

Common Compendium

SLO - Slovenia

Review date: 12/09/2022

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Country Code: SLO

Organisation (s): Slovenian Insurance Association / Slovensko zavarovalno združenje, GIZ

1. Basic Information (GCB/GF/CB)

This section is aimed at all three organisations. The questions are repeated three times to be filled out by each organization

1.1. If relevant, please indicate the name of the organisation that operates as:

Green Card Bureau: Slovenian Insurance Association / Slovensko zavarovalno združenje, GIZ

Guarantee Fund: Slovenian Insurance Association / Slovensko zavarovalno združenje, GIZ

Compensation Body: Slovenian Insurance Association / Slovensko zavarovalno združenje, GIZ

Information Centre: Slovenian Insurance Association / Slovensko zavarovalno združenje, GIZ

1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Also, non-profit organisation established under the Insurance Act and Compulsory Insurance in Traffic Act. Green Card Bureau is only an organisational unit of Slovenian Insurance Association.

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Also, non-profit organisation established under the Insurance Act and Compulsory Insurance in Traffic Act. Guarantee Fund is only an organisational unit of Slovenian Insurance Association.

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Also, non-profit organisation established under the Insurance Act and Compulsory Insurance in Traffic Act. Compensation Body is only an organisational unit of Slovenian Insurance Association.

1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. According to the Articles of Slovenian Insurance Association, the selected option relates to regular members and not entirely to non-regular members. Green Card Bureau is only an organisational unit of Slovenian Insurance Association.

Please answer in your capacity as Guarantee Fund:

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Owned/controlled by all Members equally

Part of state government

Other. Please specify. According to the Articles of Slovenian Insurance Association, the selected option relates to regular members and not entirely to non-regular members. Guarantee Fund is only an organisational unit of Slovenian Insurance Association.

Please answer in your capacity as Compensation Body:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. According to the Articles of Slovenian Insurance Association, the selected option relates to regular members and not entirely to non-regular members. Compensation body is only an organisational unit of Slovenian Insurance Association.

1.4. How is the membership/governance of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Only insurance undertakings are Member to the organisation

Mixed membership of insurance undertakings and other members

Only Members participate in the governance

Others may participate in the governance

Other. Please specify. According to the Articles of Slovenian Insurance Association, also reinsurers and pension funds, carrying business in the Republic of Slovenia may be members of Slovenian Insurance Association. Green Card Bureau is only an organisational unit of Slovenian Insurance Association.

Please answer in your capacity as Guarantee Fund:

Only insurance undertakings are Member to the organisation

Mixed membership of insurance undertakings and other members

Only Members participate in the governance

Others may participate in the governance

Other. Please specify. According to the Articles of Slovenian Insurance Association, also reinsurers and pension funds, carrying business in the Republic of Slovenia may be members of Slovenian Insurance Association. Guarantee Fund is only an organisational unit of Slovenian Insurance Association.

Please answer in your capacity as Compensation Body:

Only insurance undertakings are Member to the organisation

Mixed membership of insurance undertakings and other members

Only Members participate in the governance

Others may participate in the governance

Other. Please specify. According to the Articles of Slovenian Insurance Association, also reinsurers and pension funds, carrying business in the Republic of Slovenia may be members of Slovenian Insurance Association. Compensation Body is only an organisational unit of Slovenian Insurance Association.

1.5. Is your organisation a VAT liable entity? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: SI68534256

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Not applicable.

Please answer in your capacity as Guarantee Fund:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: SI68534256

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If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Not applicable.

Please answer in your capacity as Compensation Body:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: SI68534256

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Not applicable.

1.6. For a full overview of your national GCB/GF/CB please provide the link of your website:

GCB: <http://www.zav-zdruzenje.si>

GF: <http://www.zav-zdruzenje.si>

CB: <http://www.zav-zdruzenje.si>

The following questions are only aimed at Guarantee Funds and Compensation Bodies:

1.7. On what legal basis is your organisation authorised to carry out compensation?

Please answer in your capacity as Guarantee Fund:

Please provide the name and date of the law: Compulsory Insurance in Traffic Act of 11 November 1994 that entered into force on 26 November 1994 with several amendments including the last amendment of 16. 11. 2018 that entered into force on 1 January 2019.

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: Amendment to Compulsory Insurance in Traffic Act of 26 July 2002 that entered into force in respect of provisions to 4th MID on 1 May 2004 and later amendments

of Compulsory Insurance in Traffic Act including the last amendment of 16. 11. 2018 that entered into force on 1 January 2019.

1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation.

Please answer in your capacity as Guarantee Fund:

Yes

No

Please provide further explanations: Based on provisions of Compulsory Insurance in Traffic Act, health, disability and pension insurance institutes, insurance companies and all other organizations, which have directly compensated the injured party, shall have no right to claim the compensation from the Guarantee Fund.

