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(Announcements)

COURT PROCEEDINGS

EFTA COURT

Request for an Advisory Opinion from the EFTA Court by Héraðsdómur Reykjavíkur dated 17 December 2013 in the case of Sævar Jón Gunnarsson v Landsbankinn hf.

(Case E-27/13)

(2014/C 121/04)

A request has been made to the EFTA Court by a letter dated 17 December 2013 from Héraðsdómur Reykjavíkur (Reykjavík District Court), which was received at the Court's Registry on 17 December 2013, for an Advisory Opinion in the case of Sævar Jón Gunnarsson v Landsbankinn hf., on the following questions:

1. Is it compatible with the provisions of Council Directive 87/102/EEC on consumer credit, as amended by Directive 90/88/EEC and Directive 98/7/EC, that when a credit agreement is made, which is linked to the consumer price index in accordance with an authorisation in enacted legislation, and the sum loaned therefore changes in accordance with inflation, the calculation of the total cost of the credit, and of the annual percentage rate of charge, which is shown to the consumer when the agreement is made, is based on 0 % inflation, and not on the known rate of inflation on the date when the loan is taken?

2. Is it compatible with the provisions of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts if the legislation in an EEA State permits the inclusion of provisions in a consumer contract, stating that repayments of the loan are to be linked to a predetermined index?

3. If the answer to the second question is that the index-linking of repayments of consumer loans is compatible with the provisions of Directive 93/13/EEC, then the third question is: Does the Directive limit the latitude of the EEA State in question to determine, through legislation or by means of administrative regulations, the factors that are to cause changes in the predetermined index and the methods by which these changes are to be measured?

4. If the answer to the third question is that Directive 93/13/EEC does not restrict the latitude of the Member State referred to in that question, then the fourth question is: Is a contractual term regarded as having been individually negotiated within the meaning of Article 3(1) of the Directive when (a) it is stated in the bond which the consumer signs when taking the loan that his obligation is index-linked and the base index to be used when calculating price-changes is specified in the bond, (b) the bond is accompanied by a repayment schedule showing estimated and itemised repayments to be made on the due dates of the loan, and it is stated in the schedule that these estimates may change in accordance with the indexation provision of the bond, and (c) both the consumer and the grantor of credit sign the repayment schedule at the same time and in conjunction with the signature of the bond by the consumer?

5. Is the method of calculation of price changes applying to a loan contract regarded as having been explicitly explained to the consumer within the meaning of paragraph 2(d) of the Annex to Directive 93/13/EEC when the circumstances are as described in the fourth question?

6. Does a State that is party to the EEA Agreement have the option, when adopting Article 6(1) of Directive 93/13/EEC, of either prescribing in domestic legislation that unfair contract terms within the meaning of Article 6(1) of the Directive may be declared non-binding on the consumer or prescribing in domestic legislation that such terms shall at all times be non-binding on the consumer?