Reports of Cases

JUDGMENT OF THE COURT (Sixth Chamber)

5 September 2019*

(Reference for a preliminary ruling — Directive 2008/48/EC — Consumer protection — Consumer credit — Article 10(2)(h) and (i) and Article 10(3) — Information to be included in the agreement — National legislation laying down an obligation to specify for each payment the distribution between the repayment of capital, interest and charges)

In Case C-331/18,

REQUEST for a preliminary ruling under Article 267 TFEU from the Krajský súd v Prešove (Regional Court, Prešov, Slovakia), made by decision of 5 April 2018, received at the Court on 22 May 2018, in the proceedings

TE

v

Pohotovosť s.r.o.,

THE COURT (Sixth Chamber),

composed of C. Toader, President of the Chamber, A. Rosas and M. Safjan (Rapporteur), Judges,

Advocate General: E. Sharpston,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– Pohotovosť s.r.o., by J. Fuchs,

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

– the European Commission, by A. Tokár, G. Goddin and C. Valero, acting as Agents,

having decided, after hearing the views of the Advocate General, to proceed to judgment without an Opinion,

gives the following

* Language of the case: Slovak.

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 10(2)(h) and (i) and (3) 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 (OJ 2008 L 133, p. 66; corrigenda OJ 2009 L 207, p. 14; OJ 2010 L 199, p. 40; OJ 2011 L 234, p. 46, and OJ 2015 L 36, p. 15).

2 The request has been made in proceedings between TE and Pohotovosť s.r.o. concerning the latter's liability for having failed to specify, in a credit agreement, the breakdown of each repayment showing capital amortisation, interest and, where applicable, any additional costs.

Legal context

EU law

3 Recitals 9, 19, 30 and 31 of Directive 2008/48 state:

'(9) Full harmonisation is necessary in order to ensure that all consumers in the Community enjoy a high and equivalent level of protection of their interests and to create a genuine internal market. Member States should therefore not be allowed to maintain or introduce national provisions other than those laid down in this directive. However, such restriction should only apply where there are provisions harmonised in this directive. Where no such harmonised provisions exist, Member States should remain free to maintain or introduce national legislation. …

…

(19) In order to enable consumers to make their decisions in full knowledge of the facts, they should receive adequate information, which the consumer may take away and consider, prior to the conclusion of the credit agreement, on the conditions and cost of the credit and on their obligations. …

…

(30) This directive does not regulate contract law issues related to the validity of credit agreements. Therefore, in that area, the Member States may maintain or introduce national provisions which are in conformity with Community law. Member States may regulate the legal regime governing the offer to conclude the credit agreement, in particular when it is to be given and the period during which it is to be binding on the creditor. If such an offer is made at the same time as the pre-contractual information provided for by this directive is given, it should, like any additional information the creditor may wish to give to the consumer, be provided in a separate document which may be annexed to the Standard European Consumer Credit Information.

(31) In order to enable the consumer to know his rights and obligations under the credit agreement, it should contain all necessary information in a clear and concise manner.'

4 Under Article 1 of that directive, headed 'Subject matter':

'The purpose of this directive is to harmonise certain aspects of the laws, regulations and administrative provisions of the Member States concerning agreements covering credit for consumers.'

5 Article 10 of the directive, entitled ‘Information to be included in credit agreements’, provides:

‘1. Credit agreements shall be drawn up on paper or on another durable medium.

All the contracting parties shall receive a copy of the credit agreement. This article shall be without prejudice to any national rules regarding the validity of the conclusion of credit agreements which are in conformity with Community law.

2. The credit agreement shall specify in a clear and concise manner:

…

(g) the annual percentage rate of charge and the total amount payable by the consumer, calculated at the time the credit agreement is concluded; all the assumptions used in order to calculate that rate shall be mentioned;

(h) the amount, number and frequency of payments to be made by the consumer and, where appropriate, the order in which payments will be allocated to different outstanding balances charged at different borrowing rates for the purposes of reimbursement;

(i) where capital amortisation of a credit agreement with a fixed duration is involved, the right of the consumer to receive, on request and free of charge, at any time throughout the duration of the credit agreement, a statement of account in the form of an amortisation table.

