OPINION OF ADVOCATE GENERAL

SZPUNAR

delivered on 4 February 2015 (1)

Case C?584/13

Directeur général des finances publiques

v

Mapfre Asistencia compania internacional de seguros y reaseguros

and

Mapfre Warranty SpA

v

Directeur général des finances publiques

(Request for a preliminary ruling from the Cour de cassation (France))

(Taxation — VAT — Scope — Exemptions — Concept of ‘insurance transactions’ — Concept of ‘supply of services’ — Lump sum paid for a warranty covering breakdowns of a second-hand motor vehicle)

1. The exemption of insurance transactions from value added tax (‘VAT’) has already formed the subject-matter of several judgments of the Court. However, as the present case demonstrates, those judgments have been unable to dispel all the uncertainties which may be associated with it. Therefore, the Court will have an opportunity to clarify its case-law on the matter, in particular as regards the definition of the concept of ‘insurance transactions’.

Legal framework

EU law

2. The provisions of Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonisation of the laws of the Member States relating to turnover taxes — Common system of value added tax: uniform basis of assessment (2) (‘the Sixth Directive’) apply *ratione temporis* in this case. Under Article 2(1) of that directive:

‘The following shall be subject to value added tax:

1. the supply of goods or services effected for consideration within the territory of the country by a taxable person acting as such.'

3. Article 13(B)(a) of the Sixth Directive provides that:

'Without prejudice to other Community provisions, Member States shall exempt the following under conditions which they shall lay down for the purpose of ensuring the correct and straightforward application of the exemptions and of preventing any possible evasion, avoidance or abuse:

(a) insurance and reinsurance transactions, including related services performed by insurance brokers and insurance agents.'

4. Article 33(1) of the Sixth Directive provides that:

'Without prejudice to other Community provisions, in particular those laid down in the Community provisions in force relating to the general arrangements for the holding, movement and monitoring of products subject to excise duty, this Directive shall not prevent a Member State from maintaining or introducing taxes on insurance contracts, taxes on betting and gambling, excise duties, stamp duties and, more generally, any taxes, duties or charges which cannot be characterised as turnover taxes, provided however that those taxes, duties or charges do not, in trade between Member States, give rise to formalities connected with the crossing of frontiers.'

French law

5. Under French law insurance transactions are exempt from VAT pursuant to Article 261 C of the Code général des impôts (General Tax Code). Under Article 991 of that code, insurance policies concluded within the territory of France are subject to a tax on insurance policies which is payable annually.

Facts, procedure and the question referred

6. Mapfre Warranty SpA (formerly Nuovi Servizi Auto; hereinafter referred to as 'Mapfre Warranty') is a company incorporated under Italian law which carries on in France, under the name NSA Sage, an activity involving the provision of warranties (3) to cover breakdowns of second-hand motor vehicles. In practice, professional second-hand motor-vehicle dealers offer customers, when they purchase such motor vehicles, an additional warranty to cover the breakdown of certain parts within a specific period from the date of purchase. In the event of a breakdown covered by the warranty occurring within the warranty period, the purchaser of the motor vehicle contacts a chosen garage (which need not necessarily be a garage belonging to the motor-vehicle dealer), which draws up an estimate of the repair costs and submits it to Mapfre Warranty. Once Mapfre Warranty has accepted that estimate, the garage carries out the repairs and Mapfre Warranty covers the associated costs. For some of the period to which the main proceedings relate Mapfre Warranty was insured against losses arising from this activity with Mapfre Asistencia compania internacional de seguros y reaseguros (hereinafter referred to as 'Mapfre Asistencia'). I shall return below to the details of Mapfre Warranty's activity and to the legal relationships between it and the individual parties to the transaction as this matter lies at the core of the dispute in the main proceedings.

7. Since it regarded its activity as constituting the provision of services taxed in accordance with the general rules, Mapfre Warranty calculated and paid VAT on the transactions which it carried out. However, by decision of 23 October 2007 relating to the period from 1 April 2004 to 31 January 2005, the competent tax authority enjoined it to subject those transactions to the tax on

insurance contracts pursuant to Article 991 of the General Tax Code. The complaint which Mapfre Warranty made to the higher tax authority, the action which it brought before the Tribunal de grande instance de Lyon (Regional Court, Lyons, the first-instance court), and the appeal which it lodged with the Cour d'appel de Lyon (Court of Appeal, Lyons), were dismissed. In that situation Mapfre Warranty lodged an appeal in cassation with the Cour de cassation (Court of Cassation, which is the referring court in this case). At the same time there is also a dispute between Mapfre Asistencia and the tax authorities concerning the rate of the tax on insurance contracts applicable to the contracts between Mapfre Warranty and Mapfre Asistencia, which was also the subject of an appeal in cassation (this time brought by the tax authority) before the referring court. That court joined the two cases but the question was referred only in the context of the appeal in cassation brought by Mapfre Warranty as no issues relating to the interpretation of EU law had been raised in the other case.

