Reports of Cases

JUDGMENT OF THE COURT (Second Chamber)

24 October 2013 *

(Compulsory insurance against civil liability in respect of the use of motor vehicles — Directive 72/166/EEC — Article 3(1) — Directive 90/232/EEC — Article 1 — Road traffic accident — Death of a passenger — Right to compensation of the partner and of the child, who is a minor — Non-material damage — Compensation — Cover by compulsory insurance)

In Case C-22/12,

REQUEST for a preliminary ruling under Article 267 TFEU from the Krajský súd v Prešove (Slovakia), made by decision of 8 November 2011, received at the Court on 17 January 2012, in the proceedings

Katarína Haasová

v

Rastislav Petrík,

Blanka Holingová,

THE COURT (Second Chamber),

composed of R. Silva de Lapuerta, President of the Chamber, J. L. da Cruz Vilaça, G. Arestis, J.-C. Bonichot and A. Arabadjiev (Rapporteur), Judges,

Advocate General: N. Jääskinen,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

— the Slovak Government, by B. Ricziová, acting as Agent,

— the German Government, by T. Henze and J. Kemper, acting as Agents,

— the Estonian Government, by M. Linntam, acting as Agent,

— the European Commission, by A. Tokár, acting as Agent,

after hearing the Opinion of the Advocate General at the sitting on 11 July 2013,

* Language of the case: Slovak.

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of 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 (OJ, English Special Edition 1972 (II), p. 360) ('the First Directive'), and of Article 1(1) of Third Council Directive 90/232/EEC of 14 May 1990 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 1990 L 129, p. 33) ('the Third Directive').

2 The request has been made in proceedings between Mrs Haasová, acting in her own name and on behalf of her daughter Kristína Haasová, a minor, born on 22 April 1999, and Mr Petrík and Mrs Holingová concerning payment of compensation by the latter, arising from civil liability in respect of the use of a motor vehicle, for the damage resulting from the death of Mr Haas, the husband of Mrs Haasová and father of Kristína Haasová, in a road traffic accident which occurred in Czech territory.

Legal context

Private international law

3 Article 3 of the Convention on the Law Applicable to Traffic Accidents, concluded in The Hague on 4 May 1971 ('the 1971 Hague Convention'), which has been ratified by the Slovak Republic, the Czech Republic, other Member States of the European Union and a number of third countries, states:

'The applicable law is the internal law of the State where the accident occurred.'

4 Article 4 of that convention provides:

'Subject to Article 5, the following exceptions are made to the provisions of Article 3:

(a) where only one vehicle is involved in the accident and it is registered in a State other than that where the accident occurred, the internal law of the State of registration is applicable to determine liability

— towards the driver, owner or any other person having control of or an interest in the vehicle irrespective of their habitual residence,

— towards a victim who is a passenger and whose habitual residence is in a State other than that where the accident occurred,

— towards a victim who is outside the vehicle at the place of the accident and whose habitual residence is in the State of registration.

Where there are two or more victims the applicable law is determined separately for each of them.

(b) Where two or more vehicles are involved in the accident, the provisions of (a) are applicable only if all the vehicles are registered in the same State.

…'

5 Article 8 of the Convention states:

‘The applicable law shall determine, in particular:

1. the basis and extent of liability;

2. the grounds for exemption from liability, any limitation of liability, and any division of liability;

3. the existence and kinds of injury or damage which may have to be compensated;

4. the kinds and extent of damages;

5. the question whether a right to damages may be assigned or inherited;

6. the persons who have suffered damage and who may claim damages in their own right;

7. the liability of a principal for the acts of his agent or of a master for the acts of his servant;

8. rules of prescription and limitation, including rules relating to the commencement of a period of prescription or limitation, and the interruption and suspension of this period.’

European Union law

6 Article 28 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) (OJ 2007 L 199, p. 40) (‘the Rome II Regulation’), entitled ‘Relationship with existing international conventions’, provides:

‘1. This Regulation shall not prejudice the application of international conventions to which one or more Member States are parties at the time when this Regulation is adopted and which lay down conflict-of-law rules relating to non-contractual obligations.

2. However, this Regulation shall, as between Member States, take precedence over conventions concluded exclusively between two or more of them in so far as such conventions concern matters governed by this Regulation.’

