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ECLI:EU:C:2019:467

Provisional text

JUDGMENT OF THE COURT (First Chamber)

6 June 2019 (\*)

(Reference for a preliminary ruling — Consumer protection — Directive 2008/48/EC — Pre-contractual obligations — Article 5(6) — Obligation on the creditor to seek to establish the credit most suitable — Article 8(1) — Obligation on the creditor to refrain from concluding the loan agreement if there are doubts over the creditworthiness of the consumer — Obligation on the creditor to assess the expediency of the credit)

In Case C-58/18,

REQUEST for a preliminary ruling under Article 267 TFEU from the Justice de Paix du canton de Visé (Magistrate of the Canton of Visé, Belgium), made by decision of 22 January 2018, received at the Court on 30 January 2018, in the proceedings

**Michel Schyns**

v

**Belfius Banque SA,**

THE COURT (First Chamber),

composed of J.-C. Bonichot, President of the Chamber, C. Toader (Rapporteur), A. Rosas, L. Bay Larsen and M. Safjan, Judges,

Advocate General: J. Kokott,

Registrar: R. Schiano, Administrator,

having regard to the written procedure and further to the hearing on 28 November 2018,

after considering the observations submitted on behalf of:

- Belfius Banque SA, by D. Blommaert, advocaat, and P. Algrain, avocate,
- the Belgian Government, by C. Pochet and P. Cottin, acting as Agents, and F. de Patoul, avocat,
- the European Commission, by N. Ruiz García and by C. Valero and G. Goddin, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 14 February 2019,

gives the following

## **Judgment**

1 This request for a preliminary ruling concerns the interpretation of Article 5(6) 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; and 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 Michel Schyns and Belfius Banque SA ('Belfius'), the successor in law to Dexia Banque Belgique, concerning a loan agreement which Mr Schyns concluded with Belfius to finance the fitting of photovoltaic panels by Home Vision SPRL.

## **Legal context**

### **EU law**

#### *Directive 2008/48*

3 Recitals 7, 9, 24, 26, 27 and 44 of Directive 2008/48 read as follows:

‘(7) In order to facilitate the emergence of a well-functioning internal market in consumer credit, it is necessary to make provision for a harmonised Community framework in a number of core areas. In view of the continuously developing market in consumer credit and the increasing mobility of European citizens, forward-looking Community legislation which is able to adapt to future forms of credit and which allows Member States the appropriate degree of flexibility in their implementation should help to establish a modern body of law on consumer credit.

...

(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. ...

...

(24) The consumer needs to be given comprehensive information before he concludes the credit agreement, regardless of whether or not a credit intermediary is involved in the marketing of the credit. ...

...

(26) Member States should take appropriate measures to promote responsible practices during all phases of the credit relationship, taking into account the specific features of their credit market. Those measures may include, for instance, the provision of information to, and the education of, consumers, including warnings about the risks attaching to default on payment and to over-indebtedness. In the expanding credit market, in particular, it is important that creditors should not engage in irresponsible lending or give out credit without prior assessment of creditworthiness, and the Member States should carry out the necessary supervision to avoid such behaviour and should determine the necessary means to sanction creditors in the event of their doing so. Without prejudice to the credit risk provisions of Directive 2006/48/EC of the European Parliament and of the Council of 14 June 2006 relating to the taking up and pursuit of the business of credit institutions ..., creditors should bear the responsibility of checking individually the creditworthiness of the consumer. ...

(27) Despite the pre-contractual information to be provided, the consumer may still need additional assistance in order to decide which credit agreement, within the range of products proposed, is the most appropriate for his needs and financial situation. Therefore, Member States should ensure that creditors provide such assistance in relation to the credit products which they offer to the consumer. Where appropriate, the relevant pre-contractual information, as well as the essential characteristics of the products proposed, should be explained to the consumer in a personalised manner so that the consumer can understand the effects which they may have on his economic situation. Where applicable, this duty to assist the consumer should also apply to credit intermediaries. Member States could determine when and to what extent such explanations are to be given to the consumer, taking into account the particular circumstances in which the credit is offered, the consumer's need for assistance and the nature of individual credit products.

