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Automotive and Mobility

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2024 No. 23

Contents

Judgments

Spain

Girona Provincial Court Judgment no. 692/2023 of 08 January 2024 - Judgment: 5/2024 Municipality; claim for money; non-payment of monthly instalments

This judgment resolves the dispute between Mercedes-Benz Financial Services España EFC SA (Financial Institution) and a commercial company (Commercial Entity) and its sureties (individuals linked to the Commercial Entity as directors and shareholders of the same), in relation to a capital (finance) lease agreement, for the purchase of a vehicle, entered into by the aforementioned parties. The Financial Institution filed a money claim against the Commercial Entity and its sureties for several unpaid monthly instalments of the aforementioned vehicle capital lease agreement, which was upheld at first instance. In this context, the Commercial Entity and its sureties appeal against the judgment, denying the existence of the debt and claiming the existence of unconscionable clauses in the agreement, invoking their consumer status, insofar as the vehicle was intended for use by the sureties' relatives.

The Provincial Court discusses the **concept of "consumer"** in relation to Article 3 of the Consumer and User Protection (Recast) Act (TRLCU) and concludes that it should be interpreted restrictively, in relation to a person's position in a specific agreement and to the agreement's nature and purpose, and not to the personal situation of said person, given that the same person can be considered a consumer with respect to certain transactions and an economic operator with respect to others.

The Provincial Court rejects the appeal stating that: (i) when the surety is a director or administrator of the main corporate debtor, he/she cannot have the status of a consumer, because he/she has a functional contractual relationship with said legal person and, therefore, with the financial or credit transaction; (ii) if the surety has a significant shareholding in the debtor company, he/she also has a functional contractual relationship and cannot be a consumer; (iii) when the surety is a spouse subject to a community property regime of the principal debtor, he/she is also not a consumer, because he/she is liable for common debts and may share in the profits of the company in the form of dividends, which means a functional relationship with the commercial company; (iv) when the non-corporate surety does not have any directorial or corporate position that places him/her in a contractual relationship with the debtor company, does not have a significant shareholding in said company, is not liable for the debts of his/her spouse subject to a separate property regime and does not carry out a professional activity related to the guaranteed transaction, he/she may have the legal status of a consumer. The Provincial Court also clarifies that, when there is no "consumer" status in the binding agreement, unconscionability of the clauses cannot be raised as a defence, and the **examination of unconscionability cannot be extended to clauses that are detrimental to the seller, supplier or employer, except when the obligations** set out in Article 5(5) of the General Terms and Conditions of Contract Act (LCGC) ("the wording of general clauses must comply with the criteria of transparency, concreteness and simplicity") and in Article 7 LCGC ("the following general terms and conditions shall not be incorporated into the contract: a) Those which the acceptor has not had a real opportunity to

know completely at the time of the conclusion of the contract [...]; b) Those which are illegible, ambiguous, obscure and incomprehensible [...]".

Europe

Judgment of the Court (Third Chamber) of 9 November 2023. Reference for a preliminary ruling (Germany) - repair and maintenance of motor vehicles - type-approvals

The judgment is given in response to a request for a preliminary ruling in a dispute between Gesamtverband Autoteile-Handel eV (Gesamtverband), an automobile spare part trade association in Germany, and Scania CV AB (Scania), a Swedish vehicle manufacturer, concerning the availability of on-board diagnostic (OBD) vehicle information for repair and maintenance purposes. Scania restricts access to this information through the vehicle identification number (VIN) and limits its automated operation.

The CJEU concludes that Regulation (EU) 2018/858 of the European Parliament and of the Council of 30 May 2018 on the approval and market surveillance of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles does not require manufacturers to create a database interface for automated queries, but does require them to make **information available to independent operators in files the format of which allows the direct electronic use of the sets of data contained in those files**. In addition, they must establish a database enabling search on the basis not only of the VIN but also of additional means. The CJEU also notes that the obligation to present the information in an 'easily accessible manner in the form of machine-readable and electronically processable datasets' covers all vehicle repair and maintenance information, not only the information relating to spare parts.

As regards the VIN, it is determined that, although it is not **personal data** in itself, it may acquire this nature when linked to an identified or identifiable person in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Article 61 of Regulation (EU) 2018/858 establishes the **obligation for manufacturers to provide access to information, including the VIN, to independent operators**, considering this obligation lawful and proportionate to ensure competition in the market for vehicle repair and maintenance services.