7 Article 1 of the First Directive states:

‘For the purposes of this Directive:

…

2. “injured party” means any person entitled to compensation in respect of any loss or injury caused by vehicles;

…’

8 Article 3(1) of the First Directive provides:

‘Each Member State shall … 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.’

9 Article 1(1) and (2) 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'), states:

'1. The insurance referred to in Article 3(1) of [the First Directive] shall cover compulsorily both damage to property and personal injuries.

2. Without prejudice to any higher guarantees which Member States may lay down, each Member State shall require insurance to be compulsory at least in respect of the following amounts:

(a) in the case of personal injury, a minimum amount of cover of EUR 1 000 000 per victim or EUR 5 000 000 per claim, whatever the number of victims;

(b) in the case of damage to property, EUR 1 000 000 per claim, whatever the number of victims.

If necessary, Member States may establish a transitional period of up to five years from the date of implementation of [Directive 2005/14], within which to adapt their minimum amounts of cover to the amounts provided for in this paragraph.

Member States establishing such a transitional period shall inform the Commission thereof and indicate the duration of the transitional period.

Within 30 months of the date of implementation of [Directive 2005/14] Member States shall increase guarantees to at least a half of the levels provided for in this paragraph.'

10 Article 1 of the Third Directive provides, inter alia, that 'the insurance referred to in Article 3(1) of [the First Directive] shall cover liability for personal injuries to all passengers, other than the driver, arising out of the use of a vehicle'.

National law

Slovak law

11 Article 11 of Law No 40/1964 on the Civil Code ('the Slovak Civil Code') provides:

'Natural persons are entitled to the protection of their person, particularly life and health, civic honour and human dignity, privacy, reputation and their freedom of expression.'

12 Article 13 of the Slovak Civil Code states:

'(1) Natural persons have in particular the right to require that others desist from unlawful conduct damaging to their personal rights, that the consequences of such conduct be eliminated and that adequate compensation be given.

(2) Where adequate compensation within the meaning of paragraph 1 is not possible, particularly where the honour or social prestige of a natural person has been seriously affected, the latter is also entitled to financial compensation for non-material damage.

(3) The amount of the compensation under paragraph 2 shall be determined by the court with reference to the seriousness of the non-material damage and the circumstances in which the unlawfulness occurred.'

13 Article 4 of Law No 381/2001 on compulsory contractual insurance against civil liability in respect of the use of a motor vehicle ('Slovak Law on compulsory insurance') provides:

'(1) Insurance against civil liability applies to any person who is liable for damage caused by the use of the motor vehicle referred to in the insurance contract.

(2) The insured person has the right under the civil liability insurance to expect that the insurer will meet on his behalf asserted and demonstrated claims by the injured party for compensation in respect of:

(a) personal injury and expenses in the event of death,

(b) loss caused to the person injured as a result of the destruction, theft or loss of property,

(c) properly incurred legal costs for the enforcement of claims under (a), (b) and (d), where the insurer has not fulfilled its obligations under Article 11(6)(a) or (b) or has unlawfully declined or reduced performance under the insurance contract,

(d) loss of earnings.

(3) The insured person has the right under the civil liability insurance to expect that the insurer will meet on his behalf current, demonstrated and disbursed medical costs, daily allowances, social security benefits, accident benefits, accident insurance payments, retirement benefits, retirement benefits for military and police officers and annuities from old-age pension saving schemes, if the insured person is required to compensate the relevant persons for such expenses.'

Czech law

14 Article 11 of Law No 40/1964 on the Civil Code ('the Czech Civil Code') states:

'Natural persons are entitled to the protection of their person, particularly life and health, civic honour and human dignity, privacy, reputation and their freedom of expression.'

15 Article 13 of the Czech Civil Code provides:

'(1) Natural persons have in particular the right to require that others desist from unlawful conduct damaging to their personal rights, that the consequences of such conduct be eliminated and that adequate compensation be given.

(2) Where adequate compensation within the meaning of paragraph 1 is not possible, particularly where the honour or social prestige of a natural person has been seriously affected, the latter is also entitled to financial compensation for non-material damage.

(3) The amount of the compensation under paragraph 2 shall be determined by the court with reference to the seriousness of the non-material damage and the circumstances in which the unlawfulness occurred.'

16 Article 444 of the Czech Civil Code provides:

'(1) In the event of personal injuries, the harm suffered by the injured person and the social harm caused shall give rise to lump-sum compensation.