If the compensation is subsidiary, which entities are excluded? Health, disability and pension insurance institutes, insurance companies and all other organizations, which have directly compensated the injured party.

Please answer in your capacity as Compensation Body:

Yes

No

Please provide further explanations: Based on provisions of Compulsory Insurance in Traffic Act, legal persons who are subrogated by law to the injured party in his claims against the person responsible for the accident and health, disability and pension insurance institutes, insurance companies and all other organizations, which have directly compensated the injured party, shall have no right to claim the compensation from the compensation body.

If the compensation is subsidiary, which entities are excluded? Persons who are subrogated by law to the injured party in his claims against the person responsible for the accident, and health, disability and pension insurance institutes, insurance companies and all other organizations, which have directly compensated the injured party.

2. Applicable law (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

2.1. Provide the title and if applicable, the number of your national law which forms the basis for making a claim (Road Traffic Act, Insurance Law, Liability Law, etc.)

Compulsory Insurance in Traffic Act, Obligations Code, Insurance Act, Road Traffic Rules Act, Motor Vehicles Act, Drivers Act, Roads Act, Pension and Disability Insurance Act, Health Care and Health Insurance Act, Civil Procedure Act, Criminal Code.

2.2. What liability regime do your organisations operate with? Only one option can be selected.

Fault based liability

Strict liability

Other. Please specify. Click or tap here to enter text.

2.3. Are there any restrictions to the activities of your organisations regarding the way the law applies to visitors with regard to:

Country of residence. Please specify. Click or tap here to enter text.

Nationality. Please specify. Click or tap here to enter text.

Other. Please specify. None.

2.4. For what types/categories of motor vehicles is insurance compulsory?

Insurance is compulsory (according to Compulsory Insurance in Traffic Act) for all motor vehicles for transport of persons and goods and trailers that are subject to the obligation of registration and are required to be supplied with a vehicle licence.

Are there any exemptions? Please specify. No.

2.5. Does the MTPL insurance law apply to private areas?

Yes

No

How do you define a private area according to your national law? Please specify. No specific definition.

2.6. What is the minimum amount of cover required for material and personal injury damage? State the minimum value of sum insured, the date as of which it is in effect from and please indicate whether the limit is per accident or per victim: Applicable as from 1. 1. 2019

1.050.000	EUR	Material damage	Per accident (regardless the number of injured parties)
5.240.000	EUR	Personal injuries	Per accident (regardless the number of injured parties)

2.7. In which cases is an MTPL-insurer permitted by Law to reject/refuse cover for a third party claim? Please specify for the below-mentioned sub-items:

Accident caused by stolen vehicles: Click or tap here to enter text.

Accident caused by drunk driving: Click or tap here to enter text.

Accident caused with intent (for instance homicide, suicide): Click or tap here to enter text.

Accident caused by a terrorist attack: according to Compulsory Insurance in Traffic Act, insurance company shall be obliged to prove that the damage has been caused by such event

Accident caused by a driver without a license: Click or tap here to enter text.

Other instances: According to Compulsory Insurance in Traffic Act also: • the use of the vehicle during sports events which obtained official authorisations and where it is important to achieve the maximum speed, or during training rides; • the action of nuclear energy generated during a transport of nuclear material; • military operations, revolts, where the insurance company shall be obliged to prove that the damage has been caused by such event; • damage to objects transported by the insured.

2.8. Does your national law require cover in respect of passengers carried in the vehicle?

Yes

No

Please specify. Click or tap here to enter text.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. The driver of a vehicle which caused the damage. The owner, policyholder, co-owner and joint owner of the vehicle, which caused the damage in respect of damage to property.

2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes

No

If yes, what is the nature of the damages to which the time-limit applies? Material damage and bodily injuries.

If yes, what is the specific time-limit? The insurer and/or Bureau is required to make a reasoned offer of compensation to a claimant in cases where liability and the amount of damages is not contested OR to provide a reasoned reply in cases where liability is contested or the amount of claim has not been clearly determined, within 3 months of the date the claim was presented.

2.10. What is the statute of limitation periods (prescription) according to your national law against the MTPL insurer when there is a direct action?

3 years from the time the injured party acquired knowledge of the damages suffered and the person causing the damage but at the latest 5 years from the date the damage or injury occurred. In case of damage inflicted by criminal offence, where longer limitation period is prescribed for criminal prosecution, the same - longer limitation period also applies to claim for compensation of damage against the responsible person, in case of final criminal judgement.

Extracts of relevant provisions of Obligations Code:

compensation claims Article 352

(1) Compensation claims for damage inflicted shall become statute-barred three years after the injured party learnt of the damage and of the person that inflicted it.

(2) In each case the claim shall become statute-barred five years after the damage occurred.

compensation claims for damage inflicted by criminal offence Article 353

(1) If the damage was inflicted by a criminal offence and a longer statute-barring period is stipulated for criminal prosecution, a compensation claim against the person responsible shall become statute-barred when the period stipulated for the statute-barring of criminal prosecution expires.