Judgment of the Court (Eighth Chamber) of 16 November 2023. Reference for a preliminary ruling (Portugal) – Tax on vehicles - Second-hand vehicles imported from other Member States

The judgment resolves a dispute between the Portuguese Tax and Customs Authority (Portuguese Authority) and the claimant (NM), concerning the registration tax on a vehicle equipped with a plug-in hybrid engine imported into Portugal. The applicant contests a **notice to pay** issued by the Portuguese Authority, arguing that the difference in tax treatment between vehicles initially registered in Portugal and those imported from other Member States of the European Union (EU) is discriminatory and in breach of Article 110 TFEU. The Portuguese Authority defends that the application of the tax is based on the time of release for consumption in Portugal and does not exceed the residual amount of tax incorporated in the market value of similar second-hand vehicles already registered in Portugal.

A reference for a preliminary ruling is made on the application of Article 110 TFEU in which the CJEU states that **taxation of motor vehicles** has not been harmonised at EU level, but that Member States must exercise their powers of taxation in compliance with EU law. The aim of this article is to ensure the free movement of goods in normal conditions of competition, avoiding any form of protection resulting from internal taxation which discriminates against imported products. In this context, the CJEU states that **taxes on motor vehicles must be calculated in such a way as not to discourage the importation of vehicles similar to domestic vehicles**. The CJEU concludes that Article 110 TFEU precludes the application, when a vehicle imported from another Member State is released for consumption in a Member State, of a tax calculated in accordance with the rules in force on the date of release for consumption, if that application results in a tax higher than the residual value of the tax incorporated in the value of similar domestic vehicles on the second-hand market. This ensures tax neutrality between domestic and imported vehicles, in line with the objective of promoting the free movement of goods within the EU.

Judgment of the Court (Fifth Chamber) of 21 December 2023. Reference for a preliminary ruling - Long-term rental of motor vehicles - Exclusion of financial services

In the case between the Croatian Agency for the Supervision of Financial Services (Agency) and Autotechnica Fleet Services d.o.o. (Autotechnica), a vehicle leasing and rental services company, the Agency prohibited Autotechnica from engaging in leasing operations without a valid authorisation. Autotechnica challenged that decision before the Zagreb Judicial Review Court, which referred two questions to the CJEU for a preliminary ruling.

In the first question, it is disputed whether the Croatian regulation on operating leases and/or the consideration of a **long-term** rental agreement as a financial service and its **specific authorisation requirement** is compatible with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market. The CJEU states that a long-term **car rental agreement** cannot be considered a **financial services** agreement unless it meets certain criteria: (i) the rental agreement is subject to an obligation to purchase the vehicle at the end of the rental period; (ii) the fees paid under that agreement by the lessee are intended to enable the lessor to amortise fully the costs incurred by him or her in acquiring the vehicle; or (iii) that agreement involves a transfer of the risks linked to the residual value of the vehicle upon expiry of the agreement.

In the second question, the CJEU points out that any national measure in a sphere which has been the subject of full harmonisation at EU level must be assessed in the light of the provisions of the harmonising measure, not according to the law at national level, as they must strictly apply and respect EU rules and regulations. Furthermore, it is noted that Articles 9 and 10 of Directive 2006/123 must be interpreted as precluding a provision of national law that establishes an authorisation scheme concerning **the provision of long-term motor vehicle rental services that do not constitute a financial service, unless it satisfies certain conditions and criteria** set out in Directive 2006/123, noting the importance of ascertaining whether the imposition of additional requirements on the provision of operating leases and/or long-term car rental services, due to their exclusion from Directive 2006/123, is adequately justified in terms of consumer protection and complies with the principles of that legislation.

Judgment of the Court (Grand Chamber) of 21 December 2023 - Reference for a preliminary ruling - Consumer protection - Leasing agreement for a motor vehicle without an obligation to purchase - Directive 2008/48/EC - Directive 2002/65/EC - Directive 2011/83/EU - Right of withdrawal

This judgment resolves, in joined cases, several questions referred by a German court for a preliminary ruling on the interpretation of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights (Directives).

The questions referred for a preliminary ruling are raised in the context of several proceedings between automotive finance companies and consumers, concerning the protection of consumers in motor vehicle leasing and credit agreements and the exercise of the right of withdrawal relating to agreements which they concluded, in their capacity as consumers, with those banks.