…

(3) In the event of death, survivor dependents shall benefit from lump-sum compensation in the amount of:

(a) 240 000 [Czech koruny (CZK)] for the loss of a spouse;

…'

17 Article 6 of Law No 168/1999 on insurance against civil liability in respect of the use of a vehicle ('Czech Law on compulsory insurance') states:

'(1) Civil liability insurance shall cover any person responsible for damage caused by the use of the vehicle referred to in the insurance contract.

(2) Save where this law provides otherwise, the insured person is entitled to expect that the insurer will meet on his behalf, within the scope and amount laid down by the Civil Code, claims arising from

(a) personal injury or death,

(b) loss caused to the person insured as a result of the deterioration, destruction or loss of property, and damage caused by the theft of property, if the physical person has lost control over it,

(c) loss of earnings,

(d) properly incurred legal costs for the enforcement of claims under (a), (b) and (c); in the case of (b) and (c), however, only in the event of failure by the insurer to comply with the time limit in Article 9(3), or the insurer's unjustified refusal or reduction of performance under the insurance contract,

provided the injured party has asserted and enforced his claim, and provided the damaging event for which the person insured is responsible occurred within the period of validity of the liability insurance, save for the period of its interruption.'

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

18 It is apparent from the order for reference and the information provided by the referring court in response to a request for clarification made by the Court of Justice, pursuant to Article 101 of its Rules of Procedure, that, on 7 August 2008, Mr Haas died in Czech territory in a road traffic accident caused by Mr Petrík, who was driving a private motor vehicle belonging to Mrs Holingová.

19 Mrs Holingová's car, registered in Slovakia and in which Mr Haas was a passenger, collided with a heavy goods vehicle registered in the Czech Republic. At the time of the accident, Mrs Haasová and her daughter were in Slovakia.

20 In a judgment in criminal proceedings delivered by the Okresný súd Vranov nad Topľou (District Court, Vranov nad Topľou) (Slovakia), Mr Petrík, found guilty of homicide and bodily harm, was given a two-year suspended prison sentence. Under Article 50(2) and Article 51(4)(c) of the Slovak Criminal Code, he was ordered to pay compensation for the damage caused, including the damage suffered by Mrs Haasová, which was fixed at EUR 1 057.86.

21 Moreover, Mrs Haasová and her daughter sued Mr Petrík and Mrs Holingová for non-material damage resulting from the loss of their husband and father, in accordance with Article 13(2) and (3) of the Slovak Civil Code. At first instance, Mr Petrík and Mrs Holingová were ordered to pay Mrs Haasová compensation of EUR 15 000 for that loss. All of the parties appealed against the judgment determining damages before the Krajský súd v Prešove (Regional Court, Prešov) (Slovakia).

22 That court considers that, in the light of the facts of the case, Czech substantive law should be applied and, in particular, Article 444(3) of the Czech Civil Code, which provides, in the case of death, that the victim's surviving spouse is to benefit from a fixed amount of compensation of CZK 240 000. However, the question arises as to whether that compensation is sufficient and, consequently, whether there should be additional compensation on the basis of Article 11 of the Czech Civil Code.

23 In that regard, the referring court considers that the rights of Mrs Haasová and her daughter derive from those of the victim, since Mr Haas's life was protected under Article 11 of the Czech Civil Code. It states that Articles 11 to 16 of the Slovak and Czech Civil Codes ensure a person's protection. This includes the protection from 'harm' of life, health, civic honour, human dignity, privacy, reputation and freedom of expression. The term 'harm', it claims, is used to refer to non-material damage resulting from an infringement of the right to such protection.

24 The referring court also states that, under the Slovak Law on compulsory insurance, the owner of the motor vehicle has the right to expect the insurer to pay on his behalf, vis-à-vis the party who has been injured as a result of conduct attributable to the insured, compensation for current, proven damage, to the extent determined by that law and by the conditions laid down in the insurance policy and, consequently, compensation for personal injuries and the costs incurred in the event of death.

25 In the present case, Mrs Holingová entered into a compulsory insurance contract against liability with Allianz-Slovenská poist'ovňa a.s., ('Allianz'). Given that the person liable for the damage can call on his insurer to pay compensation, on his behalf, for the damage for which he is responsible, the insurer would be required to intervene in the compensation proceedings, provided it had a legitimate interest in the outcome of the case. Thus, the referring court called on Allianz to intervene in the proceedings.

