Reports of Cases

JUDGMENT OF THE COURT (Grand Chamber)

4 September 2018*

(Reference for a preliminary ruling — Compulsory insurance against civil liability in respect of the use of motor vehicles — Directive 72/166/EEC — Article 3(1) — Second Directive 84/5/EEC — Article 1(4) — Obligation to take out a contract of insurance — Vehicle parked on private land — Right of the compensation body to bring an action against the owner of the uninsured vehicle)

In Case C-80/17,

REQUEST for a preliminary ruling under Article 267 TFEU from the Supremo Tribunal de Justiça (Supreme Court, Portugal), made by decision of 7 February 2017, received at the Court on 14 February 2017, in the proceedings

Fundo de Garantia Automóvel

v

Alina Antónia Destapado Pão Mole Juliana,

Cristiana Micaela Caetano Juliana,

THE COURT (Grand Chamber),

composed of K. Lenaerts, President, M. Ilešič, L. Bay Larsen, T. von Danwitz and J. Malenovský, Presidents of Chambers, E. Juhász, A. Borg Barthet, J.-C. Bonichot, A. Arabadjiev (Rapporteur), M. Berger, F. Biltgen, K. Jürimäe, C. Lycourgos, M. Vilaras and E. Regan, Judges,

Advocate General: M. Bobek,

Registrar: M. Ferreira, Principal Administrator,

having regard to the written procedure and further to the hearing on 30 January 2018,

after considering the observations submitted on behalf of:

– the Portuguese Government, by L. Inez Fernandes, M. Figueiredo and T. Larsen, acting as Agents,

– the German Government, by T. Henze and M. Hellmann, acting as Agents,

– Ireland, by M. Browne, G. Hodge, E. Creedon and A. Joyce, acting as Agents, and G. Gilmore, Barrister-at-Law,

– the Spanish Government, by V. Ester Casas, acting as Agent,

* Language of the case: Portuguese

– the Italian Government, by G. Palmieri, acting as Agent, and by P. Garofoli, avvocato dello Stato,

– the Latvian Government, by I. Kucina and G. Bambāne, acting as Agents,

– the United Kingdom Government, by S. Brandon, C. Brodie, R. Fadoju and G. Brown, acting as Agents, and by A. Bates, Barrister,

– the European Commission, by K.-P. Wojcik and B. Rechena, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 26 April 2018,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 3 of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability (OJ, English Special Edition 1972, First Series (II), p. 360) as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005 (OJ 2005 L 149, p. 14) ('the First Directive'), and of Article 1(4) of Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (OJ 1984 L 8, p. 17), as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005 (OJ 2005 L 149, p. 14) ('the Second Directive').

2 The request has been made in proceedings between, on the one hand, the Fundo de Garantia Automóvel (Motor Vehicle Guarantee Fund, Portugal; 'the Fund'), and, on the other, Mrs Alina Antónia Destapado Pão Mole Juliana and Mrs Cristiana Micaela Caetano Juliana, concerning the reimbursement of compensation that the Fund paid to victims of an accident involving a vehicle, belonging to Mrs Destapado Pão Mole Juliana, which was driven by her son.

Legal context

EU law

3 Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability (OJ 2009 L 263, p. 11) repealed the First Directive and the Second Directive. Nevertheless, in view of the material time in the main proceedings, it is appropriate to have regard to the latter two directives.

4 Article 1 of the First Directive stated:

'For the purposes of this Directive:

1. "vehicle" means any motor vehicle intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled;

…'

5 Article 3(1) of that directive provided:

'Each Member State shall, subject to Article 4, take all appropriate measures to ensure that civil liability in respect of the use of vehicles normally based in its territory is covered by insurance. The extent of the liability covered and the terms and conditions of the cover shall be determined on the basis of these measures.'

6 Article 4 of that directive provided:

'A Member State may act in derogation of Article 3 in respect of:

(a) certain natural or legal persons, public or private; the list of such persons shall be drawn up by the State concerned and communicated to the other Member States and to the Commission.