...

(44) In order to ensure market transparency and stability, and pending further harmonisation, Member States should ensure that appropriate measures for the regulation or supervision of creditors are in place.'

4 According to Article 1 thereof, the purpose of Directive 2008/48 is to harmonise certain aspects of the Member States' rules concerning agreements covering credit for consumers.

5 Article 5 of that directive, entitled 'Pre-contractual information', provides in paragraph 6 thereof:

'Member States shall ensure that creditors and, where applicable, credit intermediaries provide adequate explanations to the consumer, in order to place the consumer in a position enabling him to assess whether the proposed credit agreement is adapted to his needs and to his financial situation, where appropriate by explaining the pre-contractual information to be provided in accordance with paragraph 1, the essential characteristics of the products proposed and the specific effects they may have on the consumer, including the consequences of default in payment by the consumer. Member States may adapt the manner by which and the extent to which such assistance is given, as well as

by whom it is given, to the particular circumstances of the situation in which the credit agreement is offered, the person to whom it is offered and the type of credit offered.’

6 Article 8 of the directive, entitled ‘Obligation to assess the creditworthiness of the consumer’, provides in paragraph 1 thereof:

‘Member States shall ensure that, before the conclusion of the credit agreement, the creditor assesses the consumer’s creditworthiness on the basis of sufficient information, where appropriate obtained from the consumer and, where necessary, on the basis of a consultation of the relevant database. Member States whose legislation requires creditors to assess the creditworthiness of consumers on the basis of a consultation of the relevant database may retain this requirement.’

7 Article 22 of the directive, entitled ‘Harmonisation and imperative nature of this Directive’, stipulates in paragraph 1 thereof:

‘Insofar 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.’

#### *Directive 2014/17/EU*

8 Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ 2014 L 60, p. 34) aims to create an EU-wide mortgage credit market with a high level of consumer protection.

9 Recital 3 of Directive 2014/17 states:

‘The financial crisis has shown that irresponsible behaviour by market participants can undermine the foundations of the financial system, leading to a lack of confidence among all parties, in particular consumers, and potentially severe social and economic consequences. ...’

10 Article 18(5)(a) of that directive provides:

‘Member States shall ensure that:

(a) the creditor only makes the credit available to the consumer where the result of the creditworthiness assessment indicates that the obligations resulting from the credit agreement are likely to be met in the manner required under that agreement’.

#### **Belgian law**

11 Under Article 10 of the Law of 12 June 1991 on consumer credit, in the version applicable at the material time (*Moniteur belge* of 21 June 2010, p. 38338) (‘the Law on consumer credit’):

‘The creditor and the credit intermediary shall be required to request from consumers applying for a credit agreement and, where applicable, from persons providing a personal guarantee, accurate and full information which they consider necessary to assess their financial situation and their ability to repay and in any event their current financial obligations. ...’

12 Article 11(4) of that Law provided:

‘Creditors and, where applicable, credit intermediaries shall provide adequate explanations to the consumer in order to place the consumer in a position enabling him to assess whether the proposed credit agreement is adapted to his needs and to his financial situation, where appropriate by explaining the pre-contractual information to be provided in accordance with paragraph 1, the essential characteristics of the products proposed and the specific effects they may have on the consumer, including the consequences of default in payment by the consumer.’

13 The first and second paragraphs of Article 15 of that Law provided:

‘The creditor and the credit intermediary are under an obligation, within the framework of the credit agreements which they usually offer or in which they are usually involved, to seek to establish the type and the amount of credit most suitable, taking into account the consumer’s financial situation at the time the credit agreement is concluded and the purpose of the credit.

The creditor may conclude a credit agreement only if, having regard to the information which is or should have been available to him, particularly on the basis of the consultation required under Article 9 of the Loi du 10 août 2001 relative à la Centrale des crédits aux particuliers (Law of 10 August 2001 on the Central Office for Credits to Individuals) and on the basis of the information referred to in Article 10, he must reasonably take the view that the consumer will be able to fulfil the obligations arising from the agreement.’