The amortisation table shall indicate the payments owing and the periods and conditions relating to the payment of such amounts; the table shall contain a breakdown of each repayment showing capital amortisation, the interest calculated on the basis of the borrowing rate and, where applicable, any additional costs; where the interest rate is not fixed or the additional costs may be changed under the credit agreement, the amortisation table shall indicate, clearly and concisely, that the data contained in the table will remain valid only until such time as the borrowing rate or the additional costs are changed in accordance with the credit agreement;

(j) if charges and interest are to be paid without capital amortisation, a statement showing the periods and conditions for the payment of the interest and of any associated recurrent and non-recurrent charges;

…

(u) where applicable, other contractual terms and conditions;

…

3. Where paragraph 2(i) applies, the creditor shall make available to the consumer, free of charge and at any time throughout the duration of the credit agreement, a statement of account in the form of an amortisation table.

4. In the case of a credit agreement under which payments made by the consumer do not give rise to an immediate corresponding amortisation of the total amount of credit, but are used to constitute capital during periods and under conditions laid down in the credit agreement or in an ancillary agreement, the information required under paragraph 2 shall include a clear and concise statement that such credit agreements do not provide for a guarantee of repayment of the total amount of credit drawn down under the credit agreement, unless such a guarantee is given.

…’

6 Article 14 of the directive, entitled 'Right of withdrawal', states in paragraph 1:

'The consumer shall have a period of 14 calendar days in which to withdraw from the credit agreement without giving any reason.

That period of withdrawal shall begin

(a) either from the day of the conclusion of the credit agreement, or

(b) from the day on which the consumer receives the contractual terms and conditions and information in accordance with Article 10, if that day is later than the date referred to in point (a) of this subparagraph.'

7 Article 22 of Directive 2008/48, entitled 'Harmonisation and imperative nature of this directive', is worded as follows:

'1. In so far as this directive contains harmonised provisions, Member States may not maintain or introduce in their national law provisions diverging from those laid down in this directive.

…

3. Member States shall further ensure that the provisions they adopt in implementation of this directive cannot be circumvented as a result of the way in which agreements are formulated, in particular by integrating drawdowns or credit agreements falling within the scope of this directive into credit agreements the character or purpose of which would make it possible to avoid its application.

…'

8 In Annex II to Directive 2008/48, concerning the 'Standard European consumer credit information', section 2, entitled 'Description of the main features of the credit product', contains the heading 'Instalments and, where appropriate, the order in which instalments will be allocated'. The following description is given under that heading:

'You will have to pay the following:

[The amount, number and frequency of payments to be made by the consumer]

Interest and/or charges will be payable in the following manner:'

Slovak law

9 The zákon č. 129/2010 Z. z. o spotrebiteľských úveroch a o iných úveroch a pôžičkách pre spotrebiteľov a o zmene a doplnení niektorých zákonov (Law No 129/2010 on consumer credit and other forms of credit and loans for consumers, amending certain other laws) was intended to transpose Directive 2008/48 into Slovak law.

10 Under Article 9(2) of that law, in the version applicable on 1 October 2015:

'A consumer credit agreement must, in addition to the general requirements set out in the Civil Code, state the following:

…

(k) the annual percentage rate of charge and the total amount the consumer is required to pay, calculated on the basis of current data at the time the consumer credit agreement is concluded; all the basic data used in calculating the annual percentage rate of charge shall be stated;

(l) the amount, number and dates of payments of capital, interest and other charges and, if appropriate, the order in which payments will be allocated to different outstanding balances charged at different borrowing rates for the purposes of reimbursement;

(m) where capital amortisation of a consumer credit agreement with a fixed duration is involved, the right of the consumer to request, free of charge, at any time throughout the duration of the credit agreement, a statement of account in the form of an amortisation table in accordance with subparagraph 5;

…'

11 Article 9(2) of Law No 129/2010, in the version applicable as of 1 May 2018, is worded as follows:

'A consumer credit agreement must, in addition to the general requirements set out in the Civil Code, state the following:

…

(h) the annual percentage rate of charge and the total amount the consumer is required to pay, calculated on the basis of current data at the time the consumer credit agreement is concluded; all the assumptions used in calculating the annual percentage rate of charge;

(i) the amount, number and frequency of payments and, where appropriate, the order in which payments will be allocated to different outstanding balances charged at different borrowing rates for the purposes of reimbursement;

(j) where capital amortisation of a consumer credit agreement with a fixed duration is involved, the right of the consumer to request, free of charge, at any time throughout the duration of the credit agreement, a statement of account in the form of an amortisation table in accordance with subparagraph 5;

…'

12 Article 11(1) of Law No 129/2010, in the version applicable on 1 January 2013, provides:

'Any consumer credit granted shall be deemed to be free of interest and charges if:

…

(d) the annual percentage rate of charge is stated incorrectly, to the detriment of the consumer, in the consumer credit agreement.'