26 However, Allianz would have such a legitimate interest only if the right relied on were covered by the compulsory insurance against liability. If the non-material damage at issue in the main proceedings were not covered by the compulsory insurance, Allianz's intervention would not be justified.

27 According to the referring court, compensation for personal injuries also covers, to an extent, non-financial damage, such as pain and suffering and difficulties in social relationships. The concept of damage covered by the insurance contract thus also includes, in its view, damage of a non-financial nature, in particular, non-material, moral or emotional injury.

28 The referring court further considers that the Member States are required, under the First and Third Directives, to adopt all appropriate measures to ensure that civil liability for damage caused by the use of motor vehicles habitually stationed in their territory is covered by insurance, in order to protect insured parties and the victims of accidents, and to ensure that compensation is paid for all loss or damage covered by compulsory motor vehicle insurance.

29 However, it is stated that Allianz refuses to compensate the non-financial damage suffered, on the ground that compensation for such damage under Article 13 of the Slovak Civil Code is not covered, in its view, by the compulsory insurance contract against civil liability in respect of the use of motor vehicles, since the right to such compensation does not fall within the cover provided for under the Slovak and Czech laws on compulsory insurance.

30 The referring court considers that that question is decisive, because compensation should also be provided to cover non-material damage suffered by those deriving rights from the victim of a road accident. Such damage could be made good under Article 13(2) and (3) of the applicable civil code and should, in a broad sense, be regarded as a personal injury for the purposes of Article 4(2)(a) of the Slovak Law on compulsory insurance. For that reason, it takes the view that compensation for that non-material damage falls within the scope of the insurer's liability under the compulsory insurance contract.

31 In those circumstances, the Krajský súd v Prešove decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'1. Must Article 1(1) of [the Third Directive] in combination with Article 3(1) of [the First Directive] be interpreted as precluding a provision of national law (such as Article 4 of [the Slovak Law on compulsory insurance] and Article 6 of [the Czech Law on compulsory insurance]), according to which civil liability arising from the use of a motor vehicle does not cover non-material damage, expressed in financial form, caused to the survivors of the victims of a road accident caused by the use of a motor vehicle?

2. If the answer to the first question is that the abovementioned rule of national law does not conflict with [European Union] law, must the provisions of Article 4(1), (2) and (4) of [the Slovak Law on compulsory insurance] and Article 6(1) to (3) of [the Czech Law on compulsory insurance] be interpreted as not precluding the national court, in conformity with Article 1(1) of [the Third Directive] in combination with Article 3(1) of [the First Directive], from allowing a claim for non-material damage caused to the survivors of the victims of a road accident caused by the use of a motor vehicle, in the capacity of injured parties and in financial form?'

Admissibility of the questions referred

32 The Slovak Government and the Commission have expressed doubts as to the admissibility of the questions referred, stating that the order for reference does not contain an account of the facts surrounding the road traffic accident, which are pivotal to their understanding of the case in the main proceedings. Moreover, the Slovak Government considers that those questions are not relevant for the dispute to be resolved, since Allianz is not a party to the dispute and the decision to be made by the national court in the main proceedings will not be binding on that insurance company.

33 In that regard, it should be noted that, in response to a request for clarification made to it by the Court of Justice pursuant to Article 101 of its Rules of Procedure, the referring court, first, provided an account of the facts surrounding the road traffic accident at the origin of the case in the main proceedings and, second, stated that the answer to be given by the Court of Justice will be decisive for its assessment of Allianz's intervention in the main proceedings and, thus, for the question whether the judgment to be delivered in these proceedings will be binding on that company.

34 Consequently, the questions referred must be deemed to be admissible.

Consideration of the questions referred

The first question

35 By its first question, the referring court asks, in essence, whether Article 3(1) of the First Directive and Article 1(1) of the Third Directive must be interpreted as meaning that compulsory insurance against civil liability resulting from the use of a motor vehicle must cover compensation for non-material damage suffered by the next of kin of deceased victims of a road traffic accident.

36 It should be noted, at the outset, that the referring court has stated, first, that the civil liability law applicable to the facts in the main proceedings is, in the light of Articles 3 and 4 of the 1971 Hague Convention and Article 28 of the Rome II Regulation, Czech law and, second, that the questions referred do not concern the cover by compulsory insurance against civil liability governed by the sixth part of the Czech Civil Code and thus the flat-rate compensation provided for in Article 444 of that code. The referring court in fact considers that Articles 11 and 13 of the Czech Civil Code, which concern protection of the person, apply independently of those provisions on civil liability, and stated that those questions relate exclusively to the cover by compulsory insurance of compensation for non-material damage due on the basis of the provisions protecting the person.

