from being equated with a general authorisation or a radio station licence, which must moreover include details of the type of equipment concerned and the corresponding certification. 3. In a case such as that in the main proceedings, European Union law, as laid down in Directives 1999/5, 2002/19, 2002/20, as amended by Directive 2009/140, 2002/21 and 2002/22, as amended by Directive 2009/136, and in Article 20 of the Charter of Fundamental Rights of the European Union, must be interpreted as not precluding differential treatment of users of terminal equipment for terrestrial mobile radio communication, depending on whether they conclude a subscription contract for mobile telephony services or purchase those services in the form of pay-as-you-go or top-up cards, under which only the former are subject to rules such as those establishing the charge paid for a government licence.

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Sąd Najwyższy (Poland) lodged on 21 May 2015	C-231/15	Prezes Urzędu Komunikacji Elektronicznej, Petrotel sp. z o.o. w Płocku v Polkomtel sp. z o.o.	Must the first and third sentences of Article 4(1) of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive) ([1]) be interpreted as meaning that — in the event that a network provider contests a decision of the national regulatory authority setting call termination rates in the network of that undertaking (MTR decision), and that undertaking then contests a subsequent decision of the national regulatory authority amending a contract between the addressee of the MTR decision and another undertaking so that the rates paid by that other undertaking for call termination in the network of the addressee of the MTR decision correspond to the rates set in the MTR decision (implementing decision) — the national court, having found that the MTR decision has been annulled, cannot annul the implementing decision in view of the fourth sentence of Article 4(1) of Directive 2002/21 and the interests which the undertaking benefitting from the implementing decision derives from the principle of the protection of legitimate expectations or of legal certainty, or must the first and third sentences of Article 4(1) of Directive 2002/21, in conjunction with Article 47 of the Charter of Fundamental Rights, be interpreted as meaning that the national court may annul the implementing decision of the national regulatory authority and consequently remove the obligations laid down therein for the period preceding the judgment if it finds that that is necessary in order to provide effective protection for the rights of the undertaking appealing against the national

			regulatory authority's decision that enforces the obligations laid down in the MTR decision which was subsequently annulled?
Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 22 May 2015	C-240/15	Autorità per le Garanzie nelle Comunicazioni v Istituto Nazionale di Statistica — ISTAT and Others	Do the impartiality, financial autonomy and organisational independence which national regulatory authorities must be granted under Article [3] of Directive 2002/21/EC [1] and the substantial self-financing of such authorities referred to in Article 12 of Directive 2002/20/EC [2] preclude national legislation (such as that relevant to the present proceedings) which additionally makes such authorities subject, in general, to legislation on public finance and, in particular, to specific provisions relating to containing and streamlining expenditure incurred by public administrative authorities?
Request for a preliminary ruling from the Tribunale Amministrativo Regionale per il Lazio (Italy) lodged on 29 June 2015	C-322/15	Google Ireland Limited, Google Italy Srl v Autorità per le Garanzie nelle Comunicazioni	Does Article 56 TFEU preclude application of contested Resolution No 397/13/CONS of the Autorità di garanzia delle Telecomunicazioni, and of the related provisions of national law, as interpreted along the lines proposed by that authority, which require the submission of complex 'economic system information' (which must be drawn up in accordance with Italian accounting standards) on the economic activities carried out in relation to Italian consumers, motivated by objectives of protecting competition but necessarily connected to the various and more limited institutional functions of that authority of safeguarding pluralism within the sector concerned, to operators which none the less do not come within the scope of the national legislation governing that sector (the Testo Unico dei Servizi di Media Audiovisivi e Radiofonici), and in particular, in the case under review here, to a national operator carrying out only services for its fellow subsidiary governed by Irish law and also, as regards the latter, to an operator not having its headquarters and not carrying on any business using employees within national territory; alternatively, does this constitute a measure restricting freedom to provide services within the European Union in breach of Article 56 TFEU?
Request for a preliminary ruling from the Østre Landsret (Denmark) lodged on 2 July 2015	C-327/15	TDC A/S v Teleklagenævnet, Erhvervs- og Vækstministeriet	Does Directive 2002/22/EC of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services ('the Universal Service Directive'), [1] including Article 32, preclude a Member State from laying down rules which do not allow an undertaking to lodge a claim against the Member State for separate recovery of the net costs of providing additional mandatory services not covered by Chapter II of that Directive, where the undertaking's profits from other services which are covered by the undertaking's universal service obligations under Chapter II of that Directive exceed the losses associated with the provision of the additional mandatory services? Does the Universal Service Directive preclude a Member State from laying down rules allowing undertakings to lodge a claim against the Member State for recovery of the net costs of providing additional mandatory services which are not

			covered by Chapter II of that Directive, only if the net costs amount to an unreasonable burden for the undertakings? If Question 2 is answered in the negative, may the Member State decide that there is no unreasonable burden associated with the provision of additional mandatory services not covered by Chapter II of that directive, if the undertaking as a whole has achieved profits from the provision of all those services where that undertaking has a universal service obligation, including the provision of services which the undertaking would have provided even without having the universal service obligation? Does the Universal Service Directive preclude a Member State from laying down rules that a designated undertaking's net costs associated with the provision of universal service pursuant to Chapter II of that directive are to be calculated on the basis of all income and costs associated with the provision of the service in question, including that income and those costs which the undertaking also would have had without having the universal service obligation? If the national rules in question (see Questions 1 to 4) are applied to an additional mandatory service that has to be provided not only in Denmark but in both Denmark and Greenland, which by virtue of Annex II to the TFEU is an overseas country or territory, do the answers to Questions 1 to 4 then also apply to that part of the requirement that relates to Greenland, where the service is entrusted by the Danish authorities to an undertaking established in Denmark and that undertaking has no other activities in Greenland? Of what relevance are Articles 107(1) TFEU and 108(3) TFEU and the Commission Decision of 20 December 2011 on the application of Article 106(2) TFEU to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest [2] for the answers to Questions 1 to 5? Of what relevance is the principle of minimum distortion of competition in inter alia Article 1(2) and Article 3(2) of and recitals 4, 18, 23 and 26 in the preamble and Part B of Annex IV to the Universal Service Directive for the answers to Questions 1 to 5? If the provisions of the Universal Service Directive preclude national schemes as referred to in Questions 1, 2 and 4, do those provisions or preclusions have direct effect? What more specific factors should be considered when assessing whether a national time limit for applications as described in point 3.17, and its application, are consistent with the principles of cooperation in good faith, equivalence and effectiveness in EU law?

Energy

Judgments, Orders and Opinions

	Case-number	Parties	Outcome
ARRÊT DE LA COUR (sixième chambre) 10 septembre 2015	C-36/14	European Commission v Republic of Poland.	1) En appliquant un régime d'intervention de l'État consistant en l'obligation, pour les entreprises énergétiques, de pratiquer des prix de fourniture du gaz naturel approuvés par le président de l'Urzad Regulacji Energetyki (Office de régulation de l'énergie), obligation qui n'est pas limitée dans le temps et dont le droit national n'impose pas à l'administration de réexaminer périodiquement la nécessité et les modalités d'application dans le secteur du gaz, en fonction de l'évolution de celui-ci, et qui se caractérise par son application à un cercle non défini de bénéficiaires ou de clients, sans établir de distinction entre les clients ou selon leur situation au sein des différentes catégories de clients, la République de Pologne a manqué aux obligations qui lui incombent en vertu des dispositions combinées de l'article 3, paragraphe 1, et de l'article 3, paragraphe 2, de la directive 2009/73/CE du Parlement européen et du Conseil, du 13 juillet 2009, concernant les règles communes pour le marché intérieur du gaz naturel et abrogeant la directive 2003/55/CE. 2) La République de Pologne est condamnée aux dépens.

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Conseil d'État (France) lodged on 18 December 2014	C-121/15	Association nationale des opérateurs détaillants en énergie (ANODE) v Premier ministre, Ministre de l'économie, de l'industrie et du numérique, Commission de régulation de l'énergie, GDF Suez	1. Must the intervention of a Member State consisting in requiring the incumbent supplier to offer to supply final consumers with natural gas at regulated tariffs, but which does not preclude competing offers from being made at prices lower than those tariffs by the incumbent supplier or alternative suppliers, be regarded as leading to a situation whereby price levels for the supply of natural gas to final consumers are determined independently of free market forces and as constituting, by its very nature, an obstacle to the achievement of a competitive market in natural gas, as referred to in Article 3(1) of Directive 2009/73/EC ([1])? 2. If the first question is to be answered in the affirmative, what criteria should be used to assess the compatibility with Directive 2009/73/EC of such State intervention in the price of the supply of natural gas to final consumers? In particular: a) To what extent and under what conditions does Article 106(2) TFEU, read in conjunction with Article 3(2) of Directive 2009/73/EC, enable Member States to pursue, by intervening in prices for the supply of natural gas to

			consumers, objectives other than maintaining the price of supply at a reasonable level, such as ensuring secure supply and territorial cohesion? b) In the light of the objectives of secure supply and territorial cohesion, does Article 3(2) of Directive 2009/73/EC permit a Member State to intervene in determining the price of the supply of natural gas on the basis of the principle that the incumbent supplier's costs be covered in full, and may the costs intended to be covered by the tariffs include components other than the portion representing long-term supply?