14 The Law on consumer credit was repealed with effect from 1 April 2015, the date of entry into force of the Code de droit économique (Code on Economic Law), which is not applicable *ratione temporis* to the facts in the main proceedings. The text of the first paragraph of Article 15 of the Law was reproduced in Article VII.75 of the Code. The first subparagraph of Article VII.77(2) of the Code has a similar wording to the second paragraph of Article 15 of the Law.

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

15 In order to finance the purchase of photovoltaic panels and the fitting of the panels by Home Vision, on 22 May 2012 Mr Schyns took out with Dexia Banque Belgique, the predecessor in law to Belfius, a loan of EUR 40 002 with a term of 10 years. The loan was repayable by monthly instalments of EUR 427.72. On the same date, Belfius paid the agreed funds in full to Mr Schyns, who in turn paid them to Home Vision.

16 Under the contract concluded between Mr Schyns and Home Vision, Home Vision undertook to fit photovoltaic panels, at a price of EUR 40 002, and to pay that amount back to Mr Schyns in full by monthly instalments of EUR 622.41. In return, for 10 years Mr Schyns had to transfer to Home Vision the green certificates linked to the electricity generated from the use of those panels.

17 On 5 December 2013, Home Vision was declared bankrupt, without ever having fitted the photovoltaic panels in question. Mr Schyns paid the monthly loan instalments for 4 years, until 21 December 2016, the date on which he brought an action before the Justice de Paix du canton de Visé (Magistrate of the Canton of Visé), seeking, primarily, the rescission of the loan agreement in question on account of Belfius’ wrongful conduct and his release from all repayment obligations. In the alternative, he requested the amendment of that agreement such as to reduce his total debt to EUR 20 000, repayable by monthly instalments of EUR 150.

18 Mr Schyns criticises Belfius, inter alia, for lending him too high an amount having regard to his income, thereby infringing Article 10 et seq. of the Law on consumer credit.

19 In this regard, Mr Schyns highlights the fact that at the time when the loan agreement in question was concluded, his monthly income did not exceed EUR 1 900 and that, in addition to the loan taken out, he had to repay two mortgage loans for a total monthly amount of EUR 421.67.

20 Belfius disputes Mr Schyns' claims, asserting that the national provisions relied on by him are not compatible with Article 5(6) of Directive 2008/48, which placed the burden of assessing the expediency of the credit on the consumer and did not impose a general obligation on the creditor to seek to establish the most suitable credit.

21 The referring court considers that, by obliging the creditor to refrain from concluding the agreement if he considers that the consumer will not be able to repay the loan, the applicable national provisions, in particular Article 15 of the Law on consumer credit, impose on the creditor the obligation to assess the expediency of the credit.

22 In this instance, given the amount of his income and of the mortgage loans already taken out, the referring court considers that Mr Schyns' ability to repay raised doubts at the time when the agreement was concluded.

23 In those circumstances, the Justice de Paix du canton de Visé (Magistrate of the Canton of Visé) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

‘1. (a) Does Article 5(6) of [Directive 2008/48/EC], in so far as it is intended to ensure that the consumer will be in a position to assess whether the proposed credit agreement is suited to his needs and to his financial situation, preclude the wording of the first paragraph of Article 15 of the [Law on consumer credit] (repealed and now replaced by Article VII.75 of the Code de droit économique (Code on Economic Law)), in so far as it provides that the creditor and the credit intermediary must seek to establish, within the framework of the credit agreements which they usually offer or in which they are usually involved, the type and the amount of credit most suitable, taking into account the consumer's financial situation at the time the credit agreement is concluded and the purpose of the credit inasmuch as that provision establishes a general obligation on the creditor or the credit intermediary to seek to establish the most suitable credit for the consumer which is not included in the wording of the abovementioned directive?