8. In those circumstances, the referring court decided to stay the proceedings and to refer the following question to the Court of Justice for a preliminary ruling:

'Must Article 2 and Article 13(B)(a) of [the] Sixth ... Directive ... be interpreted as meaning that the service whereby an economic operator which is independent of a second-hand motor-vehicle dealer provides, in return for payment of a lump sum, a warranty covering mechanical breakdowns which may affect certain parts of the second-hand vehicle falls within the category of insurance transactions exempt from value added tax or, on the contrary, as meaning that such a supply falls within the category of "supply of services"?'

9. The request for a preliminary ruling was lodged at the Court on 19 November 2013. Written observations were submitted by the parties to the main proceedings, the French Government and by the European Commission, which were also represented at the hearing held on 12 November 2014.

Analysis

10. The referring court essentially seeks to establish whether a service whereby an operator which is independent of second-hand motor-vehicle dealers provides, for a set period and in return for payment of a predetermined sum, a warranty covering the costs of repairing those motor vehicles in the event of mechanical breakdowns covered by that warranty constitutes an insurance transaction within the meaning of Article 13(B)(a) of the Sixth Directive and is therefore exempt from VAT.

11. In order to analyse this matter it is necessary to define the concept of 'insurance transactions' and then to consider a service of the kind at issue in the main proceedings in the light of that definition.

The concept of 'insurance transactions'

12. According to settled case-law, the exemptions provided for in Article 13 of the Sixth Directive have their own independent meaning in EU law, which must be given an EU-law definition with a view to preventing divergences in the application of the system of VAT from one Member State to another. (4) Accordingly, the concept of 'insurance transactions' used in Article 13(B)(a) of the Sixth Directive must also be defined independently, and not on the basis of the any meaning which may be given to that term in the law of the Member States.

13. The Sixth Directive does not define the concept of ‘insurance transactions’. The Commission, however, has put forward a proposal for a directive which contains such a definition. (5) This is worded as follows:

‘“insurance and reinsurance” means a commitment whereby a person is obliged, in return for a payment, to provide another person, in the event of materialisation of a risk, with an indemnity or a benefit as determined by the commitment.’

However, thus far that proposal has not been adopted. Moreover, in my view the above definition does not dispel all of the uncertainties which exist in this case.

14. Nor does Council Directive 73/239/EEC of 24 July 1973 on the coordination of laws, regulations and administrative provisions relating to the taking-up and pursuit of the business of direct insurance other than life assurance (6) define the terms ‘insurance contracts’ or ‘insurance transactions’. (7)

15. The legislative history of the Sixth Directive also provides little guidance as regards either the definition of ‘insurance transactions’ or the reason for their exemption from VAT. (8)

16. Some guidance on the interpretation of the concept under consideration has been developed in the case-law of the Court. This is summed up in the judgment in *BG? Leasing*. (9) According to that judgment, the essentials of an insurance transaction are, as generally understood, that the insurer undertakes, in return for prior payment of a premium, to provide the insured party, in the event of materialisation of the risk covered, with the service agreed when the contract was concluded. Furthermore, an insurance transaction necessarily implies the existence of a contractual relationship between the provider of the insurance service and the person whose risks are covered by the insurance, that is to say, the insured party. The concept of ‘insurance transactions’ used in Article 13(B)(a) of the Sixth Directive is broad enough in principle to include the provision of insurance cover by a taxable person who is not himself an insurer but, in the context of a block policy, procures such cover for his customers by making use of the supplies of an insurer who assumes the risk insured. (10) In the same judgment the Court held that this contractual relationship between the insurer and the insured party can be established by a third party acting in its own name but on behalf of the insured party. (11)

17. Consequently, does a service of the kind under consideration in the main proceedings constitute an insurance transaction as outlined above?