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

13 On 1 October 2015, TE entered into a consumer credit agreement with Pohotovosť in the amount of EUR 350 for a term of one year with the obligation to repay the sum of EUR 672. The agreement provided for interest of EUR 224 and 'commission' of EUR 98.

14 After agreeing on a single repayment, the parties decided, on the same day, on repayment by means of 12 monthly instalments of EUR 56. The annual percentage rate (APR) applicable to the credit which was to be repaid in a single payment was 28% while the APR for the credit repayable in monthly instalments increased to 281.64%.

15 The General Conditions of the agreement stipulated that 'the APR is calculated on the basis of the total amount borrowed, the amount of commission, the time limit for repayment of the capital and the commission (with the exception of interest, notarial fees, penalties for non-performance of the contract and other charges excluded from calculation of the APR by specific legislation)'.

16 The agreement at issue in the main proceedings did not state why interest was not included in the calculation of the APR and does not explain why the APR of 28% was calculated on the basis of only the 'commission', and not also on the basis of other ancillary charges, particularly interest.

17 In addition, the agreement did not include any breakdown of the monthly repayments of the credit showing capital amortisation and other elements of the credit cost.

18 TE brought an action before the Okresný súd Humenné (District Court, Humenné, Slovakia) seeking to establish Pohotovosťs liability for infringement of the obligation set out in Article 9(2)(l) of Law No 129/2010 in the version applicable on 1 October 2015.

19 By judgment of 27 November 2017, that court dismissed TE's action.

20 TE brought an appeal against that judgment before the Krajský súd v Prešove (Regional Court, Prešov, Slovakia).

21 The referring court states that, in order to comply with the judgment of the Court of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842, paragraphs 51 to 59), the Slovak legislature amended Law No 129/2010 by removing, from Article 9(2)(l) of that law, in its version applicable on 1 October 2015, the obligation to indicate, in a credit agreement, 'dates of repayments of capital, interest and other charges'. That obligation was replaced with the obligation, provided for in Article 9(2)(i) of that law, in the version applicable as of 1 May 2018, to indicate in the credit agreement 'the frequency of payments'.

22 In that regard, in the first place, the referring court notes that Law No 129/2010, in the version applicable on 1 October 2015, did not expressly provide that 'dates of repayments of capital, interest and other charges' had to be indicated in the form of an amortisation table. By amending that law with effect from 1 May 2018 the Slovak legislature removed the obligation to set out, in a credit agreement, the breakdown of repayments between capital, interest and other charges not only in the form of an amortisation table but also in any other form.

23 In the case in the main proceedings, TE did not require that an amortisation table be annexed to the credit agreement she entered into, but that the agreement indicated, at least summarily, the breakdown referred to in the preceding paragraph.

24 As regards the interpretation of Articles 10(2)(h) and (i) and 22(1) of Directive 2008/48, as set out in the judgment of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842), the referring court is of the view that those provisions merely preclude a Member State from laying down in its national legislation an obligation to specify the breakdown of repayment of capital in the form of an amortisation table.

25 In the second place, the referring court states that a breakdown of the repayment of credit showing capital amortisation, interest and other charges makes it possible to ascertain more clearly whether the payments include interest which should be included in the calculation of the APR.

26 In the third place, the referring court is doubtful as to whether, in order to ensure the effective implementation of Directive 2008/48, it is required to apply the provisions of Law No 129/2010, in its version applicable as of 1 May 2018, to the agreement at issue in the main proceedings, which was entered into on 1 October 2015.

27 In that regard, by a judgment of 22 February 2018, the Najvyšší súd Slovenskej republiky (Supreme Court of the Slovak Republic) held that, as regards credit agreements entered into before 1 May 2018, the Slovak courts are required to interpret national law in accordance with EU law and thus achieve the result arising from Law No 129/2010 in the version applicable as of 1 May 2018.

28 However, the referring court fears that such interpretation of the national provisions at issue is made *contra legem* and conflicts with the principle of legal certainty.