A Member State so derogating shall take the appropriate measures to ensure that compensation is paid in respect of any loss or injury caused in its territory and in the territory of other Member States by vehicles belonging to such persons. …

(b) certain types of vehicle or certain vehicles having a special plate; the list of such types or of such vehicles shall be drawn up by the State concerned and communicated to the other Member States and to the Commission.

In that case Member States shall ensure that vehicles as mentioned in the first subparagraph of this point are treated in the same way as vehicles for which the insurance obligation provided for in Article 3(1) has not been satisfied. ...'

7 Article 1(4) of the Second Directive provided:

'Each Member State shall set up or authorise a body with the task of providing compensation, at least up to the limits of the insurance obligation for damage to property or personal injuries caused by an unidentified vehicle or a vehicle for which the insurance obligation provided for in paragraph 1 has not been satisfied.

The first subparagraph shall be without prejudice to the right of the Member States to regard compensation by the body as subsidiary or non-subsidiary and the right to make provision for the settlement of claims between the body and the person or persons responsible for the accident and other insurers or social security bodies required to compensate the victim in respect of the same accident. However, Member States may not allow the body to make the payment of compensation conditional on the victim establishing in any way that the person liable is unable or refuses to pay.'

Portuguese law

8 Article 1(1) of Decreto-Lei No 522/85 — Seguro Obrigatório de Responsabilidade Civil Automóvel (Decree Law No 522/85 concerning compulsory motor vehicle insurance against civil liability) of 31 December 1985 (*Diário da República*, Series I, No 301, 6th Supplement, of 31 December 1985), in the version in force at the material time in the main proceedings ('Decree Law No 522/85'), provides that every person who may have civil liability to pay compensation for financial damage and non-financial damage deriving from damage to property or personal injuries caused to third parties by any land-based motor vehicle, its trailers or semi-trailers must, to enable the vehicle to be used, be covered, in accordance with the provisions of that decree law, by insurance covering that liability.

9 Under Article 2 of that decree law, the insurance obligation falls, in principle, upon the owner of the vehicle.

10 Article 8(1) and (2) of that decree law provide that the contract of insurance is to cover the civil liability of the policyholder, of the persons subject to an obligation to insure, as provided in Article 2, and of the lawful keepers and drivers of the vehicle, and also covers the payment of compensation owed by those responsible for the theft, robbery or the unlawful use of motor vehicles or for traffic accidents caused intentionally, subject to certain exceptions.

11 In accordance with Article 21 of Decree Law No 522/85, it is for the Fund to pay compensation arising from accidents caused by vehicles that are subject to compulsory insurance against civil liability in respect of the use of motor vehicles and that are registered in particular in Portugal, in accordance with the provisions of that decree law.

12 It follows from Article 25 of the decree law that, once compensation has been paid, the Fund is to be subrogated to the rights of the victim, having the right also to statutory interest and reimbursement of the expenses incurred by it in the establishment and settlement of claims, and that any person who, while subject to the obligation to insure, has not taken out insurance, may be sued by the Fund. The Fund also has the right of recovery against other persons, if any, responsible for the accident, in respect of the amounts paid by it.

13 Article 503(1) of the Civil Code provides that every person with control of any land-based motor vehicle and who uses it for his or her own needs, even if acting through an agent, is liable for the damage resulting from the risks inherent in the vehicle, whether or not the latter is formally in use.

The dispute in the main proceedings and the questions referred for a preliminary ruling

14 Mrs Destapado Pão Mole Juliana, the owner of a motor vehicle registered in Portugal, had, for health reasons, stopped driving that vehicle and had parked it in the yard of her house, but had not taken any steps formally to withdraw it from use.

15 On 19 November 2006, that vehicle, driven by the son of Mrs Destapado Pão Mole Juliana, who had taken possession of it without his mother's permission or knowledge, went off the road, causing the death of the driver and of two other persons who were in that vehicle as passengers.

16 On that date, Mrs Destapado Pão Mole Juliana had not taken out insurance against civil liability in respect of the use of that vehicle.