The CJEU's conclusions regarding the interpretation of articles of the above-mentioned Directives address various aspects of motor vehicle leasing and distance contracts, the most important of which are as follows: (i) motor vehicle leasing contracts are deemed to fall within the scope of Directive 2011/83 on consumer rights, and in particular as "service contracts", where the consumer is not obliged to purchase the vehicle upon expiry of the contract - in these cases, leasing contracts are not covered by other Directives (Directives 2002/65 and 2008/48) concerning the distance marketing of financial services; (ii) a distance contract cannot be classified as such when the conclusion of the leasing contract is preceded by a negotiation stage which takes place in the simultaneous physical presence of the consumer and an intermediary acting for or on behalf of the trader, providing the consumer with all the necessary information in accordance with Directive 2011/83; (iii) the exception to the right of withdrawal provided for in Article 16(l), in respect of distance or off-premises contracts concerning car rental services coupled with a specific date or period of performance, is applicable to a leasing agreement for a motor vehicle when the main purpose of that agreement is to allow the consumer to use a vehicle for the specific period of time stipulated in that agreement, in return for the regular payment of sums of money; (iv) full performance of a credit agreement causes the right of withdrawal to be extinguished and, furthermore, the creditor cannot validly plead that the consumer exercised the right of withdrawal abusively where, due to incomplete or incorrect information in the credit agreement, the withdrawal period has not begun to run because it has been established that the incompleteness or incorrectness of that information affected the consumer's ability to assess the extent of his or her rights and obligations; (v) Directive 2008/48 also precludes a creditor from being able to plead that the right of withdrawal is time-barred (even under rules of national law) if the mandatory information was not included in the credit agreement or was set out in it in an incomplete or incorrect manner without being duly communicated subsequently and where, on that ground, the withdrawal period provided for in Article 14 of Directive 2008/48 has not started to run.

Judgment of the Court (Fourth Chamber) of 25 January 2024 in case C-334/22. Audi - Intellectual property. EU trade mark: motor vehicle manufacturers may prevent the use of a sign identical or similar to the trade mark for spare parts of which they are the proprietor

This judgment deals with a dispute between Audi AG (Audi), a motor vehicle manufacturer, and an internet seller of spare parts (GQ) concerning the sale of radiator grilles adapted for older models bearing the Audi emblem. Two questions are referred to the CJEU for a preliminary ruling on the interpretation of Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark (Regulation 2017/1001) in the context of the use of a sign identical or similar to an EU trade mark for motor vehicle spare parts.

First, the CJEU provides that a third party may use signs similar to an EU trade mark for motor vehicle spare parts provided that such use is in accordance with honest practices in industrial or commercial matters, as required by Article 14(2) of Regulation 2017/1001 ('**Limitation of the effects of an EU trade mark**'). In this regard, in certain specific cases the proprietor of an EU trade mark is precluded from prohibiting a third party from **using in the course of trade** that trade mark if it is in the context of a commercial activity intended to obtain an economic advantage and not in the private sphere, for instance where such use is necessary to indicate the intended purpose of a product or service, in particular as an accessory or spare part.

Notwithstanding the above, the CJEU points out that the exclusive right conferred by a trade mark under Article 9 of Regulation 2017/1001 ("**Rights conferred by an EU trade mark**") prevails, so that the use of a sign by a third party adversely affects or is liable to adversely affect the functions of the trade mark or takes unfair advantage of the distinctive character or the repute of that trade mark, including the essential function of guaranteeing to consumers the origin of the goods or service, as well as other functions such as guaranteeing the quality of the product or service, communication, investment or advertising.

Accordingly, in the present case, after examining the circumstances of the particular case, the CJEU finds that Audi may prohibit the spare parts distributor from using its trade mark.

Legislation

Spain

Bill regulating customer services

This Bill regulating customer services (Bill) is part of the Recovery, Transformation and Resilience Plan and aims to regulate the minimum quality standards and the assessment of customer services of companies that provide certain basic public interest services and of large companies, implementing **mandatory quality standards** and guaranteeing the right of citizens to receive a quality, personalised and accessible customer service.

