

EFTA COURT

Request for an Advisory Opinion from the EFTA Court by Fürstlicher Oberster Gerichtshof, Liechtenstein, dated 9 July 2015, in the Case of Rainer Armbruster v Swiss Life (Liechtenstein) AG

(Case E-16/15)

A request has been made to the EFTA Court by a letter dated 9 July 2015 from Fürstlicher Oberster Gerichtshof, Liechtenstein (The Supreme Court, Liechtenstein), which was received at the Court Registry on 9 July 2015, for an Advisory Opinion in the case of Rainer Armbruster v Swiss Life (Liechtenstein) AG, on the following questions:

1. Is Article 36(2) of Directive 2002/83/EC of the European Parliament and of the Council of 5 November 2002 concerning life assurance to be interpreted as meaning that the duties to provide information referred to therein and in Annex III(A)(a)(11) and (a)(12) and (B)(b)(2) for unit-linked life assurance policies must also be fulfilled in the case where a person who, by a legal transaction, has acquired a unit-linked life assurance policy from another person with the consent of the assurer through the transfer of the contract ('second-hand policies')?

In the event that the Court answers the first question in the affirmative, the following additional question is asked:

2. Is Article 36(2) of Directive 2002/83/EC concerning life assurance to be interpreted as meaning that, in the case of the legal transfer of the contract for a unit-linked life assurance policy, only general information must be provided to the new policy holder or is the assurance company also required to provide the new policy holder with information specifically regarding the assurance product to be acquired by him, in particular regarding any differences between the risk profiles of the existing policy holder and of the transferee?

3. Are the provisions concerning the assurer's obligations under Annex III(B)(b)(2) of Directive 2002/83/EC concerning life assurance effectively transposed into national law even if national law provides, in Annex 4(II)(2) of the Versicherungsaufsichtsgesetz (Law on insurance supervision, VersAG), in the case of unit-linked assurance policies, that during the term of an assurance contract information must be provided on the units underlying the assurance policy and the nature of the assets contained therein only where the changes in the information provided stem from 'amendments of the law' but not also 'in the event of a change in the policy conditions' (Annex III(B)(b)(2) to Directive 2002/83/EC)?