17 Having paid compensation to those entitled to such, through the passengers of that vehicle, for the damage and injuries arising from the accident in question, the Fund then brought an action against Mrs Destapado Pão Mole Juliana and Mrs Caetano Juliana, the daughter of the driver, for reimbursement of the sum of EUR 437 345.85.

18 In her defence, Mrs Destapado Pão Mole Juliana submitted, in particular, that she was not responsible for the accident and that, since she had parked her vehicle in the yard of her house and did not intend it to be used, she was not under an obligation to take out a contract of insurance against civil liability in respect of the use of that vehicle.

19 The court of first instance upheld in part the action brought by the Fund, holding that the fact that the owner of the vehicle did not intend it to be used, and that the accident occurred in circumstances where she could not be held liable for the accident, did not negate the obligation to enter into a contract of insurance against civil liability in respect of the use of that vehicle. According to that court, that contract safeguards the payment of compensation to the victims of a road traffic accident even where a vehicle has been stolen.

20 Mrs Destapado Pão Mole Juliana brought an appeal against the judgment of the court of first instance before the Tribunal da Relação (Court of Appeal, Portugal).

21 The appeal court held that there was no obligation to take out a contract of insurance against civil liability in respect of the use of the vehicle concerned and that Mrs Destapado Pão Mole Juliana had no liability, set aside the judgment at first instance and dismissed the action brought by the Fund.

22 In support of its appeal before the Supremo Tribunal de Justiça (Supreme Court, Portugal), the Fund submits that there are inherent risks in vehicles, entailing the obligation to take out insurance against civil liability in relation to those vehicles, even when they are not in use. The Fund also requests that a reference be made to the Court on the question of whether its right of subrogation under Article 25 of Decree Law No 522/85 is independent of the national regime for the attribution of civil liability provided for in Article 503(1) of the Civil Code.

23 The Supremo Tribunal de Justiça (Supreme Court) states that the appeal before it raises the question of whether the obligation on the owner of a vehicle to enter into a contract of insurance against civil liability in respect of the use of his or her vehicle arises simply because he or she is the owner of that vehicle or whether that obligation does not exist when the vehicle, by the owner's choice, is immobilised and not on public roads.

24 It follows from the judgment of the Court of 4 September 2014, *Vnuk* (C-162/13, EU:C:2014:2146), that the concept of 'use of vehicles' provided for in Article 3(1) of the First Directive covers any use of a vehicle that is consistent with the normal function of that vehicle.

25 However, the case in the main proceedings is said to be different from the case which gave rise to that judgment, since a contract of insurance had not been entered into in the present case and the vehicle was, by the owner's choice, immobilised on private land and was used without the owner's knowledge or permission.

26 In such a situation, the referring court appears to consider that there is no obligation to take out insurance covering the civil liability relating to the use of the vehicle in question.

27 The referring court states that that obligation is imposed only where, first, the owner of the vehicle concerned causes it to be used or causes it be in a state of repair that entails a risk from use as a motor vehicle and, second, where he may have civil liability to third parties for the damage or injuries arising from the use of that vehicle. In the view of the referring court, it is disproportionate to conclude that that obligation is imposed on an owner when he or she has chosen to withdraw the vehicle from use and when the accident occurs as a result of the vehicle being unlawfully taken, and driven without the owner's consent.

28 However, since the payment of compensation by the body referred to in Article 1(4) of the Second Directive is prescribed, in accordance with that provision, only when the damage or injuries are caused by a vehicle for which the insurance obligation provided for in Article 3(1) of the First Directive has not been satisfied, if it were held that a person in the situation of Mrs Destapado Pão Mole Juliana was not subject to that obligation, that would mean, according to the referring court, that the Fund does not have to provide compensation in circumstances such as those at issue in the main proceedings.

29 Furthermore, the second subparagraph of Article 1(4) of the Second Directive gives rise to doubt as to whether the owner of the vehicle can be held liable due to his mere capacity as owner, or whether that liability is limited to cases in which he has civil liability for damage or injuries arising from the accident.