Assessment of the second-hand motor-vehicle warranty from the point of view of the concept of ‘insurance transaction’

18. It would appear, on the face of it, that a service whereby an operator which is independent of a motor-vehicle dealer undertakes, in return for payment of a predetermined sum of money, to cover the costs of repairing that motor vehicle in the event of a breakdown covered by the contract, costs which, in the absence of that contract, would have fallen to the purchaser of the motor vehicle, constitutes an insurance transaction within the meaning of Article 13(B)(a) of the Sixth Directive. However, both in its arguments before the referring court, annexed to the order for reference, and in the observations which it has submitted in this case, Mapfre Warranty challenges the classification of the transactions which form the subject-matter of the main proceedings. It is worth examining its contention since doing so will allow that category of transaction to be examined in depth.

The legal relationship between the individual parties to the transaction

19. Mapfre Warranty primarily denies that there is any contractual relationship between it and the purchaser of a motor vehicle. In its view, that relationship exists only between it and the motor-vehicle dealer, which merely commissions Mapfre Warranty to perform the obligations which it and the dealer have towards the purchaser under statutory or contractual terms. According to Mapfre Warranty, the motor-vehicle dealer also pays the premium for the warranty which Mapfre Warranty provides by deducting it from the margin obtained, and it does so in order to increase the attractiveness of the motor vehicle offered for sale.

20. The establishment of a legal relationship between the individual parties to the transaction is evident in the view of the national courts. However, I consider, on the one hand, that the facts of the case would appear to militate against the arguments put forward by Mapfre Warranty. On the other, I do not believe that that issue has any fundamental relevance to the interpretation of Article 13(B)(a) of the Sixth Directive.

21. As regards the existence of a legal relationship between Mapfre Warranty and the purchaser of a motor vehicle, the following facts should be noted. First, according to the findings of the referring court, which are not challenged by the parties, in the event of a breakdown covered by the contract under consideration the purchaser of the motor vehicle is not obliged to have it repaired at a garage which belongs to the dealer or is designated by that dealer, but may rather choose any garage. That garage contacts Mapfre Warranty to arrange an estimate of the repair costs and Mapfre Warranty then covers those costs. The motor-vehicle dealer is not involved in any way in the performance of the warranty contract.

22. Secondly, according to the application form for a warranty provided by Mapfre Warranty, which the French Government presented at the hearing and the authenticity of which Mapfre Warranty has not challenged, a warranty does not replace the dealer’s statutory obligations or liability on any other basis, in particular for latent defects. This contradicts the assertions put forward by Mapfre Warranty that the warranty which it provides merely constitutes a form of fulfilment by the dealer of the obligations resting upon it since, on the contrary, that warranty does not exempt the dealer from those obligations. The risk covered by the warranty arises on the part of the purchaser of the motor vehicle and consists of the need to meet the costs of its repair in the event of a breakdown. It would be illogical for the purchaser of the motor vehicle to pay additionally for a service to which he is already entitled by law or otherwise. (12)

23. Thirdly, Mapfre Warranty contends that it is the dealer which pays the premium for the warranty which Mapfre Warranty provides by deducting it from the price obtained. In that case, it submits, the warranty under consideration is not an optional service provided at the request of the purchaser of the motor vehicle for an additional fee, but an essential element of the sales offer relating to the motor vehicle. This does not appear to me to be compatible with the essence of that type of service. However, even supposing that that is so, it is not contested that the premium is closely linked to each specific motor vehicle and the amount thereof depends on factors such as the age and mileage of the motor vehicle and the duration of the warranty. Therefore, in any event the purchaser of the motor vehicle ultimately covers the cost of the premium even if it is included in the price of the vehicle.

24. As I have already pointed out, it is for the national courts to assess the legal relationships between the individual parties in a particular case. However, that should not affect the interpretation of Article 13(B)(a) of the Sixth Directive since, regardless of whether the motor-vehicle purchaser enters into a contract with Mapfre Warranty and the dealer acts merely as an intermediary, whether it is the dealer which enters into the contract in its own name but on behalf

of the purchaser, or, finally, whether the motor-vehicle dealer transfers to the purchaser the entitlements arising from the contract which it concluded in its own name and on its own behalf with Mapfre Warranty, the concept of ‘insurance transactions’ used in the abovementioned provision of the directive is broad enough to cover each of those situations.

