



Press and Information

Court of Justice of the European Union

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Judgment in Case C-100/18

Línea Directa Aseguradora, S.A. v Segurcaixa, Sociedad Anónima de Seguros y Reaseguros

**A situation in which a vehicle parked in a private garage of a building for more than 24 hours has caught fire, causing a fire originating in the vehicle's electrical system and causing damage to the building falls within the concept of 'use of vehicles' within the meaning of the directive on insurance against civil liability in respect of the use of motor vehicles**

In August 2013, a vehicle that had not been driven for more than 24 hours, parked in a private garage of a building, caught fire and caused damage. The fire originated in the vehicle's electrical system. The owner of the vehicle had taken out insurance against civil liability in respect of the use of motor vehicles with Línea Directa Aseguradora, S.A. ('Línea Directa'). The building was insured by Segurcaixa, Sociedad Anónima de Seguros y Reaseguros ('Segurcaixa') and the owner company was compensated in the amount of €44,704.34 for the damage caused to the building by the vehicle fire.

In March 2014, Segurcaixa brought proceedings against Línea Directa seeking an order that it reimburse the compensation paid, on the grounds that the incident had originated in an event covered by the vehicle's motor insurance. Segurcaixa's claim was rejected at first instance but, in the appeal proceedings, Línea Directa was ordered to pay the compensation sought by Segurcaixa, the competent court ruling that a 'use of vehicles', for the purposes of Spanish law, covered 'a situation in which a vehicle parked in a private garage on a non-permanent basis has caught fire, when this fire was started by causes specific to the vehicle and without the intervention of third parties'.

Línea Directa lodged an appeal in cassation against that judgment before the Tribunal Supremo (Supreme Court, Spain). Having doubts about the interpretation to be given to the concept of 'use of vehicles' contained in the directive on insurance against civil liability in respect of the use of motor vehicles<sup>1</sup>, that court decided to refer questions to the Court of Justice.

By today's judgment, **the Court ruled that the concept of 'use of vehicles' includes a situation in which a vehicle parked in a private garage of a building has caught fire, causing a fire whose origin is in the vehicle's electrical system, and which has caused damage to that building, even though the vehicle had not been moved for more than 24 hours before the fire occurred.**

The Court points out, first of all, that the concept of 'use of vehicles' is an autonomous concept of EU law, the interpretation of which cannot be left to the discretion of each Member State. It also emphasises that the objective of protecting the victims of accidents caused by those vehicles has continuously been pursued and reinforced by the EU legislature.

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<sup>1</sup> Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability (OJ 2009 L 263, p. 11). (1)

The Court notes that, according to its case-law<sup>2</sup>, the concept of ‘use of vehicles’ in the directive is not limited to road use, and that the concept covers any use of a vehicle that is consistent with the normal function of that vehicle, in particular any use of a vehicle as a means of transport.

First, the fact that the vehicle involved in an accident was stationary when the accident occurred does not, in itself, preclude the use of that vehicle at that time from falling within the scope of its function as a means of transport. Secondly, no provision in the directive limits the scope of the insurance obligation, and of the protection which that obligation is intended to give to the victims of accidents caused by motor vehicles, to the use of such vehicles on certain terrain or on certain roads.

The Court concludes from this that the scope of the concept of ‘use of vehicles’, for the purposes of the directive, does not depend on the characteristics of the terrain on which the vehicle is used and, in particular, the fact that the vehicle at issue is, at the time of the accident, stationary and in a car park. In those circumstances, the Court finds that **parking and the period of immobilisation of the vehicle are natural and necessary steps which form an integral part of the use of that vehicle as a means of transport**. Thus, a vehicle is used in accordance with its function as a means of transport when it moves but, in principle, also while it is parked between two journeys.

In the present case, the Court considers that **parking a vehicle in a private garage constitutes a use of that vehicle which is consistent with its function as a means of transport**. That conclusion is not affected by the fact that the vehicle was parked for more than 24 hours in that garage, since **parking a vehicle presupposes that it remains stationary until its next trip, sometimes for a long period of time**.

As regards the fact that the accident at issue results from a fire caused by the electrical circuit of a vehicle, the Court considers that since the vehicle which caused that accident meets the definition of ‘vehicle’, within the meaning of the directive, there is no need to distinguish between the parts of that vehicle which caused the harmful event or to determine the functions which that part performs.

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**NOTE:** A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of European Union law or the validity of a European Union act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court’s decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text](#) of the judgment is published on the CURIA website on the day of delivery.

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<sup>2</sup> Case: [C-334/16](#) Núñez and [C-648/17](#) BTA Baltic Insurance Company.