Postal Services

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Korkein hallinto-oikeus (Finland) lodged on 14 July 2015	C-368/15	Ilves Jakelu Oy	In interpreting Article 9 of Postal Directive 97/67/EC, [1] as amended by Directives 2002/39/EC [2] and 2008/6/EC, [3] is the distribution of postal items of contract customers to be considered a service outside the scope of the universal service under Article 9(1) or a service within the scope of the universal service under Article 9(2), where the postal undertaking agrees with its customers on the conditions governing delivery and charges them an individually agreed fee? If the aforementioned distribution of postal items of contract customers involves a service outside the scope of the universal service, are Article 9(1) and Article 2(14) to be interpreted in such a way that the provision of such postal services, under circumstances such as those in the main proceedings, can be made subject to an individual licence, as provided for in the Postal Act? If the aforementioned distribution of postal items of contract customers involves a service outside the scope of the universal service, is Article 9(1) to be interpreted in such a way that an authorisation concerning such services can be made subject only to terms intended to guarantee compliance with the essential requirements under Article 2(19) of the Postal Directive and that authorisations concerning such services cannot be made subject to any terms with respect to the quality, availability, or performance of the relevant services under Article 9(2) of the Directive? If authorisations concerning the aforementioned distribution of postal items of contract customers can be made subject only to terms intended to guarantee compliance with the essential requirements, can terms such as those at issue in the main proceedings — which relate to the postal service's conditions governing delivery, the frequency of distribution of items, change-of-address and delivery-suspension service, the

			labelling of items, and clearance locations — be considered consistent with the essential requirements under Article 2(19) and necessary in order to guarantee compliance with the essential requirements under Article 9(1)?

Product Liability

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 13 May 2015	C-219/15	Elisabeth Schmitt v TÜV Rheinland LGA Products GmbH	Is it the purpose and intention of the Directive [1]93/42/EEC that, in the case of Class III medical devices, the notified body responsible for auditing the quality system, examining the design of the product and surveillance acts in order to protect all potential patients and may therefore, in the event of a culpable infringement of an obligation, have direct and unlimited liability towards the patients concerned? Does it follow from the aforementioned points of Annex II to Directive 93/42/EEC that, in the case of Class III medical devices, the notified body responsible for auditing the quality system, examining the design of the product and surveillance is subject to a general obligation to examine devices, or at least to examine them where there is due cause? Does it follow from the aforementioned points of Annex II to Directive 93/42/EEC that, in the case of Class III medical devices, the notified body responsible for auditing the quality system, examining the design of the product and surveillance is subject to a general obligation to examine the manufacturer's business records and/or to carry out unannounced inspections, or at least to do so where there is due cause?

Judicial Co-operation

Judgements, Orders, and Opinions

	Case-number	Parties	Outcome
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. P. Cruz Villalón présentées le 8 septembre 2015	C- 297/14	Dr. Rüdiger Hobohm Contre Benedikt Kampik Ltd & Co. KG, Benedikt Aloysius Kampik Et Mar Mediterraneo Werbe- und Vertriebsgesellschaft für Immobilien SL	«Les dispositions combinées de l'article 15, paragraphe 1, sous c), deuxième alternative et de l'article 16, paragraphe 1, deuxième alternative, du règlement Bruxelles I doivent être interprétées en ce sens que, dans les circonstances particulières du litige au principal, l'existence d'un contrat auparavant conclu par les mêmes parties et par rapport auquel il existe un lien de causalité matériel peut constituer un indice permettant de considérer que l'activité du professionnel est 'dirigée' vers l'État membre du domicile du consommateur, indice qui doit être apprécié à la lumière de

			tous les éléments dont le juge national dispose. Par ailleurs, si la juridiction nationale estime que le professionnel a fait une proposition au consommateur, il y a lieu de considérer que cette proposition relève de la notion de 'tout moyen' par lequel un professionnel est susceptible de diriger son activité vers l'État membre du domicile du consommateur».
JUDGMENT OF THE COURT (Third Chamber) 10 September 2015	C-47/14	Holterman Ferho Exploitatie BV and Others v Friedrich Leopold Freiherr Spies von Büllesheim	1. The provisions of Chapter II, Section 5 (Articles 18 to 21) of Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, in a situation such as that at issue in the main proceedings in which a company sues a person, who performed the duties of director and manager of that company in order to establish misconduct on the part of that person in the performance of his duties and to obtain redress from him, must be interpreted as meaning that they preclude the application of Article 5(1) and (3) of that regulation, provided that that person, in his capacity as director and manager, for a certain period of time performed services for and under the direction of that company in return for which he received remuneration, that being a matter for the referring court to determine. 2. Article 5(1) of Regulation No 44/2001 must be interpreted as meaning that an action brought by a company against its former manager on the basis of an alleged breach of his obligations under company law comes within the concept of 'matters relating to a contract'. In the absence of any derogating stipulation in the articles of association of the company, or in any other document, it is for the referring court to determine the place where the manager in fact, for the most part, carried out his activities in the performance of the contract, provided that the provision of services in that place is not contrary to the parties' intentions as indicated by what was agreed. 3. In circumstances such as those at issue in the main proceedings in which a company is suing its former manager on the basis of allegedly wrongful conduct, Article 5(3) of Regulation No 44/2001 must be interpreted as meaning that that action is a matter relating to tort or delict where the conduct complained of may not be considered to be a breach of the manager's obligations under company law, that being a matter for the referring court to verify. It is for the referring court to identify, on the basis of the facts of the case, the closest linking factor between the place of the event giving rise to the damage and the place where the damage occurred.

Pending cases

	Case-number	Parties	Questions

Request for a preliminary ruling from the Înalta Curte de Casație și Justiție (Romania) lodged on 20 April 2015	C-175/15	Taser International Inc. v SC Gate 4 Business SRL, Cristian Mircea Anastasiu	Must Article 24 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters be interpreted as meaning that the expression 'jurisdiction derived from other provisions of this Regulation' also covers the situation in which the parties to a contract for the assignment of rights to a trade mark registered in a Member State of the European Union have decided, unequivocally and undisputedly, to confer jurisdiction to settle any dispute regarding fulfilment of contractual obligations on the courts of a State which is not a Member State of the European Union and in which the applicant is domiciled (has its seat), while the applicant has seised a court of a Member State of the European Union in whose territory the defendant is domiciled (has its seat)? If the answer is in the affirmative: Must Article 23(5) of that regulation be interpreted as not referring to a clause conferring jurisdiction on a State that is not a Member State of the European Union, so that the court seised pursuant to Article 2 of the regulation will determine jurisdiction according to the rules of private international law in its own national legislation? Can a dispute relating to the enforcement, through the courts, of the obligation to assign rights to a trade mark registered in a Member State of the European Union, assumed under a contract between the parties to that dispute, be regarded as referring to a right 'required to be deposited or registered' within the meaning of Article 22(4) of the regulation, having regard to the fact that, under the law of the State in which the trade mark is registered, the assignment of rights to a trade mark must be entered in the Trade Mark Register and published in the Official Industrial Property Bulletin? If the answer is in the negative, does Article 24 of the regulation preclude a court seised pursuant to Article 2 of the regulation, in a situation such as that described in the above question, from declaring that it does not have jurisdiction to determine the case, even though the defendant has entered an appearance before that court, including in the final instance, without contesting jurisdiction?
Request for a preliminary ruling from the Vrhovno sodišče Republike Slovenije (Slovenia) lodged on 22 April 2015	C-185/15	Marjan Kostanjevec v F&S Leasing, GmbH	1.Must the term 'counter-claim' within the meaning of Article 6(3) of Regulation No 44/2001 ([1]) be interpreted as extending also to an application lodged as a counter-claim in accordance with national law after, in review proceedings, a judgment that had become final and enforceable was set aside in proceedings on the respondent's main claim and that same case has been referred back to the court of first instance for fresh examination, but the appellant, in his counter-claim alleging unjust enrichment, seeks refund of the amount which he was obliged to pay on the basis of the judgment set aside delivered in the proceedings on the respondent's main claim? 2.Must the term 'matters relating to a contract concluded by a person, the consumer', used in Article 15(1) of Regulation No 44/2001, be interpreted as extending to a situation in which the consumer lodges his own application, whereby he

			pursues a claim alleging unjust enrichment, by way of counter-claim for the purposes of national law, linked to the main claim, which nevertheless relates to a case concerning a consumer contract in accordance with the abovementioned provision of Regulation No 44/2001, and whereby the consumer-appellant seeks refund of the amount he was obliged to pay by a judgment (subsequently) set aside, delivered in proceedings on the respondent's main claim, and therefore refund of the amount deriving from a case concerning consumer contracts? 3.If, in the case described above, jurisdiction cannot be based either on the jurisdictional rules for counter-claims or on the jurisdictional rules for consumer contracts: a) must the term 'matters relating to a contract' in Article 5(1) of Regulation No 44/2001 be interpreted as extending to an action whereby the appellant pursues a claim alleging unjust enrichment, but that is submitted as a counter-claim under national law, linked to the respondent's main claim, which relates to the contractual relationship between the parties, when the purpose of the claim alleging unjust enrichment is to obtain refund of the amount the appellant was obliged to pay by a judgment (subsequently) set aside, delivered in proceedings on the main claim brought by the respondent, and therefore refund of the amount deriving from a contractual case? If the foregoing question can be answered in the affirmative: b) in the case described above, must jurisdiction based on the place of performance within the meaning of Article 5(1) of Regulation No 44/2001 be examined on the basis of the rules governing the performance of obligations deriving from a claim alleging unjust enrichment?
Request for a preliminary ruling from the Cour d'appel de Paris (France) lodged on 29 April 2015	C-196/15	Granarolo SpA v Ambrosi Emmi France SA	1. Must Article 5(3) of Council Regulation (EC) No 44/2001 of 22 December 2000 ([1]) be interpreted as meaning that an action for damages for the abrupt termination of an established business relationship for the supply of goods over several years to a retailer without a framework contract, nor an exclusivity agreement is a matter relating to tort? 2. If the answer to the first question is in the negative, is Article 5(1)(b) of that regulation applicable in determining the place of performance of the obligation at issue in Question 1?
Request for a preliminary ruling from the Pécsi Törvényszék (Hungary) lodged on 15 May 2015	C-222/15	Hőszig Kft. v Alstom Power Thermal Services	I.With regard to Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ('Regulation No 593/2008'): 1.May a court or tribunal of a Member State interpret the expression 'it appears from the circumstances' used in Article 10(2) of Regulation No 593/2008 as meaning that the examination of 'the circumstances which must be taken into consideration' in order to determine whether it is reasonable to find that a party did not consent, under the law of the State