37 In that regard, it should be noted that the preambles to the First and Second Directives show that their aim is, first, to ensure the free movement of vehicles normally based in European Union territory and of persons travelling in those vehicles and, second, to guarantee that the victims of accidents caused by those vehicles receive comparable treatment irrespective of where in the European Union the accident occurred (Case C-300/10 *Marques Almeida* [2012] ECR, paragraph 26 and the case-law cited).

38 The First Directive, as amplified and supplemented by the Second and Third Directives, thus requires the Member States to ensure that civil liability in respect of the use of vehicles normally based in their territory is covered by insurance, and specifies, inter alia, the types of damage and the third-party victims to be covered by that insurance (*Marques Almeida*, paragraph 27 and the case-law cited).

39 It should however be noted that the obligation to provide insurance cover against civil liability for damage caused to third parties by motor vehicles is distinct from the extent of the compensation to be afforded to them on the basis of the civil liability of the insured person. Whereas the former is defined and guaranteed by European Union legislation, the latter is, essentially, governed by national law (*Marques Almeida*, paragraph 28 and the case-law cited).

40 In that regard, the Court has already held that it is apparent from the aim of the First, Second and Third Directives, and from their wording, that they do not seek to harmonise the rules of the Member States governing civil liability and that, as European Union law now stands, the Member States are free to determine the rules of civil liability applicable to road accidents (*Marques Almeida*, paragraph 29 and the case-law cited).

41 Consequently, and regard being had inter alia to Article 1(2) of the First Directive, as European Union law currently stands, in relation to their civil liability schemes, in principle the Member States remain free to determine, in particular, which damage caused by motor vehicles is to be compensated, the extent of such compensation and the persons who are entitled to it.

42 However, the Court of Justice has stated that the Member States must exercise their powers in that field in compliance with European Union law and that national provisions which govern compensation for road traffic accidents may not deprive the First, Second and Third Directives of their effectiveness (*Marques Almeida*, paragraph 31 and the case-law cited).

43 In so far as concerns the cover by compulsory insurance of damage caused by motor vehicles which must be compensated under national civil liability law, the second sentence of Article 3(1) of the First Directive indeed left it, as submitted by the German Government, to the Member States to determine the damage covered and the terms and conditions of compulsory insurance (see, to that effect, Case C-129/94 *Ruiz Bernáldez* [1996] ECR I-1829, paragraph 15).

44 However, it is in order to reduce the disparities which continued to exist between the laws of the Member States with respect to the extent of the obligation of insurance cover that Article 1 of the Second Directive required compulsory cover against civil liability, for both damage to property and personal injuries, up to specified sums. Article 1 of the Third Directive extended that obligation to cover personal injuries to passengers other than the driver (*Ruiz Bernáldez*, paragraph 16).

45 Thus, the Member States are required to ensure that the civil liability resulting from the use of motor vehicles arising under their domestic law is covered by insurance which complies with the provisions of the First, Second and Third Directives (*Marques Almeida*, paragraph 30 and the case-law cited).

46 Consequently, the freedom enjoyed by the Member States to determine the damage covered and the terms and conditions of compulsory insurance has been restricted by the Second and Third Directives, in that they rendered the cover of certain types of damage mandatory, specifying fixed minimum amounts of cover. Personal injuries, as set out in Article 1(1) of the Second Directive, feature among the types of damage in respect of which cover is mandatory.

47 As the Advocate General has stated in points 68 to 73 of his Opinion, and as has been held by the EFTA Court in its judgment of 20 June 2008 in Case E-8/07 *Celina Nguyen* v *The Norwegian State* (*EFTA Court Report*, p. 224, paragraphs 26 and 27), it must be considered that, in the light of the different language versions of Article 1(1) of the Second Directive, Article 1(1) of the Third Directive and the protective aim of the three directives referred to above, the notion of 'personal injuries' covers any type of damage, in so far as compensation for such damage is provided for, as part of the civil liability of the insured, under the national law applicable in the dispute, resulting from an injury to physical integrity, which includes both physical and psychological suffering.