25. All of the characteristic elements of an insurance transaction exist in each of those situations. There is an insured party, who is the purchaser of the motor vehicle, and an insurer, which in this case is Mapfre Warranty. There is a risk in the form of the need for the motor-vehicle purchaser to bear the repair costs in the event of a breakdown covered by the warranty, which the insurer undertakes to cover. Finally, there is the premium which the motor-vehicle purchaser pays, whether in the purchase price of that motor vehicle or as an additional payment. In my view, this is sufficient to establish the existence of a legal relationship between the insurer and the insured party which the case-law of the Court requires for a transaction to be regarded as an insurance transaction within the meaning of Article 13(B)(a) of the Sixth Directive.

The problem of ‘mutualisation of risk’

26. Mapfre Warranty also contends that, in order for a transaction to be regarded as an insurance transaction within the meaning of Article 13(B)(a) of the Sixth Directive, it is necessary for the insurer to manage and neutralise the risk by means of mutualisation (that is to say, by spreading it across all insured parties and offsetting it using the reserves created from the premiums paid in an amount resulting from the laws of statistics). In the view of Mapfre Warranty, the activity which it carries on consists merely in taking over from the motor-vehicle dealer the obligation to carry out the repair, which Mapfre Warranty then entrusts to a subcontractor, namely the garage selected by the purchaser of the vehicle.

27. However, I am not convinced by these arguments. First, as I have pointed out, the risk covered by the warranty lies not with the motor-vehicle dealer but rather with the purchaser thereof. The warranty provided by Mapfre Warranty does not exempt the dealer from its obligations towards the purchaser which arise from statutory or contractual provisions.

28. Secondly, the essence of insurance (at least property insurance) lies in the fact that the insured person is exempted from the risk of bearing in future an uncertain, but potentially significant, loss by the payment of a certain, but limited, sum of money.

29. While it is not contested that the amounts charged by Mapfre Warranty by way of premiums are not returned to motor-vehicle purchasers in the event that the warranty period expires without a breakdown, or if the repair costs are less than that premium, at the same time, in the event of breakdown costs exceeding the premium paid, the motor-vehicle purchaser is not required to pay any additional amounts. Thus, the premiums charged by Mapfre Warranty are in no way a form of advance payment to cover the costs of any repair but are standard insurance premiums, the payment of which releases the insured person in full from the risk insured against.

30. Therefore, Mapfre Warranty spreads the insured risk in such a way that the premiums paid on all the motor vehicles covered by the warranty cover the cost of repairing those which have actually broken down. Otherwise, its activity would make no economic sense. However, the question as to how Mapfre Warranty calculates the amount of the premium and manages the amount of the repair costs (for example, by purchasing spare parts from manufacturers at wholesale prices or entrusting certain repairs to garages which it has itself selected) is an internal organisational matter of that company and remains entirely irrelevant from the point of view of whether or not the activity which it carries on is classified as an insurance activity. It would simply be inconsistent with the principle of tax neutrality to make the scope of the exemptions laid down in the Sixth Directive contingent on internal aspects of the financial model for the functioning of

individual undertakings which have no bearing on the essence of the transactions which they carry out.

31. The same applies to the fact that Mapfre Warranty was in turn insured against financial losses with Mapfre Asistencia. The fact of insuring the activity carried on against financial losses does not deprive that activity of its nature as an insurance activity. No statistical techniques guarantee infallibility and therefore an insurance activity can also entail losses. In addition, under Article 4(1) of the Sixth Directive, any person who carries out an economic activity, 'whatever the … results of that activity', is to be regarded as a taxable person for the purposes of VAT. I see no reason why the same should not apply to an exempted activity.

32. To sum up, I take the view that classification of transactions as insurance transactions within the meaning of Article 13(B)(a) of the Sixth Directive is not contingent on the manner in which the insurer manages the level of the insured risk and calculates the corresponding amount of the premium.

The problem of different tax treatment of similar services

33. Mapfre Warranty also submits that the additional warranties provided, for an extra charge, by motor-vehicle manufacturers or dealers are treated as an after-sales service and are subject to VAT. Therefore, it considers that to exempt the transactions carried out by Mapfre Warranty, as insurance transactions, from VAT infringes the principle of tax neutrality as it results in similar services being treated differently.