			in which the party has his habitual residence, must cover the circumstances of the conclusion of the contract, the subject-matter of the contract and the performance of the contract? 1.1. Must the effect referred to in Article 10(2) resulting from the situation described in the preceding paragraph 1 be interpreted as meaning that when, as a result of the reference made [to the law of the country of habitual residence] by a party, it appears from the circumstances that consent to the law applicable pursuant to paragraph 1 was not a reasonable effect of that party's conduct, the court must determine the existence and validity of the contractual clause pursuant to the law of the country of habitual residence of the party who made the reference? 2. May the court of that Member State interpret Article 10(2) of Regulation No 593/2008 as meaning that the court has a discretion — having regard to all the circumstances of the case — if, in the light of the circumstances to be taken into consideration, consent to the law applicable under Article 10(1) was not a reasonable effect of the party's conduct? 3. If a party — under Article 10(2) of Regulation No 593/2008 — refers to the law of the country in which he has his habitual residence in order to establish that he did not consent, must the court of a Member State take into account the law of the country of habitual residence of that party in the sense that, by virtue of the law of that country, because of the 'circumstances' mentioned, the consent of that party to the law chosen in the contract was not reasonable conduct? 3.1. In that case, is an interpretation by a court of a Member State contrary to EU law if, according to that interpretation, the examination of the 'circumstances' in order to determine whether it is reasonable to find that a party did not consent covers the circumstances of the conclusion of the contract, the subject-matter of the contract and the performance of the contract? II. With regard to Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters: 1.Is the interpretation of a court of a Member State contrary to Article 23(1) of Regulation No 44/2001 if, according to it, a specific court must be designated or — having regard to the content of recital 14 in the preamble to that Regulation — is it sufficient if the wish or intention of the parties can be deduced unequivocally from the wording? 1.1. Is the interpretation of a court of a Member State consistent with Article 23(1) of Regulation No 44/2001 if, according to it, a clause conferring jurisdiction, included in the standard contract terms of one of the parties, under which the parties stipulate that disputes arising from or connected with the validity, performance or termination of the order which cannot be settled amicably between the parties are to be subject to the exclusive and final jurisdiction of the courts of a

			city of a specific Member State — specifically, the courts of Paris — is sufficiently precise, given that the wish or intention of the parties in relation to the designated Member State can be deduced unequivocally from its wording — having regard to the content of recital 14 in the preamble to the Regulation?
Request for a preliminary ruling from the Landgericht Itzehoe (Germany) lodged on 23 July 2015	C-397/15	Raiffeisen Privatbank Liechtenstein AG v Gerhild Lukath	1. Is the agreement between a bank and a consumer for the granting of credit, which is linked to an agreement to take out life assurance and an agreement for advising on and brokering a capital investment, which in turn serves as security for the credit amount, to be regarded as a contract for the supply of services within the meaning of Article 5(2) of the Rome Convention of 19 June 1980 on the law applicable to contractual obligations? [1] 2. Is Article 5(2) of the Rome Convention also applicable to cases in which advertising comes and/or contact is made from a county in which the consumer has his main place of residence, although he signs the agreements at his secondary place of residence, if the other party to the agreements or his agent received the consumer's order in the State of the main place of residence?

EUROPEAN COMMISSION

DG CONNECT

Have your say on geo-blocking and the role of platforms in the online economy

On 24 September, the European Commission launchied a public debate with two consultations: one on geo-blocking and the other one on platforms, online intermediaries, data, cloud computing and the collaborative economy. Views expressed and information gathered will help the Commission assess the need for, or prepare initiatives as part of the Digital Single Market Strategy and the Internal Market Strategy for Goods and Services.

The consultation on geo-blocking and other forms of geographically-based restrictions will **gather opinions on unjustified commercial barriers which prevent from buying and selling products and services within the EU**. It covers, for example, customers who are charged different prices or offered a different range of goods depending on where they live, but it does not cover copyright-protected content and content licensing practices.

The second consultation will look at the economic role of online platforms, which include, for example, search engines, social media, video sharing website, app stores, etc. **It will also explore the liability of intermediaries as regards illegal content hosted online and how to improve the free flow of data in the EU and to build a European Cloud.** It will look as well into the possibilities and potential issues raised by the rise of the collaborative economy.

http://europa.eu/rapid/press-release_IP-15-5704_en.htm

DG COMPETITION

Commission welcomes General Court rulings upholding TV and computer monitor tubes cartel decision

On 9 September, the European Commission welcomed judgments by the EU General Court in the TV and computer monitor tubes cartel. (cases T-82/13 Panasonic/MTPD, T-84/13 Samsung SDI, T-91/13 LG Electronics, T-92/13 Philips and T-104/13 Toshiba) upholding the majority of the Commission's decision, regarding both the substantive issues and the general principles followed to set the level of fines (the fines remain the highest ever combined fines for cartels – just over € 1.4 billion).

These judgments are important for several reasons. First, they confirm the Commission's right to sanction cartels that concern products made from components of foreign origin and that are not themselves sold within the European Economic Area (EEA). **The General Court confirmed in particular that the Commission had jurisdiction notwithstanding the fact that the cartels were formed outside the EEA. The cartel arrangements directly influenced the setting of prices and of volumes delivered to the EEA either as direct sales or as processed products.**

Second, the General Court also agreed with the Commission's substantive assessment of the case, except for the individual participation of Toshiba as it considered that the Commission had not sufficiently established Toshiba's awareness of the overall cartel. The General Court found that the different sets of meetings (either in Europe or Asia) and different product variations were an integral part of a single and continuous infringement of EU antitrust rules. The cartel members continued their collusion even after alternative technologies (such as Liquid Crystal Displays, "LCD") started to replace the product and took action to jointly counter a decline in demand.

Third, some of the cartel members in this case formed joint ventures through which they continued their participation in the cartels. The General Court confirmed the Commission's decision, in line with established case law, that parent companies were liable for the illegal anticompetitive behaviour of joint ventures irrespective of the ownership shares (regarding both the Philips/LG Electronics and the Toshiba/Panasonic joint ventures). The General Court confirmed this for both joint ventures and rejected arguments based on lack of awareness of the joint ventures' participation in the cartels. The General Court agreed with the Commission's assessment on the participation of Philips, LG Electronics and Panasonic prior to creation of the joint ventures.

Finally, the General Court also confirmed the fines methodology, including the Commission's leniency assessment. However, it reduced the fines for Panasonic, Toshiba and MTPD as it found that the companies provided more detailed value of sales figures than what the Commission had used. Importantly, it agreed with the Commission that Samsung SDI had downplayed the nature of the cartel and that the contacts with other parties were clearly collusive.

http://europa.eu/rapid/press-release_MEMO-15-5616_en.htm

Antitrust: Commission sends Statement of Objections on cross-border provision of pay-TV services available in UK and Ireland

On 23 July, the European Commission sent a Statement of Objections to Sky UK and six major US film studios: Disney, NBCUniversal, Paramount Pictures, Sony, Twentieth Century Fox and Warner Bros. The Commission takes the preliminary view that **each of the six studios and Sky UK have bilaterally agreed to put in place contractual restrictions that prevent Sky UK from allowing EU consumers located elsewhere to access, via satellite or online, pay-TV**

services available in the UK and Ireland. Without these restrictions, Sky UK would be free to decide on commercial grounds whether to sell its pay-TV services to such consumers requesting access to its services, taking into account the regulatory framework including, as regards online pay-TV services, the relevant national copyright laws.

US film studios typically license audio-visual content, such as films, to a single pay-TV broadcaster in each Member State (or combined for a few Member States with a common language). **The Commission's investigation, which was opened in January 2014, identified clauses in licensing agreements between the six film studios and Sky UK which require Sky UK to block access to films through its online pay-TV services (so-called "geo-blocking") or through its satellite pay-TV services to consumers outside its licensed territory (UK and Ireland).**

The Commission's preliminary view as set out in the Statement of Objections is that such clauses restrict Sky UK's ability to accept unsolicited requests for its pay-TV services from consumers located abroad, i.e. from consumers located in Member States where Sky UK is not actively promoting or advertising its services (so-called "passive sales"). Some agreements also contain clauses requiring studios to ensure that, in their licensing agreements with broadcasters other than Sky UK, these broadcasters are prevented from making their pay-TV services available in the UK and Ireland.