30 In particular, the question arises as to whether the Fund can bring an action against the owner of a vehicle who has not complied with his or her obligation to enter into a contract of insurance against civil liability in respect of the use of that vehicle, in order to obtain reimbursement of compensation paid to the victims, irrespective of whether the owner has civil liability as a result of the accident in question, or whether it can do so only if the prerequisites of such liability, in particular the condition of having control of the vehicle, within the meaning of Article 503(1) of the Civil Code, have been met.

31 In those circumstances, the Tribunal Supremo de Justiça (Supreme Court) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'(1) Must Article 3 of [the First Directive] be interpreted as meaning that the obligation to take out motor vehicle civil liability insurance extends even to situations in which the vehicle is, by the owner's choice, immobilised on private land, and not on public roads?

or

[must it be interpreted as meaning that,] in those circumstances, the owner of the vehicle is not under an obligation to insure, regardless of the liability of the Fund … to third party victims, in particular in cases of unauthorised use of a motor vehicle?

(2) Must Article 1(4) of [the Second Directive] be interpreted as meaning that the Fund … which, because there was no civil liability insurance contract, paid the relevant compensation to the third party victims of the traffic accident caused by a motor vehicle which, without the owner's knowledge or permission, was removed from the private land where it was immobilised, has the right of subrogation against the vehicle's owner, regardless of whether that owner was responsible for the accident?

or

Must it be interpreted as meaning that the subrogation by the Fund … in relation to the owner depends on the prerequisites of civil liability having been met, in particular the condition that, when the accident occurred, the owner had actual control of the vehicle?'

32 By letter lodged at the Court's Registry on 28 August 2017, Ireland requested, pursuant to the third paragraph of Article 16 of the Statute of the Court of Justice of the European Union, that the Court sit in a Grand Chamber.

Consideration of the questions referred

The first question

33 By its first question, the referring court seeks, in essence, to ascertain whether Article 3(1) of the First Directive must be interpreted as meaning that the taking out of a contract of insurance against civil liability in relation to the use of a motor vehicle is obligatory when the vehicle concerned is parked on private land, solely by the choice of the owner, who no longer intends to drive the vehicle.

34 That question is based on the premiss that the Fund, on the basis of Article 25 of Decree Law No 522/85, sought reimbursement from Mrs Destapado Pão Mole Juliana of the compensation paid to the persons entitled to such through the victims of the accident in which her car was involved, on the ground that, first, she was subject to the obligation to take out a civil liability insurance contract in

respect of the use of that vehicle and, second, that she failed to comply with that obligation. In that context, the referring court seeks, in essence, to ascertain whether, in the situation described in the preceding paragraph, that vehicle should have been covered by such insurance.

35 That said, it should be borne in mind that, under Article 3(1) of the First Directive, each Member State must, subject to Article 4 of that directive, take all appropriate measures to ensure that civil liability in respect of the use of vehicles normally based in its territory is covered by insurance.

36 Article 3(1) of the First Directive, worded in very general terms, therefore requires Member States to establish, in their domestic legal systems, a general obligation to insure vehicles (see, to that effect, judgment of 11 July 2013, *Csonka and Others*, C-409/11, EU:C:2013:512, paragraph 24).

37 Accordingly, each Member State must ensure, subject to the derogations provided for in Article 4 of that directive, that every vehicle normally based in its territory is covered by a contract concluded with an insurance company in order to cover, up to the limits established by EU law, civil liability arising as a result of the use of that vehicle (see, to that effect, judgment of 11 July 2013, *Csonka and Others*, C-409/11, EU:C:2013:512, paragraph 28).

38 The concept of 'vehicle' is defined in Article 1(1) of the First Directive as 'any motor vehicle intended for travel on land ...'. That definition is unconnected with the use which is made or may be made of the vehicle in question (judgments of 4 September 2014, *Vnuk*, C-162/13, EU:C:2014:2146, paragraph 38, and of 28 November 2017, *Rodrigues de Andrade*, C-514/16, EU:C:2017:908, paragraph 29).

