

2. Maintains the effects of Decision 2011/708 until the entry into force, within a reasonable period from the delivery of the present judgment, of a new decision that is to be adopted by the Council of the European Union pursuant to Article 218(5) and (8) TFEU;
3. Orders the Council of the European Union to pay the costs;
4. Orders the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, the French Republic, the Italian Republic, the Kingdom of the Netherlands, the Republic of Poland, the Portuguese Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland and the European Parliament to bear their own costs.

---

<sup>(1)</sup> OJ C 73, 10.3.2012.

---

**Judgment of the Court (Fifth Chamber) of 29 April 2015 (request for a preliminary ruling from the  
Rechtbank te Rotterdam — Netherlands) — Nationale-Nederlanden Levensverzekering Mij NV v  
Hubertus Wilhelmus Van Leeuwen**

(Case C-51/13) <sup>(1)</sup>

**(Reference for a preliminary ruling — Direct life assurance — Directive 92/96/EEC — Article 31(3) —  
Information to be provided to the policyholder — Obligation for the insurer to provide further information  
on costs and premiums under general unwritten rules of national law)**

(2015/C 213/06)

Language of the case: Dutch

**Referring court**

Rechtbank te Rotterdam

**Parties to the main proceedings**

Applicant: Nationale-Nederlanden Levensverzekering Mij NV

Defendant: Hubertus Wilhelmus Van Leeuwen

**Operative part of the judgment**

1. Article 31(3) of Council Directive 92/96/EEC of 10 November 1992 on the coordination of laws, regulations and administrative provisions relating to direct life assurance and amending Directives 79/267/EEC and 90/619/EEC (third life assurance directive) must be interpreted as not precluding an insurance company, on the basis of general principles of domestic law such as the 'open and/or unwritten rules' at issue in the main proceedings, from being required to send to policyholders certain information additional to that listed in Annex II to that directive, provided that the information required is clear, accurate and necessary for the policyholder to understand the essential characteristics of the commitment and that it ensures a sufficient level of legal certainty, which it is for the referring court to ascertain;
2. The consequences under domestic law of a failure to provide that information are, in principle, irrelevant as regards the conformity of the obligation to provide information with Article 31(3) of Directive 92/96.

---

<sup>(1)</sup> OJ C 141, 18.5.2013.