The Bill applies to all companies established in Spain or in any other Member State, when they carry out the effective execution of certain basic public-interest services, offered or provided in Spanish territory (supply and distribution of water and energy, air passenger transport, postal services, electronic communications and financial services, as well as, companies providing public services in these sectors), as well as companies and corporate groups that carry out the sale of goods or the provision of services other than those mentioned above, in Spanish territory, provided that in their previous financial year

they have employed at least 250 workers, their annual turnover has exceeded 50 million euros or their annual balance sheet total has exceeded 43 million euros.

The essential aspects of this Bill include the obligation of a **free customer service** for services considered to be for the public interest, a **response time for telephone calls,** which requires that 95% of the telephone calls received from customers be answered, on average, in less than 3 minutes. In addition, the right to **personalised attention** is strengthened, prohibiting companies from handling these calls exclusively through answering machines. As of enactment, customers will be able to ask to speak directly to a person, a specialised operator, at any time during the enquiry or complaint.

On the other hand, **the period for responding to complaints** is reduced to 15 days (currently the period is 30 days) and companies must be **externally audited** to ensure that they meet these requirements in their customer services. The Bill also specifically protects the rights of **vulnerable consumers** by requiring personalised customer service based on certain variables such as age (face-to-face customer service for the elderly) or disability (alternative systems for the hearing impaired). In terms of infringements and penalties, the provisions of the TRLCU will apply.

This Bill introduces final provisions that amend the TRLCU, the Financial System Reform Measures Act 44/2002 of 22 November, and the Telecommunications Act 11/2022 of 28 June, in relation to customer services so that the provisions and principles set out in the Bill are complied with, in relation to the cost of services, universal accessibility and personalised attention, and the procedure for managing information on complaints, incidents and claims. Specifically, Act 11/2022 extends the scope of application within companies to include the obligation to have a customer service department and a customer ombudsman.

Europe

United Nations Regulation No. 168 of 12 January 2024. Uniform provisions concerning the approval of light duty passenger and commercial vehicles with regards to real driving emissions

United Nations Regulation No. 168 (Regulation), which entered into force on 26 March 2024, aims to provide a **worldwide harmonised method** to determine **the levels of Real Driving Emissions (RDE) of gaseous compound and particles** from light-duty vehicles. It applies to the type-approval of vehicles of categories M1 (reference mass not exceeding 2,610 kg) and categories M2 and N1 (reference mass not exceeding 2,610 kg), and may be extended to a reference mass not exceeding 2,840 kg in all categories.

The application for approval of a vehicle type with regard to the requirements of the Regulation shall be submitted by the vehicle manufacturer or by its authorised representative to the approval authority by means of an application drawn up in accordance with the model of the information document set out in Annex 1 to the Regulation.

The manufacturer must ensure that all vehicles within the Portable Emissions Measurement System ("PEMS") test family are compliant with the United Nations Regulation No. 154 on the Worldwide harmonized Light vehicles Test Procedure ("WLTP"), including conformity of production requirements. The manufacturer may put together several vehicle types to form a "PEMS test family", where the emission characteristics are similar, provided that the vehicles are identical with

respect to the technical and administrative criteria defined in the Regulation.

The Regulation regulates the test procedure, stating that the RDE performance shall be demonstrated by testing vehicles on the road operated over their normal driving patterns, conditions and payloads. The software tools used in the test procedure shall be validated by an entity defined by the contracting party. The specifications related to the test procedure are detailed in its Annexes.

If the vehicle types submitted for approval meet the requirements of the Regulation, an **approval number** shall be assigned to each type approved.

Proposal for a Regulation of the European Parliament and of the Council on type-approval of motor vehicles and engines and of systems, components and separate technical units intended for such vehicles, with respect to their emissions and battery durability (Euro 7) and repealing Regulations (EC) No 715/2007 and (EC) No 595/2009

The Regulation addresses the **type-approval of vehicles and related systems**, supplementing Regulation (EU) No 2018/858 and repealing Regulations (EC) No 715/2007 and (EC) No 595/2009, which applies to motor vehicles of categories M1, M2, M3, N1, N2 and N3 and trailers of O3 and O4 categories as specified in Article 4 of Regulation (EU) No 2018/858, including those designed and constructed in one or more stages, as well as to systems, components and separate technical units intended for such vehicles and to tyres of classes C1, C2 and C3, as specified in UN Regulation No. 117, with the exception of ice grip tyres. For cars and vans the current Euro 6 emission limits and type-approval procedure will be maintained. For lorries and buses, stricter limits for exhaust emissions, measured both in laboratories and in real driving conditions, will apply, while maintaining the type-approval conditions set out in Euro 6.