As a result, **these clauses grant 'absolute territorial exclusivity' to Sky UK and/or other broadcasters**. They eliminate cross-border competition between pay-TV broadcasters and partition the internal market along national borders. The Commission's preliminary conclusion is that, in the absence of convincing justification, the clauses would constitute a serious violation of EU rules that prohibit anticompetitive agreements (Article 101 of the Treaty on the Functioning of the European Union).

http://europa.eu/rapid/press-release_IP-15-5432_en.htmm

Antitrust: Commission opens two formal investigations against chipset supplier Qualcomm

On 16 July, The European Commission has opened two formal antitrust investigations into possible abusive behaviour by Qualcomm in the field of baseband chipsets used in consumer electronic devices. **The first will examine whether Qualcomm has breached EU antitrust rules that prohibit the abuse of a dominant market position by offering financial incentives to customers on condition that they buy the baseband chipsets exclusively or almost exclusively from Qualcomm**. The second will look into whether Qualcomm engaged in 'predatory pricing' by charging prices below costs with a view to forcing its competition out of the market.

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http://europa.eu/rapid/press-release_IP-15-5383_en.htm

Antitrust: Commission sends Statement of Objections to MasterCard on cross-border rules and inter-regional interchange fees

On 9 July, the European Commission thas sent a Statement of Objections to MasterCard. The Statement of Objections outlines the Commission's preliminary view that **MasterCard's rules prevent banks from offering lower interchange fees to retailers based in another Member State of the European Economic Area (EEA),** where interchange fees may be higher. As a result, retailers cannot benefit from lower fees elsewhere and competition between banks cross-border may be restricted, in breach of European antitrust rules. The Statement of Objections also alleges that MasterCard's interchange fees for transactions in the EU using MasterCard cards issued in other regions of the world breach European antitrust rules by setting an artificially high minimum price for processing these transactions. The sending of a Statement of Objections does not prejudge the outcome of the investigation.

http://europa.eu/rapid/press-release_IP-15-5323_en.htm

DG ENERGY

EU-Ukraine-Russia talks agree on the terms of a binding protocol to secure gas supplies for the coming winter

On 25 September, after several rounds of trilateral and bilateral negotiations over the last months, the European Commission, the Russian Federation and Ukraine have agreed on the terms of gas deliveries to Ukraine for the upcoming winter period from the 1st of October until the end of March 2016.

They have initialised the binding protocol and submitted it to the respective governments for confirmation. Vice-President Šefčovič said: "The agreement on the terms of the new Winter Package is a crucial step towards ensuring that Ukraine has sufficient gas supplies in the coming winter and that there is no threat to the continued reliable gas transit from Russia to the EU. The initialising demonstrates that both parties live up to their roles as reliable partners in the gas business. I am confident that the agreement will be soon confirmed and smoothly implemented for the benefit of all parties concerned."

According to the initialled protocol, Ukrainian side commits to securing natural gas transit through its territory to the EU, including via injecting 2 bcm of natural gas into underground storage still in October 2015.

http://europa.eu/rapid/press-release_STATEMENT-15-5724_en.htm

Transforming Europe's energy system - Commission's energy summer package leads the way

As part of the Energy Union strategy, on 15 July **the Commission presented proposals to deliver a new deal for energy consumers**, to launch a redesign of the European electricity market, to update energy efficiency labelling and to revise the EU Emissions Trading System.

Recognising that citizens must be at the core of the Energy Union, the Commission presents a Communication on delivering a new deal for energy consumers, based on a three-pillar strategy: 1. helping consumers save money and energy through better information; 2. giving consumers a wider choice of action when choosing their participation at energy markets and 3. maintaining the highest level of consumer protection.

Consumers need to become just as well-informed and empowered as buyers and sellers on wholesale markets through clearer billing and advertising rules, trustworthy price comparison tools and by leveraging their great bargaining power through collective schemes (such as collective switching and energy cooperatives).

Finally, consumers need to be free to generate and consume their own energy under fair conditions in order to save money, help the environment, and ensure security of supply.

http://europa.eu/rapid/press-release_IP-15-5358_en.htm

Fact sheet: New energy market design to pave the way for a new deal for consumers

The European Commission's new electricity market design initiative aims to improve the functioning of the internal electricity market in order to allow electricity to move freely to where and when it is most needed, reap maximum benefits for society from cross-border competition and provide the right signals and incentives to drive the right investments, while fully integrating increasing shares of renewable energies.

(…)

The transformation towards a low-carbon and efficient energy system is happening on wholesale markets. Why can't retail consumers enjoy the benefits yet?

> Today, most EU consumers do not have access to information on the changing economic and environmental costs of using energy at different times of the day, week or year. These costs fluctuate all the time because of the weather and our daily routines, amongst other things.
> Most retail consumers are, sometimes unknowingly, paying a premium for the stability. This not only makes energy more expensive because we need to pay for more power plants and networks to meet occasional demand peaks, but it also means that we import and burn more fossil fuels than we need to.
>
> However, some consumers choose contracts that take advantage of the highs and lows of the market and make savings on their bills. For example, consumers in Finland or Sweden who opt for dynamically priced electricity contracts have saved 15%-30% on their electricity bills thanks to dynamic contracts and smart metering.
>
> Another barrier to consumers fully benefiting from the ongoing energy transition is the difficulty of comparing bills and advertising from different energy companies – a situation that encourages consumers to stick with their current supplier. Whilst wholesale markets are becoming more transparent and competitive, retail consumers are still often confused about the supply options they have. What's more, even if a consumer is able to find a better deal, contractual obligations and administrative hurdles can discourage them from making the switch.

What will make a new deal for consumers?

> A fundamental change is necessary in the role consumers play in the market. We need to give consumers the opportunity to adapt their energy usage to take advantage of real-time changes in supply and demand.
>
> Consumers need to be able to act as buyers and sellers – with innovative companies offering them new services based on clearer and comparable billing and advertising rules that facilitate switching suppliers, but also through access to trustworthy and relevant price comparison tools and by leveraging their great bargaining power through collective schemes (e.g. collective switching, energy cooperatives). Consumers need to be free to generate and consume their own energy under fair conditions in order to save money, help the environment, and ensure security of supply.

Finally, consumers in situations of vulnerability or energy poverty and household less able to shift their demand or to become prosumers need to be effectively protected during this transition and offered targeted assistance to improve the energy efficiency of their houses.

http://europa.eu/rapid/press-release_MEMO-15-5351_en.htm

DG FINANCIAL STABILITY, FINANCIAL SERVICE AND CAPITAL MARKETS

Call for Evidence: EU Regulatory Framework for Financial Service

On 30 September, the European Commission put in place the call for evidence in the financial service. The call for evidence is a public consultation in which the Commission invites all interested parties to provide feedback and empirical evidence on the benefits, unintended effects, consistency and coherence of the financial legislation adopted in response to the financial crisis.

The EU put in place a wide range of measures in the wake of the crisis to restore financial stability and public confidence in the financial system. Many of those measures - over 40 in total - were adopted in difficult circumstances and in a short period of time. As a result of this period of intensive rule-making, improved supervision and market actions, the EU financial sector is now more resilient and in a better position to fund the European economy and support jobs and growth, as several studies have shown.

The Commission is looking for evidence and concrete feedback on:

- Rules affecting the ability of the economy to finance itself and to grow;
- Unnecessary regulatory burdens;
- Interactions, inconsistencies and gaps;
- Rules giving rise to possible other unintended consequences.

To see the complete list of the issues covered in this public consuation, click here.

http://europa.eu/rapid/press-release_MEMO-15-5735_en.htm

A European Framework For Simple And Transparent Securitisation

On 30 September, the securitisation framework was proposed and it will be transmitted to the European Parliament and the Council for adoption under the co-decision procedure. As with any other EU Regulation, its provisions will be directly applicable (i.e. legally binding in all EU Member States without transposition into national law) as from the day of entry into force.

The proposed securitisation framework is a package including a Securitisation Regulation and amending the Capital Requirement Regulation.

The main objectives are:

- To revive markets on a more sustainable basis so that STS securitisation can act as an effective funding channel to the economy;
- To allow for efficient and effective risk transfers to a broad set of institutional investors;
- To allow securitisation to function as an effective funding mechanism for some non-banks (such as insurance companies) as well as banks;
- **To protect investors and to manage systemic risk**.

'Simple securitisation' means that:

- Assets packaged in securitisation must be homogeneous loans/receivables (e.g. car loans with car loans, residential mortgages with residential mortgages).

- No securitisation of securitisations is allowed.
- Loans must have a credit history long enough to allow reliable estimates of default risk.
- **The ownership of a loan must have been transferred to the securitisation issuer (i.e. they must be sold by the creator of the loans to the entity that will issue the securitisation).**

'Transparent and standardised securitisation' means that:

- Loans packaged in securitisation must have been created using the same lending standards as any other loan, no "cherry-picking" allowed.
- At least 5% of the loans portfolio must be retained by the originator.
- Documents must provide details of the structure used and the payment cascade (i.e. the sequence and amount of payments to each tranche)
- Data on packaged loans must be published on an ongoing basis.
- **The contractual obligations, duties and responsibilities of all key parties to the securitisation must be clearly defined.**

http://europa.eu/rapid/press-release_MEMO-15-5733_en.htm

Financial stability: new Commission rules on central clearing for interest rate derivatives

On 06 Augut, The European Commission **adopted new rules that make it mandatory for certain over-the-counter (OTC) interest rate derivative contracts to be cleared through central counterparties**. Mandatory central clearing is a vital part of the response to the financial crisis; it follows commitments made by world leaders at the G-20 Pittsburgh Summit in 2009, to improve transparency and mitigate risks.