29 In those circumstances, the Krajský súd v Prešove (Regional Court, Prešov) decided to stay the proceedings and to refer the following questions to the Court for a preliminary ruling:

‘(1) (a) In response to the judgment [of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842)], the Slovak legislature removed, with effect as of 1 May 2018, from Paragraph [9(2)(l) of Law No 129/2010 in the version applicable at 1 October 2015] on credit repayments and contractual terms, the words ‘capital, interest and other charges’, thereby putting an end to consumers’ statutory right to a statement in some form (not only in the form of an amortisation table), in consumer credit agreements, of the breakdown of payments showing capital, interest and charges, together with the penalties for infringement of that right.

(b) Although, since 1 May 2018, the judgment [of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842)] has been more effectively implemented as a result of the amendment to the law, the fact remains that in disputes concerning consumer agreements concluded prior to 1 May 2018, the [Slovak] courts have reacted [to that judgment] in practice by seeking, by means of an interpretation in conformity with EU law, to achieve in essence the same result as that pursued by the legislature.

(c) Against that background, the question referred to the Court of Justice concerns the interpretation of EU law by application of the doctrine of the indirect effect of directives. Taking into account the large number of decisions in which the courts have, in the past, held that consumers were granted, under Law No 129/2010, the right to a breakdown of repayments in terms of the capital, interest and other charges, the following question is referred:

In applying the doctrine of the indirect effect of a directive with regard to horizontal relationships between individuals with the aim of rendering the directive fully effective using all interpretative methods and the national legal order in its entirety, does the principle of legal certainty permit the court to adopt, in a dispute concerning a consumer credit agreement concluded prior to 1 May 2018, a decision which is equivalent, as to its effects, to the amendments, effective as of 1 May 2018, made to the law by the legislature for the purposes of executing the judgment [of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842)]?

The other questions are referred by the referring court only if the Court answers question 1(c) in the affirmative.

(2) Must the judgment of 9 November 2016[, *Home Credit Slovakia* (C-42/15, EU:C:2016:842)] and Directive 2008/48 … be interpreted as meaning that the Court of Justice has held that [that directive] precludes national legislation which requires a breakdown of credit repayments, not

only in the form of an amortisation table but also in any other form provided for in the legislation, setting out the amount, the number and the frequency of the repayments of the capital of a consumer credit?

(3) Must [that judgment] be interpreted as meaning that, in addition to what has been stated as regards capital, it also governs the issue of whether legislation of a Member State, under which consumers have a right to terms in a consumer credit agreement showing the amount, the number and the dates for the payment of interest and charges, goes beyond Directive 2008/48? If [that] judgment also concerns interest and charges, then do legislative provisions [providing for a] breakdown of the payment of interest and charges, in a form other than an amortisation table, also exceed Directive 2008/48, in particular Article 10(2)(j) thereof?'

Admissibility of the request for a preliminary ruling

30 In its written observations, Pohotovosť claims that the questions are inadmissible.

31 As regards the first question, Pohotovosť claims that the principle of legal certainty invoked by the referring court is a matter of national law, and the Court has jurisdiction to interpret only EU law.

32 In addition, it claims that it is for the national court and not the Court of Justice to assess whether, in the case in the main proceedings, national law can be interpreted in accordance with EU law.

33 As regards the second and third questions, Pohotovosť notes that, as is clear from the order for reference, the agreement at issue in the main proceedings provides for the repayment of credit without capital amortisation. In these circumstances, the questions concerning the amortisation table are irrelevant in the case in the main proceedings.

34 According to Pohotovosť, the Slovak legislation does not establish any penalty in the event that a credit agreement does not include an amortisation table or a summary of the periods and conditions for the payment of the interest and of any associated recurrent and non-recurrent charges. Therefore, the questions concerning the breakdown of each repayment showing capital amortisation, interest and, where applicable, any additional costs have no practical significance in the present case.

35 In addition, without formally claiming that the request for a preliminary ruling is inadmissible, the Slovak Government and the European Commission state that, as is clear from the order for reference, the APR indicated in the credit agreement was incorrect. The Slovak Government considers that, if the APR indicated in that agreement is lower than the real effective rate, the credit is exempt from interest and charges in accordance with Article 11(1) of Law No 129/2010. In those circumstances, that penalty can be applied in the present case irrespective of any answer the Court gives to the questions referred.