(b) Does Article 5(6) of [Directive 2008/48/EC], in so far as it is intended to ensure that the consumer will be in a position to assess whether the proposed credit agreement is suited to his needs and to his financial situation, preclude the wording of the second paragraph of Article 15 of the [Law on consumer credit] (repealed and now replaced by Article VII.77(2) subparagraph 1 of the Code de droit économique), in so far as the creditor may conclude a credit agreement only if, having regard to the information which is or should have been available to him, particularly on the basis of the consultation required under Article 9 of the Loi du 10 août 2001 relative à la Centrale des crédits aux particuliers (Law of 10 August 2001 on the Central Office for Credits to Individuals) and on the basis of the information referred to in Article 10, he must reasonably take the view that the consumer will be able to fulfil the obligations arising from the agreement inasmuch as it follows that the creditor must himself decide on the expediency of the possible conclusion of a credit agreement on behalf of the consumer?

2. In the event of a negative reply to the first question, must [Directive 2008/48/EC] be interpreted as always requiring the creditor and the credit intermediary to assess, on behalf of a consumer, the expediency of the possible conclusion of a credit agreement?’

## The questions referred for a preliminary ruling

### Question 1(a)

24 By its Question 1(a), the referring court asks, in essence, whether Article 5(6) of Directive 2008/48 must be interpreted as precluding a national rule, such as that at issue in the main proceedings, which obliges creditors or credit intermediaries to seek to establish, within the framework of the credit agreements which they usually offer, the type and the amount of credit most suitable, taking into account the consumer's financial situation at the time the credit agreement is concluded and the purpose of the credit.

25 Under Article 5(6) of Directive 2008/48, Member States must ensure that creditors and, where applicable, credit intermediaries provide adequate explanations to the consumer, in order to place the consumer in a position enabling him to assess whether the proposed credit agreement is adapted to his needs and to his financial situation, where appropriate by explaining the pre-contractual information to be provided in accordance with paragraph 1 of that article, the essential characteristics of the products proposed and the specific effects they may have on the consumer, including the consequences of default in payment by the consumer.

26 Although Article 6 of the Proposal for a Directive of the European Parliament and of the Council on the harmonisation of the laws, regulations and administrative provisions of the Member States concerning credit for consumers (COM(2002) 443 final, OJ 2002 C 331 E, p. 200), entitled 'Exchange of information in advance and duty to provide advice', provided in paragraph 3 thereof that 'the creditor or, where applicable, the credit intermediary shall seek to establish, among the credit agreements they usually offer or arrange, the most appropriate type and total amount of credit taking into account the financial situation of the consumer, the advantages and disadvantages associated with the product proposed, and the purpose of the credit', that obligation was not included in the final version of Directive 2008/48. It follows that that directive does not require Member States to provide for a general obligation on creditors to offer consumers the most suitable credit.

27 That being the case, it is apparent from paragraph 5.4 of the Modified proposal for a Directive of the European Parliament and of the Council on credit agreements for consumers amending Council Directive 93/13/EC (COM(2005) 483 final) that the European Commission 'maintains the concept that a creditor should not merely fulfil the pre-contractual information requirements, but should provide additional explanations in order to enable the consumer to take a well-informed decision', that 'the consumer is always responsible for his final decision to conclude a credit agreement' and that 'Member States have been given more flexibility to adapt their implementation law to the situation on their markets'.

28 It should be noted in this regard that the objective pursued by Directive 2008/48 consists, as can be seen from recitals 7 and 9 to that directive, in providing, as regards consumer credit, full and mandatory harmonisation in a number of key areas, which is regarded as necessary in order 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 (judgment of 21 April 2016, *Radlinger and Radlingerová*, C-377/14, EU:C:2016:283, paragraph 61 and the case-law cited).

29 Although it follows from Article 22(1) of Directive 2008/48 that the directive provides for full harmonisation in so far as the Member States are not authorised to maintain or introduce national provisions diverging from those laid down in the directive (judgment of 12 July 2012, *SC*

*Volksbank România*, C-602/10, EU:C:2012:443, paragraph 38), the last sentence of Article 5(6) of the directive allows the Member States some flexibility in that they may ‘adapt the manner by which and the extent to which’ assistance to be provided to consumers by creditors and, where applicable, credit intermediaries is given.