The decision takes the form of a Delegated Regulation—the first such to implement the clearing obligation under the European Market Infrastructure Regulation ('EMIR'). It covers interest rate swaps denominated in euro, pounds sterling, Japanese yen or US dollars that have specific features, including the index used as a reference for the derivative, its maturity, and the notional type (i.e. the nominal or face amount that is used to calculate payments made on the derivative).

These contracts are:

- Fixed-to-float interest rate swaps (IRS), known as 'plain vanilla' interest rate derivatives;
- Float-to-float swaps, known as 'basis swaps';
- Forward Rate Agreements;
- Overnight Index Swaps.

A "central counterparty" (CCP) clears a transaction between two parties, helping to manage the risk that can arise if one party defaults on its payments. By making it necessary for some classes of interest rate derivative contracts, or 'interest rate swaps', to be cleared through CCPs, financial markets become more stable and less risky. This creates an environment more conducive to investment and economic growth in the EU.

http://europa.eu/rapid/press-release_IP-15-5459_en.htm

Commission Consults: How revised bank capital requirements have affected lending

In the wake of the financial crisis the EU, like many other jurisdictions, introduced stricter rules on capital requirements for banks. On 15 July, the Commission is starting a consultation on how some of those rules have worked in practice – for example, whether they have affected lending to small businesses and financing of infrastructure projects. During the legislative process leading

to the adoption of the new capital requirements, the EU legislator tasked the Commission to examine these matters.

Questions the consultation is seeking to answer include:

- To what extent have CRR and CRDIV affected the level of capital held by banks?
- Are all the new requirements under all circumstances proportionate to the risks they were meant to address?
- What impact are the rules having on lending to smaller businesses, and to infrastructure projects?
- Could some of the rules be simplified or differentiated by risk or size, without compromising on their objectives of financial soundness and stability of banks?

http://europa.eu/rapid/press-release_IP-15-5347_en.htm

DG INTERNAL MARKET, INDUSTRY, ENTREPRENEURSHIP AND SMEs

High Level Group on Retail Competitiveness publishes its recommendations

The report of the High Level Group on Retail Competitiveness outlines the views of the Group on how to improve the competitiveness of the EU retail sector.

The Group recommends working on strengthening the confidence of consumers and businesses in e-commerce and simplifying cross-border e-commerce in the EU. Businesses in the Internal Market should be able trade cross-border in a similar manner as they trade in their home country.

Facilitating e-commerce across borders is one of the initiatives of the Commission's Digital Single Market Strategy adopted in May and a public consultation has been launched to gather views on contract rules for online purchases.

The Group also highlighted the increasing role that e-commerce platforms play in the supply chain. **The platforms can become gatekeepers and restrict other players access to market, in particular SMEs. This raises issues about business-to-business commercial relations,** which will also be covered by the consultation on platforms foreseen in the Digital Single Market Strategy.

http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8388&lang=en&title=High-Level-Group-on-Retail-Competitiveness-publishes-its-recommendations-

European Commission issues status report of implementation of UN Guiding Principles for Business and Human Rights

A Staff Working Document issued by the European Commission in July presents the EU's activities in implementing the UNGPs and promoting progress in business and human rights.

On 16 June 2011, the United Nations Human Rights Council unanimously endorsed the UN Guiding Principles for Business and Human Rights, making the framework the first corporate human rights responsibility initiative to be endorsed by the United Nations.

The UNGPs are based on three pillars which outline how states and businesses should implement the framework:

- Pillar I: The state duty to protect human rights;

- Pillar II: The corporate responsibility to respect human rights;
- Pillar III: Access to remedy for victims of business-related abuses.

http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8374&lang=en&title=European-Commission-issues-status-report-of-implementation-of-UN-Guiding-Principles-for-Business-and-Human-Rights

DG JUSTICE AND CONSUMERS

Justice for growth: Commission launches public consultation on resolving disputes out of court

On 18 September, the European Commission launched a public consultation on the application of the Directive on mediation in civil and commercial matters. This alternative dispute resolution mechanism facilitates the quick and cost-effective resolution of disputes. It avoids the worry, time and cost often associated with court proceedings.

At European level, the average number of days in mediation is 43 days whereas the average number of days in court proceedings is 566 days. If mediation would systematically precede any trial in civil disputes, annual cost savings could be between €15 billion and €40 billion.

The public consultation will collect views from all interested individuals, mediators, legal practitioners, academics, organisations, courts, national authorities and Member States. It will feed into the preparation of the Commission's report on the application of the Directive foreseen in 2016.

The questionnaire is available until 7 Deceber in 23o official EU languages. To see it, click here.

http://ec.europa.eu/justice/newsroom/civil/news/150918_en.htm

Reading Guide: Draft text on Investment Protection and Investment Court System in the Transatlantic Trade and Investment Partnership (TTIP)

On16 September, the European Commission released the reading guide to the draft text on Investment Protection and Investment Court System in the Transatlantic Trade and Investment Partnership (TTIP). It comprises a short overview of the main reform proposals followed by a more detailed explanation, and the next steps in the process.

(…)

The text proposes the establishment of a new court system composed of:
- a Tribunal of First Instance ("Investment Tribunal") with 15 publicly appointed judges
- an Appeal Tribunal with 6 publicly appointed members

On the Investment Tribunal, the 15 judges would be appointed jointly by the EU and the US governments: (i) five EU nationals; (ii) five US nationals; (iii) five nationals of third countries. These judges would be the only ones to hear disputes under TTIP. The judges would have very high technical and legal qualifications, comparable to those required for the members of permanent international courts such as the International Court of Justice and the WTO Appellate Body. Disputes under TTIP would be allocated randomly, so disputing parties would have no influence on which of the three judges will be hearing a particular case.

This is a fundamental change compared to the old ISDS system which operates on an ad hoc basis with arbitrators chosen by the disputing parties.

http://europa.eu/rapid/press-release_MEMO-15-5652_en.htm

Last week to comment on contract rules for online purchases!

On 3 September, the European Commission has ended a public consultation on the new contract rules for online purchases of digital content and tangible goods.

Cross-border e-commerce within the EU is still far from reaching its full potential. Only 18% of consumers who used the Internet for private purposes in 2014 purchased online from another EU country, while 55% did so domestically. Only 12% of all EU retailers sell online to consumers in other EU countries, while more than one third (37%) do so domestically.

Having different contract rules that apply in cross-border sales within the EU is one of the problems that prevent businesses and consumers from fully benefiting from the Digital Single Market. **The purpose of this public consultation was to collect interested parties' views on the possible ways forward to remove contract law obstacles related to the online purchases of digital content and tangible goods.**

http://ec.europa.eu/justice/newsroom/contract/news/150826_en.htm

Commission requests AUSTRIA to comply with EU rules on unfair commercial practices

The European Commission has requested Austria to make its law conform to EU rules on Unfair Commercial Practices. **Currently, Austria bans the sale of certain products when traders visit a consumer's home or workplace and for marketing events outside the trader's retail premises, without assessing whether such traders engage in misleading, aggressive or otherwise unfair practices.** The ban concerns, for instance, food supplements or sales benefiting charities and was recently lifted with regard to cosmetics.

On 16 july, reasoned opinion forms part of a general transposition monitoring exercise on the Unfair Commercial Practices Directive. In case Austria does not respond within the deadline or provides an unsatisfactory response the Commission might decide to refer Austria to the Court of Justice of the European Union (CJEU).

http://europa.eu/rapid/press-release_MEMO-15-5356_en.htm

Commission works with European consumer authorities to better enforce consumer rights in the car rental sector

On 13 July, five major car rental companies have agreed to significantly review how they deal with consumers thanks to a joint action from the European Commission and national enforcement authorities. Citizens will benefit from more clarity on insurance policies and tank refuelling options, more fairness when handling damages, and more price transparency. Complaints related to car rentals received by the European Consumer Centres have increased sharply in the last two years.

Some of the main improvements pledged include:
Improved transparency when booking online:

- Clearer information about all mandatory charges and optional extras;
- Clearer information about key rental terms and requirements, including deposits charged on the consumer's card;

- Better information at the booking stage about optional waiver and insurance products, including their prices, exclusions and applicable excesses.
- Improved and more transparent fuel policies;
- Clearer and fairer vehicle inspection processes;
- Improved practices for taking additional charges from customers: consumers are given a reasonable opportunity to challenge any damage before any payment is taken.

The decision to act was taken following a steady increase of consumer complaints on car rental services booked in another country - from about 1,050 cases in 2012 to more than 1,750 in 2014 - as reported by European Consumer Centres. A dialogue was set up between national Consumer Protection Cooperation (CPC) authorities, led by the UK Competition and Markets Authority (CMA), and the top five car rental companies operating in the EU: Avis-Budget, Enterprise, Europcar, Hertz and Sixt. The EU trade association Leaseurope, which helped set up the action from the industry side, also agreed to further develop their practical guidelines for the whole car rental business sector.

http://europa.eu/rapid/press-release_IP-15-5334_en.htm

Commission welcomes deal to improve consumer protection for insurance products

The European Commission has welcomed the agreement reached on 30 June **on a proposal for a revised Directive on insurance sales**, known as the Insurance Distribution Directive. These new rules will improve the way insurance products are sold and will bring real benefits to consumers and retail investors. The agreement on the legal text follows negotiations between the European Parliament, the Council and the Commission.