34. In my view, however, those two types of service are not similar. By providing a warranty for its product, a manufacturer guarantees that it will operate without breaking down for a particular period. It must be assumed that the manufacturer has a fundamental, if not complete, influence over that. Therefore, by providing a warranty it does not assume any significant risk since it is able to predict very precisely the period during which its product will most likely not break down. Obviously, a warranty guaranteeing that a product will not break down must be complemented by an undertaking to repair or exchange it free of charge if such a breakdown none the less occurs. Otherwise, that warranty would make no economic sense. However, even in that case the manufacturer does not cover the costs of the repairs carried out by any workshop selected by the purchaser of the product, but carries out those repairs itself or entrusts them to an authorised repair centre. It thereby retains control over the costs of those repairs. Similarly, a dealer in second-hand motor vehicles, who knows the technical condition of each of them, is in a position to guarantee that a specific breakdown will not occur in a particular motor vehicle for a particular period and, where necessary, offer free repairs at its own garage or by a subcontractor designated by it. This constitutes an element of the 'after-sales service' which is closely linked to the product sold and is for that reason alone taxed in the same way as the supply of that product. (13)

35. Therefore, manufacturers and dealers do not so much undertake to provide a particular service in the event that a particular risk materialises, but rather guarantee that that risk will not materialise, and ensuring the free repair or exchange of the product covered by the warranty constitutes one of the elements of fulfilling that obligation towards the purchaser. Thus, the obligation arising from the warranty is, by its nature, accessory to the main purpose of the contract, which is the sale of the item.

36. The situation of the insurer, which is not the manufacturer or seller of the insured motor vehicle, is entirely different since it has no influence over the vehicle's technical condition and does not even know what that condition is. Therefore, it insures against a risk which is independent of it. It is merely able to predict statistically, in respect of a sufficiently large number of insured persons, the likelihood of that risk materialising and the average amount of the damage, which allows it to

calculate the corresponding amount of the premium. Thus, there is an entirely different mechanism at work than in the case of a warranty provided by manufacturers or sellers. The economic rationale of such activity is also different and consequently it can be subject to different rules of taxation.

Summary

37. In the light of the foregoing, I take the view that a service whereby an operator which is independent of second-hand motor-vehicle dealers provides, for a set period and in return for payment of a predetermined sum, a warranty covering the costs of repair of those motor vehicles in the event of mechanical breakdowns covered by that warranty, constitutes an insurance transaction within the meaning of Article 13(B)(a) of the Sixth Directive and is therefore exempt from VAT.

38. In this case it is common ground that Mapfre Warranty is an operator which is independent of second-hand motor-vehicle dealers and that the question referred also concerns that situation. However, the above conclusion must not be interpreted *a contrario* as meaning that transactions carried out by certain operators which are not independent of the manufacturers or sellers of particular products, in particular those operating as insurance providers, do not constitute insurance transactions.

The differing nature of transactions under consideration in the main proceedings and transactions relating to the supply of second-hand motor vehicles

39. Finally, Mapfre Warranty submits that, even if the transactions which it carries out are to be regarded as insurance transactions, they should be subject to VAT since they are so indissocably linked with the transactions relating to the sale of second-hand motor vehicles covered by the warranty that they essentially form a single transaction which must be taxed uniformly. The referring court does not raise this issue directly in the question referred but it certainly has a bearing on the correct taxation of the transactions which form the subject-matter of the main proceedings and should therefore be considered.

40. According to the settled case-law of the Court, for VAT purposes every supply must normally be regarded as distinct and independent; in certain circumstances, however, several formally distinct services, which could be supplied separately and thus give rise in turn to taxation or exemption, must be considered to be a single transaction when they are not independent. Such is the case in particular where it would be artificial to split the services from an economic point of view or where ancillary services must be taxed in the same way as the principal service. That matter must be considered in the light of the facts of the specific case, that is to say, it is for the national courts to determine. However, it is for the Court of Justice to provide the national courts with all the guidance as to the interpretation of EU law which may be of assistance in adjudicating on the cases pending before them. (14)

41. As regards insurance transactions, the Court has ruled that every insurance transaction has, by its nature, a link with the item which it covers. None the less, such a connection is not sufficient in itself to determine whether or not there is a single complex transaction for VAT purposes. If any insurance transaction were subject to VAT because the services relating to the item which it covers were subject to VAT, the purpose of the exemption of insurance transactions would be called into question. (15)