36 In that regard, it should be recalled that, in accordance with the settled case-law of the Court, questions on the interpretation of EU law referred by a national court in the factual and legislative context which that court is responsible for defining, the accuracy of which is not a matter for the Court to determine, enjoy a presumption of relevance. The Court may refuse to rule on a question referred by a national court only where it is quite obvious that the interpretation of EU law that is sought bears no relation to the actual facts of the main action or its purpose, where the problem is hypothetical, or where the Court does not have before it the factual or legal material necessary to give a useful answer to the questions submitted to it and to understand the reasons for the referring court's view that it needs answers to those questions in order to rule in the dispute before it (judgment of 8 May 2019, *PI*, C-230/18, EU:C:2019:383, paragraph 40 and the case-law cited).

37 In the present case, the referring court asks questions concerning the interpretation of EU legislation, namely Directive 2008/48, and, in that respect, asks for clarification of the judgment of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842).

38 As regards the argument raised by the Slovak Government and the Commission that, since the APR indicated is incorrect, the national court may decide, in accordance with national legislation, that the agreement at issue is exempt from interest and charges, it should be borne in mind that the case in the main proceedings concerns a request from a consumer seeking to establish Pohotovosť's liability for infringement of the obligation to indicate in the credit agreement all the mandatory information in accordance with national legislation and Directive 2008/48. In those circumstances, the fact that the national court is able to penalise Pohotovosť for indicating the wrong APR, assuming that possibility is confirmed by that court, cannot, in any event, render completely useless, for the purposes of resolving the dispute, clarification by the Court of the requirements laid down by that directive as regards the other elements which must always be included in a consumer credit agreement, given that the directive concerns both the payment of the credit with amortisation of the capital and payment of fees and interest without amortisation of capital.

39 Accordingly, the reference for a preliminary ruling must be held to be admissible.

Consideration of the questions referred

The second and third questions

40 By the second and third questions, which should be considered first and together, the referring court asks, in essence, whether Article 10(2)(h) to (j) of Directive 2008/48, in conjunction with Article 22(1) of that directive, must be interpreted as precluding national legislation, such as that at issue in the main proceedings, under which a credit agreement must specify the breakdown of each repayment showing, where applicable, capital amortisation, interest and other charges.

41 As a preliminary point, it should be borne in mind, first, that Directive 2008/48 was adopted in order both to ensure that all consumers in the European Union enjoy a high and equivalent level of protection of their interests and to facilitate the emergence of a well-functioning internal market in consumer credit (see, to that effect, judgments of 21 April 2016, *Radlinger and Radlingerová*, C-377/14, EU:C:2016:283, paragraph 61, and of 2 May 2019, *Pillar Securitisation*, C-694/17, EU:C:2019:345, paragraph 38).

42 Second, the obligation to provide information set out in Article 10(2) of Directive 2008/48 contributes, along with the obligations prescribed under Articles 5 and 8 of that directive, to the attainment of the objective pursued by that directive (see, to that effect, judgment of 21 April 2016, *Radlinger and Radlingerová*, C-377/14, EU:C:2016:283, paragraph 61).

43 Under Article 10(2)(h) of Directive 2008/48, a credit agreement is to include, in a clear and concise manner, the amount, number and frequency of payments to be made by the consumer and, where appropriate, the order in which payments will be allocated to different outstanding balances charged at different borrowing rates for the purposes of reimbursement.

44 It is apparent from Article 10(2)(i) and (3) of the directive that, where capital amortisation of a credit agreement with a fixed duration is involved, only on request by the consumer made at any time throughout the duration of the agreement is the creditor under an obligation to provide him, free of charge, with a statement of account in the form of an amortisation table.

45 In that regard, the Court has held that, in view of the clear wording of Article 10(2)(h) and (i) of Directive 2008/48, it does not impose an obligation to include in the credit agreement such a statement of account in the form of an amortisation table (judgment of 9 November 2016, *Home Credit Slovakia*, C-42/15, EU:C:2016:842, paragraph 54).

46 It should be added that any form of structured presentation of the breakdown of each repayment of credit showing capital amortisation, the interest and, where applicable, any additional costs must be considered to be an amortisation table for the purposes of Article 10(2)(i) of Directive 2008/48.

47 However, it is important to note that, under Article 10(2)(j) of that directive, if charges and interest are to be paid without capital amortisation, the credit agreement must include a statement showing the periods and conditions for the payment of the interest and of any associated recurrent and non-recurrent charges.