Limits are introduced for particulate matter emitted from car and van brakes, increased **battery durability and performance** for electric and hybrid vehicles, and requirements for the design, manufacture and assembly of vehicles in relation to emissions, including OBD systems (capable of detecting malfunctioning systems which lead to emission exceedances), OBM systems (capable of detecting emissions above the emission limits due to malfunctions, increased degradation or other situations that increase emissions), OBFCM devices (monitoring of real-world fuel and energy consumption and other parameters), battery state of health monitors, excess emissions driver warning systems, low-reagent driver warning systems, and devices communicating vehicle-generated data to the outside world.

In addition, consumer information on the **environmental data and performance** of each vehicle will be provided, including values on the lifetime and health status of the traction battery, both accessible to users and displayed inside the vehicle.

A new **environmental vehicle passport** is introduced, which will contain information on the environmental performance of a vehicle at the time of registration and updated information on fuel consumption, **battery** health, pollutant emissions and other relevant information collected by the vehicle's own monitoring systems.

Security provisions to limit tampering and **cyber-security measures** and vulnerability minimisation duties are implemented at all stages of the vehicle's life, favouring long-term sustainability.

In addition, access to information and tools for compatible spare parts is ensured.

The deadlines for compliance with the various obligations vary from 30 months to 60 months depending on the type of vehicle, system or component for that type of vehicle. A safeguard for small volume manufacturers is included until July 2030.

Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information

Directive (EU) 2024/825 aims to protect consumers from unfair commercial practices that may mislead consumers in sustainable consumption decisions, such as practices associated with **early obsolescence of goods**, **misleading environmental claims ('greenwashing')**, **misleading information about the social characteristics of products**, and **non-transparent sustainability labels.**

The Directive is amended to include specific definitions of what is meant by "environmental claims", "sustainability labels", "certification schemes", "recognised excellent environmental performance", "durability" and "functionalities", among others.

The relevant articles of the Directive are amended to include an obligation to inform consumers of the particular environmental characteristics of products and their durability. The Directive prohibits environmental claims relating to future environmental performance without clear and verifiable commitments, as well as certain actions by the trader, including: (i) displaying a sustainability label that is not based on a certification scheme or not established by public authorities; (ii) making a generic environmental claim where no relevant recognised excellent performance can be demonstrated - "environmentally friendly", "climate friendly", "energy efficient", among others; (iii) withholding information from the consumer about the fact that a software update will negatively impact the functioning of goods with digital elements or the use of digital content or services; (iv) presenting a software update as necessary when it only enhances functionality features; (v) presenting a good as allowing repair when it does not; (vi) withholding information concerning the impairment of the functionality of a good when consumables, spare parts or accessories not supplied by the original producer are used, or falsely claiming that such impairment will happen.

Furthermore, this Directive (EU) 2024/825 places certain obligations on traders: (i) to ensure that environmental claims about their products are truthful and reliable. These claims must be verified by an independent third-party expert with experience in environmental issues to ensure their reliability; (ii) where applicable, the reparability score of the goods, and where a reparability score has not been established at Union level, provide relevant information on the repair of the goods, including the availability of spare parts, estimated costs and procedures for requesting repairs (provided that the producer or supplier makes the information available to the trader); (iii) use a harmonised label on products or packaging to inform consumers about the existence and duration of any commercial guarantee of durability offered by the producer at no additional cost, covering the entire good and with a duration of more than two years. By 27 September 2025, the Commission shall, by means of implementing acts, specify the design and content of the harmonised notice.

Member States must adopt the necessary measures to comply with the Directive by March 2026, thereby ensuring its effective implementation throughout the European Union.

Public consultation

Spain

Hearing on and public availability for objection of the draft Royal Decree amending the General Road Traffic Regulations, approved by Royal Decree 1428/2003 of 21 November, and the General Vehicle Regulations, approved by Royal Decree 2822/1998 of 23 December, with regard to automated driving

The public hearing period in the passage of the Royal Decree amending the General Road Traffic Regulations and the General Vehicle Regulations (Royal Decree) was open until 15 April 2024.