39 As the Advocate General stated in points 63 to 65 of his Opinion, such a definition is conducive to the concept of 'vehicle' being given an objective sense that is independent of the intention of the owner of the vehicle or of another person actually to use it.

40 It is important, moreover, to point out that, unlike, in particular, the cases which gave rise to the judgments of 4 September 2014, *Vnuk* (C-162/13, EU:C:2014:2146), of 28 November 2017, *Rodrigues de Andrade* (C-514/16, EU:C:2017:908), and of 20 December 2017, *Núñez Torreiro* (C-334/16, EU:C:2017:1007), in which, as regards motor vehicles for which civil liability insurance had been taken out in respect of their use, the Court of Justice was called upon to specify the situations in which use of the insured vehicle falls within the scope of the insurance cover thus taken out, the main proceedings concern the separate issue of the scope of the obligation to take out such insurance which must, for reasons of legal certainty, be determined in advance, that is, before any involvement of the vehicle concerned in an accident.

41 Therefore, the fact that the Court held, in essence, in the judgments mentioned in the preceding paragraph, that only situations of use of the insured vehicle which fall within the use of a vehicle as a means of transport and, therefore, fall within the concept of 'use of vehicles', within the meaning of Article 3(1) of the First Directive or of the first paragraph of Article 3 of Directive 2009/103, may give rise to the insurer being responsible, under a contract of insurance against civil liability in respect of the use of that vehicle, for the damage or injuries caused by the latter, does not in any way mean that the determination of whether there is an obligation to take out such insurance should be dependent on whether or not the vehicle at issue is actually being used as a means of transport at a given time.

42 In the light of the foregoing, it must be held that a vehicle which is registered and therefore has not been officially withdrawn from use, and which is capable of being driven, corresponds to the concept of 'vehicle' within the meaning of Article 1(1) of the First Directive and, consequently, does not cease to be subject to the insurance obligation laid down in Article 3(1) of that directive, on the sole ground that its owner no longer intends to drive it and immobilises it on private land.

43 The foregoing interpretation is not called into question by the argument submitted by the German Government, Ireland, the Italian Government and the United Kingdom Government, according to which a broad interpretation of the scope of the general insurance obligation is not necessary, since compensation for the damage or injuries which occur in circumstances such as those at issue in the main proceedings could be paid by the body referred to in Article 1(4) of the Second Directive.

44 As is apparent from its wording, that provision obliges Member States to set up a body with the task of providing compensation, at least up to the limits of the insurance obligation provided for by EU law, for damage to property or personal injuries caused in particular by a vehicle with respect to which that obligation has not been satisfied.

45 Thus, the payment of compensation by such a body was designed to be a measure of last resort, envisaged only for situations referred to in that provision, and cannot be regarded as the implementation of a guarantee scheme in respect of insurance against civil liability relating to the use of vehicles otherwise than in those situations (see, to that effect, judgment of 11 July 2013, *Csonka and Others*, C-409/11, EU:C:2013:512, paragraphs 30 to 32).

46 As the Advocate General states in point 34 of his Opinion, the scope of obligatory intervention of the compensation body referred to in Article 1(4) of the Second Directive is therefore, as regards the damage or injuries caused by an identified vehicle, coextensive with the scope of the general insurance obligation laid down in Article 3(1) of the First Directive. The obligatory intervention of that body in such a situation cannot therefore extend to situations in which the vehicle involved in an accident was not covered by the insurance obligation.

47 Moreover, the interpretation set out in paragraphs 38 to 42 of the present judgment makes it possible to ensure the attainment of the objective of protecting the victims of accidents caused by motor vehicles, laid down by the directives concerning insurance against civil liability in respect of the use of vehicles, which has consistently been pursued and reinforced by the EU legislature (judgment of 28 November 2017, *Rodrigues de Andrade*, C-514/16, EU:C:2017:908, paragraphs 32 and 33 and the case-law cited). That interpretation guarantees that those victims are, in any case, compensated, either by the insurer, under a contract entered into for that purpose, or by the body referred to in Article 1(4) of the Second Directive, in the event that the obligation to insure the vehicle involved in the accident has not been satisfied or where that vehicle has not been identified.