48 According to settled case-law, provisions of European Union law must be interpreted and applied uniformly in the light of the versions existing in all the languages of the European Union. Where there is a divergence between the various language versions of a European Union text, the provision in question must thus be interpreted by reference to the general scheme and the purpose of the rules of which it forms part (see, inter alia, Case C-280/04 *Jyske Finans* [2005] ECR I-10683, paragraph 31 and the case-law cited).

49 Thus, since the various language versions of Article 1(1) of the Second Directive use, in essence, a variation of the notion of 'personal injury', reference must be made to the general scheme and purpose of that provision and of the directive. In that regard, it must be noted, first, that that notion complements that of 'damage to property' and, second, that that provision and the directive seek, in particular, to strengthen the protection afforded to victims. In those circumstances, it is necessary to adopt the broad interpretation of that notion provided in paragraph 47 above.

50 Consequently, non-material damage, compensation for which is provided for as part of the civil liability of the insured person, under the national law applicable in the dispute, features among the types of damage in respect of which compensation must be provided in accordance with the First, Second and Third Directives.

51 In so far as concerns the issue as to who is entitled to compensation for such non-material damage, the Court of Justice notes, first, that it is apparent from Article 1(2) of the First Directive, read in conjunction with the first sentence of Article 3(1) thereof, that the protection which must be assured under that directive extends to anyone who is entitled, under national civil liability law, to compensation for damage caused by motor vehicles.

52 Second, as noted by the Advocate General in point 78 of his Opinion, and contrary to what the German Government submits, the Third Directive has not reduced the circle of protected persons, but, on the contrary, has made mandatory cover for damage suffered by certain persons considered to be particularly vulnerable.

53 Moreover, since the notion of 'loss or injury' in Article 1(2) of the First Directive is not further defined, there is nothing to suggest, contrary to what the Estonian Government claims, that certain types of damage, such as non-material damage, should be excluded from that notion, since compensation must be provided for such damage under the applicable national civil liability law.

54 It cannot be concluded from any part of the First, Second and Third Directives that the European legislature wished to restrict the protection ensured by those directives exclusively to persons directly involved in an event causing harm.

55 Consequently, the Member States are required to ensure that compensation payable, under their national civil liability law, for non-material harm suffered by the next of kin of victims of road traffic accidents are covered by compulsory insurance of at least the minimum amounts laid down in Article 1(2) of the Second Directive.

56 That should be so in this instance since, according to the information provided by the referring court, persons in the situation of Mrs Hassová and her daughter are entitled, under Articles 11 and 13 of the Czech Civil Code, to compensation for non-material damage suffered as a result of the death of their spouse and father.

57 That assessment cannot be called into question by the fact, submitted by the Slovak Government, that Articles 11 and 13 form part of a section of the Czech and Slovak Civil Codes governing injury to the rights of the person and which is independent of the section of those codes governing actual civil liability within the meaning of those codes.

58 Given that the liability of the insured person in this case, which in the view of the referring court, results from Articles 11 and 13 of the Czech Civil Code, originated in a road traffic accident and is civil in nature, there is no reason to consider that such liability does not fall under the substantive national civil liability law to which the First, Second and Third Directives refer.

59 In the light of all of the foregoing considerations, the answer to the first question is that Article 3(1) of the First Directive, Article 1(1) and (2) of the Second Directive and Article 1(1) of the Third Directive must be interpreted as meaning that compulsory insurance against civil liability in respect of the use of motor vehicles must cover compensation for non-material damage suffered by the next of kin of the deceased victims of a road traffic accident, in so far as such compensation is provided for as part of the civil liability of the insured party under the national law applicable to the dispute in the main proceedings.

The second question

60 In view of the Court's answer to the first question, there is no need to answer the second question.

Costs

61 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 (Second Chamber) hereby rules:

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, Article 1(1) and (2) 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, and Article 1(1) of Third Council Directive 90/232/EEC of 14 May 1990 on the approximation of the laws of the Member States relating to insurance against civil

liability in respect of the use of motor vehicles must be interpreted as meaning that compulsory insurance against civil liability in respect of the use of motor vehicles must cover compensation for non-material damage suffered by the next of kin of the deceased victims of a road traffic accident, in so far as such compensation is provided for as part of the civil liability of the insured party under the national law applicable in the dispute in the main proceedings.

[Signatures]