42. In my view, it is sufficient in the present case to find that the warranty in question is an additional service in relation to the motor-vehicle supply transaction and has a distinct, self-contained, economic rationale. The purchaser of the motor vehicle can purchase it and use it

without any breakdown warranty and can also conclude a warranty contract with an operator other than Mapfre Warranty, without having recourse to involvement of the motor-vehicle dealer. It is also significant that the warranty here under consideration is provided by an operator which is independent of the motor-vehicle dealer and therefore it cannot be regarded as a warranty provided by the dealer. Finally, Mapfre Warranty reserves the right, under certain circumstances, to withdraw from the warranty contract, without this in any way affecting the sales agreement in relation to the motor vehicle. In my view, these facts demonstrate unequivocally that a warranty of the kind at issue in the main proceedings is not indissociably linked to the motor-vehicle supply transaction and therefore does not have to be taxed in the same way as that supply.

Conclusion

43. In the light of the foregoing, I propose that the Court reply as follows to the question referred by the Cour de cassation:

A service whereby an operator which is independent of second-hand motor-vehicle dealers provides, for a set period and in return for payment of a predetermined sum, a warranty covering the costs of repairing those motor vehicles in the event of mechanical breakdowns covered by that warranty constitutes an insurance transaction within the meaning of Article 13(B)(a) of the Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonisation of the laws of the Member States relating to turnover taxes — Common system of value added tax: uniform basis of assessment, and is for that reason exempt from value added tax.

1 – Original language: Polish.

2 – OJ 1977 L 145, p. 1.

3 – Mapfre Warranty uses the term ‘warranty’ (French: garantie) to describe the service which it provides and I will also refer to it as such in this Opinion. However, it should be noted that this means a warranty in a broad sense as covering all mechanisms for protecting against loss of property (see Cornu, G., *Vocabulaire juridique*, 8th edition, PUF, Paris, 2009, p. 436). A distinction has to be drawn between a warranty construed thus and a contractual guarantee of quality provided by a seller to a purchaser or a warranty against defects. See in this regard also points 33 to 35 of this Opinion.

4 – See, in particular, *Stichting Uitvoering Financiële Acties*, 348/87, EU:C:1989:246, paragraph 11, and *Abbey National*, C?169/04, EU:C:2006:289, paragraph 38 and the case-law cited.

5 – Proposal for a directive amending Directive 2006/112/EC on the common system of value added tax, as regards the treatment of insurance and financial services (COM(2007) 747 final). Directive 2006/112 replaced the Sixth Directive. The exemption corresponding to Article 13(B)(a) of the Sixth Directive is contained in Article 135(1)(a) of Directive 2006/112.

6 – OJ 1973 L 228, p. 3.

7 – In its judgment in *CPP*, C?349/96, EU:C:1999:93, at paragraph 18, the Court, it is true, held that there is *no reason for the interpretation of the term 'insurance' to differ according to whether it appears in the Sixth Directive or in* Directive 73/239. However, that case concerned solely the scope of that term, that is to say, whether it covers, in addition to payments for indemnity, other forms of assistance for those sustaining loss, and not the definition thereof. In my view, the interpretation of the term 'insurance transactions', for the purpose of applying the provisions on VAT, need not necessarily be determined by the provisions governing the conduct of insurance activity since the purposes of those rules differ.

8 – See the Opinion of Advocate General Fennelly in *CPP*, C?349/96, EU:C:1998:281, point 26.

9 – C?224/11, EU:C:2013:15.

10 – *BG? Leasing*, C?224/11, EU:C:2013:15, paragraphs 58 and 59 and the case-law cited.

11 – *BG? Leasing*, C?224/11, EU:C:2013:15, paragraphs 62 and 63.

12 – At this juncture I would like to point out that clearly a situation is theoretically possible in which a third party assumes, for a fixed amount, the obligations of the motor-vehicle dealer which arise from statute law or otherwise (for example, under a contract). Such transactions would have to be regarded as insurance transactions only if the seller of the motor vehicle, and not the purchaser, were insured. However, the transactions which form the subject-matter of the main proceedings do not constitute such transactions and the question referred for a preliminary ruling was not drawn up in that context.

13 – See also, in this regard, points 39 to 42 of this Opinion.

14 – *BG? Leasing*, C?224/11, EU:C:2013:15, paragraphs 29 to 33 and the case-law cited.

15 – *BG? Leasing*, C?224/11, EU:C:2013:15, paragraph 36.