48 In the main proceedings, it is apparent from the documents submitted to the Court that the vehicle of Mrs Destapado Pão Mole Juliana was normally based in the territory of a Member State, namely Portugal. At the material time in the main proceedings, that vehicle was still registered in that Member State.

49 Furthermore, that vehicle was in working order, as evidenced by the fact that the son of Mrs Destapado Pão Mole Juliana was driving it at the time when the accident occurred.

50 In those circumstances, the vehicle was subject to the insurance obligation laid down in Article 3(1) of the First Directive.

51 As is clear from the foregoing, the fact that Mrs Destapado Pão Mole Juliana had parked the vehicle on private land, namely the yard of her house, before her son took possession of it, and the fact that she no longer intended to drive it, is of no relevance in that regard.

52 In the light of all the foregoing, the answer to the first question is that Article 3(1) of the First Directive must be interpreted as meaning that the conclusion of a contract of insurance against civil liability relating to the use of a motor vehicle is obligatory when the vehicle concerned is still registered in a Member State and is capable of being driven but is parked on private land, solely by the choice of the owner, who no longer intends to drive it.

The second question

53 By its second question, the referring court asks, in essence, whether Article 1(4) of the Second Directive must be interpreted as precluding national legislation which provides that the body referred to in that provision has the right to bring an action against the person who was subject to the obligation to take out insurance against civil liability in respect of the use of the vehicle which caused the damage or injuries for which that body took responsibility, but who had not concluded a contract for that purpose, even if that person had no civil liability for the accident in which the damage or injuries occurred.

54 In that regard, it should be noted that Article 1(4) of the Second Directive expressly allows the Member States to regard compensation by that body as subsidiary and enables them to make provision for the settlement of claims between that body and those responsible for the accident and for relations with other insurers or social security bodies required to provide compensation to the victim in respect of the same accident (see, to that effect, judgment of 4 December 2003, *Evans*, C-63/01, EU:C:2003:650, paragraph 32).

55 While the EU legislature sought to preserve the right of the Member States to make provision for the settlement of the claims of the compensation body referred to in Article 1(4) of the Second Directive, in particular, against 'the person or persons responsible for the accident', it did not however harmonise the various matters relating to the actions brought by such a body, in particular the determination of the other persons against whom such actions might be brought, so that, as the Commission pointed out, those matters fall within the scope of the national law of each Member State.

56 Accordingly, national legislation may provide that, when the owner of the vehicle involved in the accident has failed to comply with his or her obligation to insure that vehicle, as in the present case, under national law, that compensation body can bring an action, in addition to an action against the person or persons responsible for the accident, against that owner, irrespective of the civil liability of the latter in the occurrence of the accident.

57 In the light of all the foregoing, the answer to the second question is that Article 1(4) of the Second Directive must be interpreted as not precluding national legislation which provides that the body referred to in that provision has the right to bring an action, in addition to an action against the person or persons responsible for the accident, against the person who was subject to the obligation to take out insurance against civil liability in respect of the use of the vehicle which caused the damage or injuries for which compensation was provided by that body, but who had not concluded a contract for that purpose, even if that person has no civil liability for the accident in which the damage or injuries occurred.

Costs

58 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Grand Chamber) hereby rules:

1. **Article 3(1) of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability, as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005, must be interpreted as meaning that the conclusion of a contract of insurance against**

civil liability relating to the use of a motor vehicle is obligatory when the vehicle concerned is still registered in a Member State and is capable of being driven but is parked on private land, solely by the choice of the owner, who no longer intends to drive it.

2. **Article 1(4) of Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005, must be interpreted as not precluding national legislation which provides that the body referred to in that provision has the right to bring an action, in addition to an action against the person or persons responsible for the accident, against the person who was subject to the obligation to take out insurance against civil liability in respect of the use of the vehicle which caused the damage or injuries for which compensation was provided by that body, but who had not concluded a contract for that purpose, even if that person has no civil liability for the accident in which the damage or injuries occurred.**

[Signatures]