30 In addition, it is apparent from Article 5(6) and recital 27 of Directive 2008/48 that, notwithstanding the pre-contractual information which must be provided under Article 5(1) of that directive, the consumer may, before entering into the credit agreement, still need additional assistance in order to decide which credit agreement is the most appropriate for his needs and his financial situation and that Member States must ensure that creditors provide such assistance in relation to the credit products which they offer to the consumer (judgment of 18 December 2014, *CA Consumer Finance*, C-449/13, EU:C:2014:2464, paragraph 41). Furthermore, recital 24 of Directive 2008/48 states that the consumer needs to be given ‘comprehensive’ information before he concludes the credit agreement.

31 In this case, by providing for the obligation on the creditor or the credit intermediary to seek to establish the credit most suitable for the needs of the consumer, the national rule at issue in the main proceedings aims at a high level of protection of the consumer’s rights by pursuing the objective of consumer protection at a pre-contractual stage.

32 In any event, although Member States are given some flexibility in defining the nature and the substance of the pre-contractual assistance which creditors and credit intermediaries must provide for consumers, the Member States must nevertheless exercise that flexibility in accordance with all the provisions of Directive 2008/48.

33 Thus, in determining the additional assistance, and without prejudice to the other provisions of Directive 2008/48, Member States are able to decide that the consumer must be offered several options for the grant of the credit. As the professional creditor is best placed to identify, within its usual range of products proposed, the credit most suitable for the needs of the consumer, offering such options constitutes a form of additional assistance.

34 First, information, before and at the time of concluding a contract, on the terms of the contract and the consequences of concluding it is of fundamental importance for a consumer. It is, in particular, on the basis of that information that the consumer decides whether he wishes to be bound by the conditions drafted in advance by the seller or supplier (judgment of 21 April 2016, *Radlinger and Radlingerová*, C-377/14, EU:C:2016:283, paragraph 64). Second, the identification of the most suitable credit is intended to improve consumer information in order to enable the consumer to take a well-informed final decision. Lastly, the obligation to provide such information is not such as to call into question the principle that the consumer is responsible for the final decision to conclude the credit agreement that he wishes from among those offered to him by the creditor at a pre-contractual stage.

35 It follows that a national rule which obliges creditors or credit intermediaries to seek to establish and to offer to the consumer the credit most suitable for his needs does not exceed the scope of the flexibility given to Member States by Directive 2008/48 in accordance with the harmonised provisions of that directive.

36 Consequently, the answer to Question 1(a) is that Article 5(6) of Directive 2008/48 must be interpreted as not precluding a national rule, such as that at issue in the main proceedings, which obliges creditors or credit intermediaries to seek to establish, within the framework of the credit agreements which they usually offer, the type and the amount of credit most suitable, taking into



account the consumer's financial situation at the time the credit agreement is concluded and the purpose of the credit.

### Questions 1(b) and 2

37 By its Questions 1(b) and 2, which should be examined together, the referring court asks, in essence, whether Article 5(6) of Directive 2008/48 must be interpreted as precluding a national rule, such as that at issue in the main proceedings, which obliges the creditor to refrain from concluding the credit agreement if he cannot reasonably take the view, following the check of the consumer's creditworthiness, that the consumer will be able to fulfil the obligations arising from the proposed agreement.

38 It should be pointed out that, although the referring court mentions only Article 5(6) of Directive 2008/48, these questions relate, in essence, to the assessment of the consumer's creditworthiness by the creditor under Article 8(1) of that directive. As the Advocate General noted in point 66 of her Opinion, that provision should therefore be included amongst the European Union legal instruments which the referring court seeks to have interpreted by the Court (see, to that effect, judgment of 10 September 2014, *Kušionová*, C-34/13, EU:C:2014:2189, paragraph 45).

39 Under Article 8(1) of Directive 2008/48, Member States must ensure that, before the conclusion of the credit agreement, the creditor assesses the consumer's creditworthiness on the basis of sufficient information, where appropriate obtained from the consumer and, where necessary, on the basis of a consultation of the relevant database.