The revised Directive will cover the entire distribution chain and will be referred to as the Insurance Distribution Directive (IDD), replacing the 2002 Insurance Mediation Directive. Under the new Directive, consumers and retail investors buying insurance products will benefit from:

- Greater transparency: insurance distributors will have to become more transparent about the price and the costs of their products, so that it is clear to consumers what they are paying for. Importantly, the consumer should know whether the seller of an insurance product has an own economic incentive to sell that particular product.
- Better and more comprehensible information, so that consumers can take more informed decisions, with a simple, standardised Product Information Document for non-life insurance products. This completes already existing consumer information documents for life insurance products (under the Solvency II Directive) and for investment products (under the PRIIPS Regulation).
- Where insurance products are offered in a package with another good or service, for example when a new car is sold at a bargain price together with motor insurance, consumers will have the choice to buy the main good or service without the insurance policy.
- Rules on transparency and business conduct to prevent consumers from buying products that do not meet their needs.

http://europa.eu/rapid/press-release_IP-15-5293_en.htm

DG MOBILITY AND TRANSPORT

Commission calls for stricter enforcement of passenger rights legislation in Europe

As millions of European citizens will be travelling during the summer period, on 3rd July the Commission called for better application and enforcement of passenger rights legislation in the European Union. As a first remedy, the Commission adopted interpretative guidelines clarifying the existing rules in the rail sector on 3 July.

Addressed to the rail transport industry and to nationalauthorities, the guidelines adopted today seek to clarify and strengthen the application and enforcement of rail passenger rights in the European Union. In particular, an assessment of the implementation of the Regulation and of the relevant case law of the European Court of Justice (ECJ) pointed at a need to clarify the following points:

- **Information:** All actors need to make information about travel, tariffs and tickets available to passengers, including in alternative formats for persons with disabilities.
- **Delays, cancellations and missed connections:** Passengers holding separate tickets under a single contract have equal rights as passengers with a single ticket.
- **Rights of persons with disabilities or reduced mobility:** Rail companies cannot ask for medical certificates as a precondition to sell a ticket, to allow these persons to use rail services or to justify their need for assistance.

Complaint handling, enforcement and cooperation between national authorities: Railway companies and national authorities have to set up adequate complaint handling mechanisms. Railway companies have to reply to complainants within strict timeframes.

http://europa.eu/rapid/press-release_IP-15-5299_en.htm

EUROPEAN AGENCIES

ACER (Agency For The Cooperation Of Energy Regulator)

ACER calls for a coordinated capacity allocation procedure on the German-Austrian border

On 23 September, **ACER has issued an Opinion on the compliance of National Regulatory Authorities' (NRAs) decisions approving the methods of allocation of cross-border transmission capacity** in the Central-East Europe (CEE) region - which includes Austria, the Czech Republic, Germany, Hungary, Poland, Slovakia and Slovenia - **with the 2009 Electricity Regulation and its Guidelines**. **In its Opinion, ACER invites the CEE NRAs and Transmission System Operators (TSOs) to commit, within the next four months, to the implementation of a coordinated capacity allocation procedure** on the German-Austrian border, according a realistic but ambitious calendar with concrete steps.

The Opinion was requested by Urząd Regulacji Energetyki (URE), the Polish NRA, on 2 December 2014. In the request URE highlighted the fact that the decisions of the Austrian, Hungarian, Slovakian and the Slovenian NRAs approve the methods of allocation of cross-border transmission capacity despite the failure of the methods themselves to provide for a capacity allocation procedure for the German-Austrian border. Specifically, the URE sought the Agency's opinion on whether the absence of capacity allocation procedure on the German-Austrian border was in line with the relevant legislation.

http://www.acer.europa.eu/Media/News/Pages/ACER-Opinion-No-09-2015.aspx

ACER publishes the REMIT Annual Report

On 8 September, the ACER published the REMIT Annual Report one month ahead of the entering into application of the obligation for trade and fundamental data reporting on 7 October 2015 to report wholesale energy contracts executed at organised market places.

The Agency's annual report for its REMIT activities in 2014 focuses on the Agency's implementation and monitoring activities. In 2014, the Agency continued with the development of the procedures and the IT platforms to support the collection and analysis of trade and fundamental data, as envisaged within the REMIT framework. In June 2014, the development of the Centralised European Register of Energy Market Participants (CEREMP) platform was completed and access provided to National Regulatory Authorities (NRAs), including those which want to use a purposely-developed CEREMP module for handling the national registration process. With respect to the other parts of the Agency's REMIT Information System (ARIS), a number of pilot projects, involving a large number of interested parties and focusing on data collection and data sharing, were run during the year. The Agency also published its REMIT Reporting User Package for preparing for the entry into force of the Implementing Acts on 7 January 2015, in order to provide market participants and other stakeholders essential information for the preparation of trade and fundamental data reporting as of October 2015.

http://www.acer.europa.eu/Media/News/Pages/ACER-publishes-the-REMIT-Annual-Report-one-month-before-data-collection-starts-on-the-occasion-of-its-10th-Public-Workshop-.aspx

ACER revises and recommends the Network Code on Electricity Balancing for adoption

On 24 July, the **Agency recommends to the European Commission to adopt the Network Code on Electricity Balancing and proposes significant amendments to the network code before the adoption**. These amendments are needed to be able to meet the challenges related to the harmonisation and integration of electricity balancing market, but also to improve clarity and enforceability of this network code. The Agency notes the significant improvements of the network code done by ENTSO-E in its resubmitted version from 16 September 2014.

http://www.acer.europa.eu/Media/News/Pages/ACER-revises-and-recommends-the-Network-Code-on-Electricity-Balancing-for-adoption.aspx

ACER and CEER welcome the market-based solutions and cross-border focus of the European Commission's energy market design

ACER and CEER welcome the new energy market design consultation paper, launched on 15 July by the European Commission, and in particular the reinforced steer towards cross-border and market-based solutions.

Providing their initial reactions to the consultation launch, regulators underline:

- How important it is to enhance the functioning of electricity markets by bringing renewables (RES) into the market and linking wholesale and retail markets
- We must move away from national interventions. We welcome the Commission's ambition for a more harmonised EU approach to capacity markets and RES support schemes. To the benefit of European security of supply, ACER and CEER have long advocated an EU approach for measures on generation adequacy, network planning and capacity remuneration mechanisms.
- There must be greater participation in energy markets by facilitating a proportionate market-based approach to flexibility (an issue that CEER and ACER are jointly working on), including demand response, self-consumption, and emerging market innovation.

The pivotal role of distribution networks in future interactive and flexible markets must be addressed.

- The importance of embedding robust and transparent governance to support an effective market, with clear roles and responsibilities for all energy actors.
- A fit-for-purpose market design must be developed to put consumers at the centre and which allows the regulatory framework and market rules to adapt to future developments.

http://www.acer.europa.eu/Media/News/Pages/ACER-and-CEER-welcome-the-market-based-solutions-and-cross-border-focus-of-the-European-Commission%E2%80%99s-energy-market0715-6854.aspx

EBA (European Banking Authority)

EBA consults on harmonised definition of default

On 22 September, EBA launched a consultation on its draft Guidelines specifying the application of the definition of default. The work is in line with an EBA Discussion Paper on the topic published earlier in the year which described the EBA's upcoming work on improving consistency and comparability in capital requirements. The consultation runs until 22 January 2016 and the EBA is also asking the public for feedback on a Quantitative Impact Assessment (QIS) of the Guidelines.

http://www.eba.europa.eu/-/eba-consults-on-harmonised-definition-of-default

EBA updates on remuneration practices and high earners data for 2013 across the EU

On 07 Septmeber, EBA published a report combining the benchmarking of remuneration practices across the European Union and aggregated data on the remuneration of EU institutions' staff who received, in total, EUR one million or more in 2013. The analysis focuses, in particular, on the identification of staff, the application of deferral arrangements and the pay out in instruments, as well as on the use of specific remuneration elements, such as guaranteed variable remuneration and severance payments. The report shows that the number of high earners slightly decreased since 2012 and that the ratio between the variable and fixed remuneration paid to identified staff was further reduced in 2013. This report is part of the EBA's work on institutions' staff remuneration policies aimed at ensuring prudent and sustainable risk taking in the EU banking sector.

http://www.eba.europa.eu/-/eba-updates-on-remuneration-practices-and-high-earners-data-for-2013-across-the-eu

EBA publishes technical advice on protected arrangements in a resolution situation

On 14 August, EBA issued its Opinion on how to define what arrangements should be protected in a partial property transfer in resolution. The Opinion ensures full protection of well-established sources of refinancing such as secured debt, including securities lending and covered bonds, and of means of risk mitigation. The Opinion is issued in response to a request for advice from the European Commission and it will inform its delegated acts on the classes of arrangements to be protected in a partial transfer of the property of a bank under resolution.

http://www.eba.europa.eu/-/eba-publishes-technical-advice-on-protected-arrangements-in-a-resolution-situation

EBA publishes final product oversight and governance requirements for manufactures and distributors of retail banking products

On 15 July, EBA published its final Guidelines on product oversight and governance (POG) arrangements for retail banking products. **These Guidelines set out requirements for manufacturers and distributors when designing and bringing to market mortgages, personal loans, deposits, payment accounts, payment services and electronic money**. The Guidelines are the EBA's response to increasing risks arising from the mis-conduct of financial institutions in their interaction with consumers and are part of the EBA's work to enhance consumer protection across the EU. The Guidelines will apply from 03 January 2017.

http://www.eba.europa.eu/-/eba-publishes-final-product-oversight-and-governance-requirements-for-manufactures-and-distributors-of-retail-banking-products

EBA publishes final technical standards to ensure effective resolution under the BRRD

On 3 July, EBA published its final draft Regulatory Technical Standards (RTS) on the Minimum Requirement for Own Funds and Eligible Liabilities (MREL), and **on the contractual recognition of bail-in**. Both standards provide further specification of essential elements to ensure the effectiveness of the resolution regime established by the Bank Recovery and Resolution Directive (BRRD). These standards are part of the EBA's major programme of work to implement the BRRD and address the problem of too-big-to-fail banks.

