

**Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on
21 December 2015 — Agnieška Anisimovienė and Others**

(Case C-688/15)

(2016/C 106/20)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Parties to the main proceedings

Appellants in cassation: Agnieška Anisimovienė and Others

Other parties: AB bankas ‘Snoras’, in liquidation; VĮ ‘Indėlių ir investicijų draudimas’; AB ‘Šiaulių bankas’, successor to the rights and obligations of AB bankas ‘FINASTA’

Questions referred

1. Is the Deposit Directive ⁽¹⁾ to be interpreted as meaning that funds debited with the persons’ consent or transferred or paid by those persons themselves into an account opened in the name of a credit institution held at another credit institution may be regarded as a deposit under that directive?
2. Are Articles 7(1) and 8(3) of the Deposit Directive, taken together, to be understood as meaning that a deposit insurance payment up to the amount specified in Article 7(1) must be made to every person whose claim can be established before the date on which the determination or ruling referred to in Article 1(3)(i) and (ii) of the Deposit Directive is adopted?
3. For the purposes of the Deposit Directive, is the definition of a ‘normal banking transaction’ relevant for the interpretation of the concept of a deposit as a credit balance deriving from banking transactions? Is that definition also to be taken into account when interpreting the concept of a deposit in national legal measures which have implemented the Deposit Directive?
4. If the third question is answered in the affirmative, how is the concept of a normal banking transaction used in Article 1 (1) of the Deposit Directive to be understood and interpreted:
 - (a) what banking transactions should be regarded as normal or what criteria should be the basis for determining whether a specific banking transaction is a normal one?
 - (b) is the concept of a normal banking transaction to be assessed having regard to the objective of the banking transactions performed or to the parties between whom such banking transactions are carried out?
 - (c) is the concept, used in the Deposit Directive, of a deposit as a credit balance deriving from normal banking transactions to be interpreted as covering only cases where all the transactions resulting in the creation of such a balance are regarded as normal?
5. Where funds fall outside the definition of a deposit under the Deposit Directive but the Member State has chosen to implement the Deposit Directive and the Investor Directive ⁽²⁾ in national law in such a way that funds to which the depositor has claims arising from a credit institution’s obligation to provide investment services are also regarded as a deposit, can the cover for deposits be applied only after it has been determined that in a specific case the credit institution acted as an investment firm and funds were transferred to it to carry out investment business/activities, within the meaning of the Investor Directive and MiFID? ⁽³⁾

⁽¹⁾ Directive 94/19/EC of the European Parliament and of the Council of 30 May 1994 on deposit-guarantee schemes (OJ 1994 L 135, p. 5).

⁽²⁾ Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ 1997 L 84, p. 22).

⁽³⁾ Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC (OJ 2004 L 145, p. 1).