40 The Court has ruled in this regard that this obligation to assess the consumer's creditworthiness aims to make creditors accountable and to prevent them from granting loans to consumers who are not creditworthy (judgment of 18 December 2014, *CA Consumer Finance*, C-449/13, EU:C:2014:2464, paragraph 43).

41 Thus, the pre-contractual obligation on the creditor to assess the borrower's creditworthiness, in so far as it seeks to protect consumers against the risks of over-indebtedness and insolvency, contributes to the attainment of the objective of Directive 2008/48, such as it is recalled in paragraph 28 of this judgment.

42 It should be noted that Directive 2008/48 does not contain any provision regarding the course of action to be taken by the creditor in case of doubts as to the creditworthiness of the consumer.

43 Against this background, and as the Advocate General observed in point 71 of her Opinion, the determination of the obligations which may be imposed on the creditor following the creditworthiness check remains, as far as credit agreements covered by Directive 2008/48 are concerned, within the competence of the Member States and does not therefore fall within the scope of that directive.

44 Although, as was noted in paragraph 29 of this judgment, Directive 2008/48 harmonises only certain aspects of the Member States' rules concerning agreements covering credit for consumers, it is clear from recital 44 of that directive that, in order to ensure market transparency and stability, and pending further harmonisation, Member States should ensure that appropriate measures for the regulation or supervision of creditors are in place.

45 Thus, attaching to the obligation on the creditor to check the consumer's creditworthiness a legal consequence in respect of the course of action to be taken by the creditor in the event of a

negative assessment does not impair the objective of Article 8(1) of Directive 2008/48. Recital 26 of that directive reiterates the objective of making creditors accountable and deterring them from engaging in irresponsible lending.

46 Furthermore, Directive 2014/17, which was adopted, as is mentioned in recital 3, with regard to property loans to consumers following the international financial crisis which showed that irresponsible behaviour by market participants can undermine the foundations of the financial system, although it is not applicable *ratione temporis* or *ratione materiae*, demonstrates the desire of the EU legislature to make creditors accountable by providing, in Article 18(5)(a), that Member States must ensure that ‘the creditor only makes the credit available to the consumer where the result of the creditworthiness assessment indicates that the obligations resulting from the credit agreement are likely to be met in the manner required under that agreement’.

47 Accordingly, the obligation under national legislation for the creditor to refrain from concluding the credit agreement if he cannot reasonably take the view that the consumer will be able, having regard to his financial and personal situation, to repay the credit in accordance with the agreement is not such as to impair the objective of Article 8(1) of Directive 2008/48 or to call into question the fundamental responsibility of the consumer to protect his own interests.

48 It follows that a national rule establishing an obligation on the creditor to refrain from concluding a credit agreement if he establishes a lack of creditworthiness on the part of the consumer does not infringe Directive 2008/48.

49 Consequently, the answer to Questions 1(b) and 2 is that Article 5(6) and Article 8(1) of Directive 2008/48 must be interpreted as not precluding a national rule, such as that at issue in the main proceedings, which obliges the creditor to refrain from concluding the credit agreement if he cannot reasonably take the view, following the check of the consumer’s creditworthiness, that the consumer will be able to fulfil the obligations arising from the proposed agreement.

### **Costs**

50 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 (First Chamber) hereby rules:

- 1. Article 5(6) 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 must be interpreted as not precluding a national rule, such as that at issue in the main proceedings, which obliges creditors or credit intermediaries to seek to establish, within the framework of the credit agreements which they usually offer, the type and the amount of credit most suitable, taking into account the consumer’s financial situation at the time the credit agreement is concluded and the purpose of the credit.**
- 2. Article 5(6) and Article 8(1) of Directive 2008/48 must be interpreted as not precluding a national rule, such as that at issue in the main proceedings, which obliges the creditor to refrain from concluding the credit agreement if he cannot reasonably take the view, following the check of the consumer’s creditworthiness, that the consumer will be able to fulfil the obligations arising from the proposed agreement.**

[Signatures]

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\* Language of the case: French.

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