(…)

The second set of standards aims to ensure the cross-border effectiveness of the bail-in power. Where liabilities within the scope of the write-down and conversion powers are governed by the law of a third country, including any such liabilities forming part of MREL, the **BRRD requires agreements concerning such liabilities to include a contractual recognition term.** This is a contractual term by which the creditor (or party to the agreement creating the liability) acknowledges the liability may be subject to these powers and agrees to be bound by any reduction of the principal or outstanding amount due, conversion or cancellation that is affected by the exercise of the powers by an EU resolution authority.

http://www.eba.europa.eu/-/eba-publishes-final-technical-standards-to-ensure-effective-resolution-under-the-brrd

ESMA (European Securities and Market Authority)

ESMA readies MiFID II, MAR, and CSDR

On 28 September, ESMA published its final technical standards (TS) on some of the most important pieces of post-crisis financial regulation: the Markets in Financial Instruments Directive (MiFID II), the Market Abuse Regulation (MAR) and the Central Securities Depositaries Regulation(CSDR). ESMA's TS translate how the legislation will apply in practice to market participants, market infrastructures and national supervisors. The new technical standards will alter the functioning of European financial markets by increasing their transparency, safety and resilience as well as investor protection.

https://www.esma.europa.eu/news/ESMA-readies-MiFID-II-MAR-and-CSDR?t=326&o=home

ESMA consults on review of EMIR relating to margin period of risk for CCPs

On 27 August, ESMA published a public consultation on the review of Article 26 of its Regulatory Technical Standards (153/2013) under the European Market Infrastructure Regulation (EMIR) which deals with the liquidation period (margin period of risk - MPOR) that clearing houses (CCPs) need to apply to client accounts.

This consultation should be read in the context of the debate on the equivalence between the legal and supervisory arrangements for CCPs in the USA and the EU and the different requirements - the US regime for CCPs foresees a minimum liquidation period for financial instruments other than OTC derivatives of only one day (although applied for client accounts on a gross basis) whereas under EMIR the minimum liquidation period is two days (but margin may be provided on a net basis). Under gross margining, clearing members must pass to the CCP enough margin to cover the sum of the separate margin requirements for **each client's position**, with no netting of exposures between clients; whereas under net margining the clearing members need only pass through sufficient margin to secure the net exposure across a set of clients whose positions are held in the same omnibus account, and so the clearing members may retain much of the client margins.

The difference in EU and US standards gives rise to the risk of regulatory arbitrage. In this context, the European Commission requested ESMA's views and recommendations on the corresponding provisions in RTS No 153/2013, including whether changes to the EU rules may be necessary.

https://www.esma.europa.eu/news/ESMA-consults-review-EMIR-standards-relating-margin-period-risk-CCPs?t=326&o=home

ESMA advises Commission on implementation of CSD Regulation

On 05 August, ESMA has delivered the Technical Advice on the **level of penalties for settlement fails**, and the substantial importance of a CSD for the functioning of the securities markets and the protection of the investors in a host Member State, as well as the related Impact Assessment, further to the mandate received from the European Commission to provide technical advice to assist the Commission on the possible content of the delegated acts required by two provisions of Regulation No 909/2014 of the European Parliament and of the Council of 23 July 2014 (CSDR).

https://www.esma.europa.eu/news/ESMA-advises-Commission-implementation-CSD-Regulation?t=326&o=home

EUROPEAN PARLIAMENT

PLENARY SESSION

Bernd Lange on TTIP: "We have to be transparent"

Parliament is finalising its recommendations on the Transatlantic Trade and Investment Partnership (TTIP). They will be debated by MEPs on 7 July and voted on 8 July. The vote on the EP recommendations was postponed in June due to the large number of amendments. Now it seems a compromise could be possible. Press Release talked to German S&D member Bernd Lange, chair of the international trade committee and responsible for drafting the Parliament's recommendations, to find out more.

(...)

Press Release: There have also been concerns about the Investor-State Dispute Settlement (ISDS), which is a private system to resolve any possible disputes between investors and countries. How has the situation changed from last month when the plenary vote was postponed?

Bernd Lange: The clarification is new. Last time it was clear that ISDS is dead, that private arbitration is an instrument of the past and it is not foreseen by the Parliament anymore as an alternative in trade agreements. However, last month it was not worded clearly enough. Now it is clear that ISDS has to be replaced by a public court. We need publicly appointed judges, we need a clear European mechanism, we need a public codex of the court. So it is a completely new system.

http://www.europarl.europa.eu/news/en/news-room/content/20150701STO72930/html/Bernd-Lange-on-TTIP-We-have-to-be-transparent

CIVIL LIBERTIES, JUSTICE AND HOME AFFAIRS

Geographical indication protection, Small Claims Procedure: plenary debates and vote

The non-legislative report on the possible extension of geographical indication protection to non-agricultural products will be discussed by the European Parliament during its plenary sitting of 05.10.15 in Strasbourg. The report will then be voted on 06.10.15, after which Parliament will discuss the legislative report on the European Small Claims Procedure, **creating a European order for payment procedure in certain civil and commercial matters.**

Free movement of goods, services, capital and people is constantly on the increase.
This necessarily leads to the development of cross-border relations, which create a need to build bridges between the different legal systems. **In civil matters having cross-border implications, the European Union is developing judicial cooperation.** Its main objectives are legal certainty and easy and effective access to justice, implying identification of the competent jurisdiction, clear designation of the applicable law and speedy and effective recognition and enforcement procedures. The EU may act solely through approximation of the laws and regulations of the Member States, not through harmonisation.

http://www.europarl.europa.eu/atyourservice/en/displayFtu.html?ftuId=FTU_5.12.5.html

Copyright 2.0: why existing rules need an update to make them fit for the digital age

Copyright rules haven't caught up with today's technological world. For example, consumers are sometimes denied access to online content because of the country they live in. German Greens/EFA member Julia Reda wrote an own initiative report on copyright to feed into upcoming proposals by the European Commission to update current legislation. MEPs debate the report on Thursday 9 July and vote on it afterwards. Check out our infographic and follow the debate.

http://www.europarl.europa.eu/news/en/news-room/content/20150706STO74829/html/Copyright-2.0-why-existing-rules-need-update-to-make-them-fit-for-digital-age

ECONOMIC AND MONETARY AFFAIRS

Scrutiny of delegated and implementing measures

The monthly ECON scrutiny slot (Monday, 14 September, 17.00 to 18.30) focused on PRIIPS, in particular the technical discussion paper published by the Joint Committee of the three ESAs on 23 June 2015 (Risk, Performance Scenarios and Cost Disclosures in Key Information Documents for Packaged Retail and Insurance-based Investment Products).

To see the Technical Discussion paper on Risk, Performance Scenarios and Cost Disclosures In Key Information Documents for Packaged Retail and Insurance-based Investment Products (PRIIPs), click here.

Capital Markets Union should ease cross-border investment and finance for SMEs

The EU Capital Markets Union (CMU) should provide a new, more efficient way to channel savings into small business ventures and protect cross-border investors in the EU, says a non-binding resolution voted on 09 July. MEPs want CMU building blocks, such as a wider range of investment choices, risk mitigation tools and clear information on investment opportunities across the EU to be in place by 2018, so as to complement bank financing. The CMU project was launched earlier this year.

http://www.europarl.europa.eu/news/en/news-room/content/20150703IPR73916/html/Capital-Markets-Union-should-ease-cross-border-investment-and-finance-for-SMEs

INTERNAL MARKET AND CONSUMER PROTECTION

Oral question on Emission measurements in the automotive sector

The US Environmental Protection Agency recently issued a notice of violation of emissions limits against Volkswagen due to a variety of models of diesel cars emitting up to 40 times more pollution than emission standards allow. The issue will be discussed by the European Parliament during the plenary sitting of 06.10.15 based on an oral question to the Commission jointly drafted by the ENVI, IMCO, ITRE and TRAN committees to assess whether European testing regimes have also been affected.

To see the oral question, click here.

Study on TTIP: Challenges and Opportunities in the Area of Services

This study finds that there is significant scope for the EU to benefit from freeing up of transatlantic services trade while safeguarding European values and preserving the right to regulate. Importantly, TTIP negotiation of reduced transatlantic regulatory barriers will help unify the internal EU services market, leading to significant increases in intra-EU services trade. This paper was prepared by Policy Department A at the request of IMCO Committee.

Too see the paper, click here.

Fourth meeting of the working group on Digital Single Market

The meeting on 28 September was dedicated to discussing the dismantling of online barriers for consumers. Members discussed with stakeholders and members of the Permanent Representations to the EU on possible further actions when it comes to the consumer legislative framework for online purchases, and on measures needed to tackle geo-blocking. The meeting

counted, among other speakers, with the participation of Mrs. Věra Jourová, Commissioner for Internal Market, Industry, Entrepreneurship and SMEs.

To see the draft agenda, click here.

Draft Report on Towards a Digital Single Market Act

To see the draft report, click here.