48 In the light of the foregoing considerations, it must be held that Directive 2008/48 does not impose an obligation to include in a credit agreement, in any particular form, a breakdown of the payments to be made by the consumer showing the repayment of the capital if it is amortised by those payments, interest and other charges due under that contract.

49 At the same time, it is important to note that, under Article 22(1) of Directive 2008/48, in so far as it contains harmonised provisions, Member States may not maintain or introduce in their national law provisions diverging from those laid down in that directive.

50 In that regard, the Court has already held that Article 10(2) of Directive 2008/48 provides for such harmonisation as regards the information which must imperatively be included in a credit agreement (judgment of 9 November 2016, *Home Credit Slovakia*, C-42/15, EU:C:2016:842, paragraph 56).

51 In those circumstances, the answer to the second and third questions is that Article 10(2)(h) to (j) of Directive 2008/48, in conjunction with Article 22(1) of that directive, must be interpreted as precluding national legislation, such as that at issue in the main proceedings, under which a credit agreement must specify the breakdown of each repayment showing, where applicable, capital amortisation, interest and other charges.

The first question

52 By its first question, the referring court seeks to ascertain, in essence, whether Articles 10(2) and 22(1) of Directive 2008/48, as interpreted by the judgment of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842), are applicable to a credit agreement, such as the one at issue in the main proceedings, which was entered into before that judgment was handed down and before the national legislation was amended in order to comply with the interpretation adopted in that judgment.

53 In that regard it should be recalled that, in accordance with the settled case-law of the Court, the interpretation which the Court gives to a rule of EU law clarifies and defines the meaning and scope of that rule as it must be or ought to have been understood and applied from the time of its entry into force. It follows that the rule as thus interpreted may, and must, be applied by the courts even to legal relationships which arose and were established after the entry into force of that rule and before the judgment ruling on the request for interpretation, provided that in other respects the conditions for bringing a dispute relating to the application of that rule before the courts having jurisdiction are satisfied (see, to that effect, judgment of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 56 and the case-law cited).

54 In the case in the main proceedings, it is for the referring court to interpret the national law, as applicable at the material time — which in the present case is the date the agreement concerned was entered into, namely 1 October 2015 — in so far as possible in accordance with Directive 2008/48 as interpreted by the judgment of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842), provided that a *contra legem* interpretation is not required.

55 In that regard, as the Slovak Government and the Commission note in their written observations, a national court cannot validly consider that it is impossible for it to interpret a provision of national law in conformity with EU law merely because that provision has consistently been interpreted in a manner that is incompatible with EU law (see, to that effect, judgment of 17 April 2018, *Egenberger*, C-414/16, EU:C:2018:257, paragraph 73).

56 That obligation to interpret national law in conformity with EU law is limited by the general principles of law, particularly those of legal certainty, and that obligation cannot serve as the basis for an interpretation of national law *contra legem* (see, to that effect, judgment of 16 July 2009, *Mono Car Styling*, C-12/08, EU:C:2009:466, paragraph 61). However, although the obligation to interpret national law in a manner consistent with EU law cannot serve as the basis for an interpretation of national law *contra legem*, national courts must change their established case-law, where necessary, if it is based on an interpretation of national law that is incompatible with the objectives of a directive (judgment of 8 May 2019, *Związek Gmin Zagłębia Miedziowego*, C-566/17, EU:C:2019:390, paragraph 49 and the case-law cited).

57 In the light of all the foregoing considerations, the answer to the first question is that Articles 10(2) and 22(1) of Directive 2008/48, as interpreted by the judgment of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842), are applicable to a credit agreement, such as the one at issue in the main proceedings, which was entered into before that judgment was handed down and before the national legislation was amended in order to comply with the interpretation adopted in that judgment.

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 (Sixth Chamber) hereby rules:

1. **Article 10(2)(h) to (j) 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, in conjunction with Article 22(1) of that directive, must be interpreted as precluding national legislation, such as that at issue in the main proceedings, under which a credit agreement must specify the breakdown of each repayment showing, where applicable, capital amortisation, interest and other charges.**

2. **Articles 10(2) and 22(1) of Directive 2008/48, as interpreted by the judgment of 9 November 2016, *Home Credit Slovakia* (C-42/15, EU:C:2016:842), are applicable to a credit agreement, such as the one at issue in the main proceedings, which was entered into before that judgment was handed down and before the national legislation was amended in order to comply with the interpretation adopted in that judgment.**

[Signatures]