The draft Royal Decree provides for two new articles in the **General Road Traffic Regulations**, which establish conditions and requirements for the use of automated vehicles. **Fully automated vehicles** are defined as those equipped with an automated driving system, designed to move autonomously without driver supervision. Furthermore, it is specified that, during the activation of the automated driving system, the automated driving system is considered to be the driver for the purpose of complying with traffic rules. Exceptions are also added to the prohibitions on the use of electronic devices when the automated driving system is active and the general driving conditions applicable to autonomous vehicles are established (they require a specific driving licence, they can only be activated within their defined operational environment of use, among others). It also provides for the drafting of a **Traffic Manual** by the Driver & Vehicle Licensing Agency (DGT) that establishes the conditions for safe driving, including the autonomous capacity of the systems and safe interaction with the environment.

Various articles of the **General Vehicle Regulations** are also amended and a new schedule on automated driving systems is added. Reporting requirements to the DGT prior to registration are required to ensure compliance with regulations and legal conditions for fully automated vehicles. The content of the **vehicle registration certificate** is extended to include the holder of the automated driving system, the operational environment of use and remote operation functionalities. It establishes a certification procedure carried out by a technical service designated by the DGT to ensure compliance with technical and safety requirements. It is also provided that a **Certification Manual** will be drawn up to reflect the verification of the automated driving system. In addition, amendments are included in Schedule I to the Road Traffic and Safety Act, introducing definitions of concepts related to automated driving.

The entry into force of this Royal Decree is expected by 2025.

News

Europe

UN regulation on additional driver assistance systems

UNECE's working party on automated/autonomous and connected vehicles has adopted in February the draft of a new regulation that defines provisions for the approval of vehicles with Driver Control Assistance Systems (DCAS) and provides minimum safety requirements for vehicles equipped with the Advanced Driver Assistance System (ADAS), such as lane keep assist. This new regulation builds on **UN Regulation No. 79** (adopted in 2018) by covering a broader range of technologies to be introduced in new models (e.g. the new regulation will no longer limit the use of lane changing systems to motorways - roads with 2 lanes and a physical separation from oncoming traffic - but will extend it to other types of roads), aiming to allow the approval of a combination of driver control assistance features, including braking, acceleration and overtaking assistance.

However, this new regulation does not cover full driving automation and stipulates that DCAS must be designed to ensure that the driver remains engaged in the driving task, thus requiring manufacturers to implement strategies to ensure that drivers have appropriate knowledge of the capabilities of the assistance systems and do not overestimate them (mode awareness). Manufacturers will be obliged to submit an outline of the systems' design to type approval authorities. The validation of DCAS will ensure that a a thorough assessment, considering the functional and operational safety of the features integrated in DCAS and the entire DCAS integrated into a vehicle, is performed by the manufacturer during the design and development processes. The regulation will require manufacturers to monitor the performance of these systems once on the roads and to provide periodic (at least once a year) and ad hoc reports on critical safety occurrences to the authority that approved the vehicle.

This new regulation will be submitted to the World Forum for Harmonization of Vehicle Regulations (WP.29) for adoption in June 2024, with an expected entry into force in January 2025.

UN regulation on cyber security management for motorcycles and scooters

UNECE's working party on automated/autonomous and connected vehicles proposes to include motorcycles, scooters and electric bicycles with speed exceeding 25 km/h in the scope of **UN Regulation No. 155** on cyber security and cyber security management, according to the UNECE press release of 26 January 2024.

The current regulation, applied in several regions of the world, covers passenger cars, trucks and buses. Its purpose is to offer an international framework for the type approval of road vehicles with regard to cyber security.

Following the review of the requirements in that regulation and their possible suitability to adequately address the specificities of motorcycles (vehicle category L), the decision to extend the scope of UN Regulation No. 155 will be submitted to the UNCE-hosted World Forum for Harmonization of Vehicle Regulations (WP.29) for adoption in June 2024. However, national im-

plementation roadmaps can deviate from what is submitted at the World Forum.

This decision comes at a time when the motorcycle industry has already introduced complex assistance systems in powered two-wheelers, such as adaptive cruise control and advanced connectivity, and against a backdrop of increased regulation affecting the automotive industry, especially in China, Europe and India, as well as regulations to ensure a minimum level of cybersecurity protection. These developments justify the growing concerns about potential cyber risks for this type of vehicles.

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