Draft Report on Unfair Practices in the Food Supply Chain

In July 2014 the Commission published a communication urging Member States to look for ways of giving small food producers and retailers more protection against unfair trading practices (UTPS), which often occur in business relationships in which one of the two parties is in a stronger position than the other.

(...)

The purpose of this report is to draw attention to the issue of UTPs and, while acknowledging the action already taken at national and EU level in the form of both national laws and selfregulatory schemes, to look at ways of going further and putting an end to the problem of unfair trading practices in the internal market.

To see the draft report, click here.

LEGAL AFFAIRS

JURI Public Hearing - Reform of the Brussels II Regulation

The Committee will hold this public hearing on 12 October, from 15.00 to 17.00. MEP Mairead McGuinness, European Parliament Mediator for International Parental Child Abduction, will consider improving the resolution of child abduction proceedings under the Brussels II Regulation and other invited experts will deliberate on modernising the provisions on divorce in Brussels IIa, addressing enforcement issues following parental responsibility decisions and the Commission's plans for the review.

Vicky Ford's opinion on the proposal for a directive of the European Parliament and of the Council on single-member private limited liability companies

To see the opinion, click here.

OTHERS

All you need to know about the end of roaming charges

The end of roaming charges could become a reality in just two years' time. Parliament's industry committee approved on 15 July a deal to end roaming charged that had been agreed with EU governments and the European Commission. Prices should drop next year, while from 15 June 2017 making a call or watching a football match live on a mobile phone abroad would cost the same as doing so at home.

http://www.europarl.europa.eu/news/en/news-room/content/20150714STO81613/html/All-you-need-to-know-about-the-end-of-roaming-charges

COUNCIL OF THE EUROPEAN UNION

Roaming and open internet rules adopted by the Council

On 1 October 2015, the Council formally approved new rules to end mobile roaming charges in the EU as of mid-2017. The new law will also include the first EU-wide provisions to safeguard open internet access.

http://www.consilium.europa.eu/en/press/press-releases/2015/10/01-roaming-charges/

Medical devices: Council mandates presidency to start talks with EP

On 23 September 2015, the Permanent Representatives Committee finalised the Council's position on two draft regulations aimed at modernising EU rules on medical devices and in vitro diagnostic medical devices. This allows the Luxembourg presidency to start talks with the European Parliament with a view to reach an agreement as early as possible. The first trilogue-discussions are scheduled for 13 October 2015. The Council's position is expected to be endorsed by the EPSCO Council on 5 October.

The main objective of the two draft regulations is to ensure that medical devices are safe and of high quality. This would be achieved by strengthening the rules on placing devices on the market and tightening surveillance once they are available.

http://www.consilium.europa.eu/en/press/press-releases/2015/09/23-medical-devices/

Council conclusions on energy diplomacy

The Communication "A Framework Strategy for a Resilient Energy Union with a Forward-Looking Climate Change Policy" of 25 February 2015 and the European Council Conclusions of 19-20 March 2015 recognised the importance of the external dimension of the Energy Union. The objectives of the Energy Union can only be met if the external and the internal dimensions of energy policy, in particular a fully functioning Internal Energy Market, are mutually reinforcing.

EU policy objectives defined in the EU Energy Union should be supported by a coherent EU foreign and energy policy action, taking into account geopolitical developments. The Council, in line with the Energy Union's implementation roadmap and building on existing EU foreign policy engagement on energy and climate diplomacy, welcomes, as a basis for further work, the annexed EU Energy Diplomacy Action Plan presented jointly by the High Representative and the Commission. It also reaffirms the right of Member States to decide their own energy mix.

To see the full text of the Council conclusions on Energy Diplomacy, click here.

http://www.consilium.europa.eu/en/press/press-releases/2015/07/20-fac-energy-diplomacy-conclusions/

EUROPEAN NETWORKS OF NATIONAL REGULATORY AUTHORITIES

BEREC (Body of European Regulators for Electronic Communication)

"Evaluation of the existing regulatory framework is needed" - BEREC Vice-Chair representative at the TELCO TRENDS 2015 conference

In order to discuss the trends in the international telecommunications industry, technical and legal issues, new trends related to the development and convergence of technologies the annual conference TELCO TRENDS 2015 took place in Riga, Latvia.

Representing the BEREC Vice-Chair 2015 and incoming BEREC Chair 2016 - Dr. Annegret Groebel (BNetzA, Germany) gave a presentation "Regulatory environment and upcoming initiatives" in the session Digital Europa/ Digital Single Market. During the presentation Dr. Groebel emphasized, that "evaluation of the existing regulatory framework and assessment if and where adjustment of the pro-competitive regulatory approach is needed to deal with the challenges of converging technologies, new business models, changing consumers' needs and changing market dynamics".
http://berec.europa.eu/eng/news_and_publications/whats_new/3261-evaluation-of-the-existing-regulatory-framework-is-needed-berec-vice-chair-representative-at-the-telco-trends-2015-conference

To make the most of the European digital economy, it is necessary to break down existing barriers - BEREC Chair at the ConTEL Conference

BEREC Chair 2015, Prof. Fatima Barros took part in the 13th International Comference on Telecommunications, Graz, Austria with the keynote speech. "Regulatory challenges in a new Digital Ecosystem" and opening of the Workshop on Regulatory Challenges in the Eletronic Coomunication Market.

http://berec.europa.eu/eng/news_and_publications/whats_new/3231-to-make-the-most-of-the-european-digital-economy-it-is-necessary-to-break-down-existing-barriers-berec-chair-at-the-contel-conference

BEREC Annual Report 2014 ePublication

The annual report on BEREC activitied in 2014 is based on the work streams and priorties identified in the BEREC Work Programme 2014 as well all other key activities in 2104. The report elaborates on the work conducted by the expert working groups (EWGs) and ad-hoc teams.

To see the BEREC Annual Report 2014, clisk here.

http://berec.europa.eu/eng/news_and_publications/publications/3165-berec-annual-report-2014-epublication

CEER (Council of European Energy Rregulators)

CEER Response to the Energy Community consultation on Draft Policy Guidelines "On the Promotion of Organised Electricity Markets in the Contracting Parties"

On 21 September, the CEER was pleased to contribute to the Energy Community's thinking on the establishment of an organised market in South East Europe. They welcomed the identified link with the EU's recently adopted Regulation establishing a Guideline on Capacity Allocation and

Congestion Management (CACM). Building from European regulators' experience of and ongoing implementation of the CACM Regulation, CEER has provided CEER's views on the questions raised in the consultation.

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/CEER_PAPERS/Electricity/Tab4/C15-ICG-05-04_CEER%20Response_Energy%20Community_organised%20markets_21%20Sept%202015_0.pdf

CEER calls for a fit-for purpose market design to deliver the "New Deal" for Europe's energy consumers

On 15 July, the CEER welcomed the "New Deal" for energy consumers in the European Commission's Retail Market Communication, agreeing with the Commission that a "New Deal" for consumers means putting consumers centre stage of a thriving and functioning energy system.

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/PRESS_RELEASES/2015/PR-15-08_WelcomeECNewDealForConsumers_2015-07-15_FINAL.pdf

OTHERS

BEUC

European consumer groups demand action from Volkswagen

Bundling the forces of consumer groups across Europe, today The European Consumer Organisation (BEUC) and its members are calling on the VW Group to provide answers and take quick action to restore trust and repair consumer detriment.

BEUC's Italian member organisation Altroconsumo performed vehicle tests on a Volkswagen Golf last year. Their results showed fuel consumption levels 50% higher than the figures officially declared by Volkswagen indicating that owners could be spending as much as €502 per year more on fuel consumption than expected from the company's advertisements. A collective action against VW was launched earlier this year and is expected to be seen before a court in Venice next month.

http://www.beuc.eu/publications/beuc-web-2015-020_european_consumer_groups_demand_action_from_volkswagen.pdf

http://www.beuc.eu/publications/beuc-web-2015-018_vw_scandal_demands_eu_investigation_and_measures.pdf

Consumers sidelined in Capital Markets Union

On 30 September, the European Commission has kicked off an action plan to reduce companies' reliance on banks and diversify their funding sources across the EU's 28 member states. Part of the package is to stimulate consumers to invest increasingly on financial markets.

The European Consumer Organisation (BEUC) stresses that this project can only succeed if concrete actions to protect retail investors are included. Assurances that current consumer protection rules will be scrutinised by the end of 2018 do not meet this benchmark.

The complexity of financial products, mis-selling and poor advice continue to harm small investors and require additional measures. A Capital Markets Union should include the following consumer-relevant proposals:

- Improving and harmonising investor protection rules for all savings and investment products (including pension products, shares and bonds);
- Strengthening supervision and enforcement in retail financial markets;
- Promoting the development and sales of simple and standardised investment products;
- And banning inducements when giving investment advice.

http://www.beuc.eu/publications/beuc-pr-2015-019_capital_markets_union.pdf

"New Deal for Europe's Energy Consumers" sees light of day BEUC welcomes EU spotlight on consumers in changing energy market

Helping consumers to get a better energy deal is the core of a number of initiatives announced by the European Commission today. This New Deal outlines the way forward by making it easier for consumers to compare offers, switch suppliers and find their way around a digitalised energy market. The Commission deal also supports consumers who generate and consume their own energy.

The European Consumer Organisation (BEUC) welcomes this attention to energy consumers, and urges the Commission to match its words with deeds by ensuring that the announcements on 15 july are followed up with concrete proposals that upgrade consumer rights.

http://www.beuc.eu/publications/beuc-pr-2015-017_energy_summer_package.pdf