(2) The discontinuance of statute-barring of criminal prosecution shall have as a consequence the discontinuance of statute-barring of the compensation claim.

(3) This shall also apply to the suspension of statute-barring.

claims determined before court or other relevant authority Article 356

(1) All claims determined by a final court ruling or by a ruling by another relevant authority or through settlement before the court or another relevant authority shall become statute-barred after ten years, including those for which a shorter period is stipulated by the statute of limitations.

2.10.1. When does the period of limitation begin and when does it expire?

In respect to material damage: See reply 2.10.

In respect to bodily injuries: See reply 2.10. According to legal praxis period of limitation begins after the medical treatment of the injured party has been finalised (and the damage known) and is determined on a case-by-case basis.

2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify.

Yes. **Interruption of the limitation period:** acknowledgment of debtor, action brought by the creditor. **Suspension/extension of the limitation period:** force majeure, during mobilisation, war, state of emergency.

2.10.3. Are there special circumstances in your national law regarding statute of limitations? Please describe in short : None.

Are there any differences for limitation period of liable party? No.

The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:

2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body?

Yes

No

If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body):

Compulsory Insurance in Traffic Act does not explicitly stipulate a direct right of action against Slovenian Insurance Association (in capacity of Compensation body). But based on judgement in case C-541/11, Jožef Grilc v. Slovensko Zavarovalno združenje, GIZ/Slovenian Insurance Association, of the Court of Justice of the European Union, Slovenian Insurance Association (in capacity of Compensation body) can be sued i.e., passive procedural legitimacy of the Slovenian Insurance Association, Compensation Body does exist.

3. Trucks and trailers (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

3.1. Does your national law regulate trailers?

Yes

No

3.2. Liability

3.2.1. If the truck is coupled with the trailer, does liability strictly fall on the truck or is there a division of liability? Please specify.

The owner of the motor vehicle and the owner of the trailer shall assume joint and several liability vis-à-vis the injured person.

3.2.2. Can liability arise in case of an uncoupled trailer in an accident?

Yes

No

If yes, what are the conditions? According to provisions of Compulsory Insurance in Traffic Act, MTPL insurance is compulsory for all motor vehicles and trailers that are subject to the obligation of registration and are required to be supplied with a vehicle licence. Consequently, the claimant has the right to be compensated by MTPL insurer of the trailer that caused damage.

3.3. Do trailers need to bear a registration plate in your country?

Yes

No

If yes, please specify the conditions: Trailer is given separate plate. According to Motor Vehicles Act trailing vehicle that is subject to registration, is a non-self-propelled road vehicle, which is designed and constructed to be towed by a motor vehicle. Light trailers (its maximum technical allowed mass does not exceed 750 kg) are not subject to the obligation of registration and bear the same ("third registration plate") registration plate of the towing motor vehicle.

3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck?

Yes

No

Please specify. Trailer is given separate plate. According to Motor Vehicles Act trailing vehicle that is subject to registration, is a non-self-propelled road vehicle, which is designed and constructed to be towed by a motor vehicle. Light trailers (its maximum technical allowed mass does not exceed 750 kg) are not subject to the obligation of registration and bear the same (“third registration plate”) registration plate of the towing motor vehicle.

3.5. Does your country have an established practice in determining where (the component parts of) a truck-trailer combination bearing the registration plates of different countries is/are:

- “normally based”

Yes

No

Please specify. Normally, for each vehicle i.e. truck and trailer “normally based” status is determined separately.

- “originating from”

Yes

No

Please specify. Normally, each vehicle i.e. truck and trailer “originating from” status is determined separately.

3.6. Is there an obligation to insure the truck and the trailer separately?

Yes

No

If yes, please specify the conditions/exemptions: Insurance is compulsory (according to Compulsory Insurance in Traffic Act) for all motor vehicles for transport of persons and goods **and trailers** that are subject to the obligation of registration and are required to be supplied with a vehicle licence.

3.7. Do trailers need their own Green Card?

Yes

No

Please specify. They need their own MTPL policy.

3.8. If there is no insurance obligation for a trailer in your country but liability is ascertained under the applicable law, does the Guarantee Fund intervene?

Yes

No

Please specify. Not applicable, as insurance obligation for a trailer exists.

3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer?

Yes

No

Please specify. According to Compulsory Insurance in Traffic Act, the injured party can claim compensation either from the insurance company of the motor vehicle or the insurance company of the trailer. For damage caused by a trailer whilst coupled with a motor vehicle and whilst, after having been decoupled from the motor vehicle, acting in a functional connection with it, the owner of the motor vehicle and the owner of the trailer shall assume joint and several liability vis-à-vis the injured person.

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- **the criteria (i.e. joint/several liability, percentage):** Joint several liability vis-à-vis the injured person.

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?**
Based on provisions of the Compulsory Insurance in Traffic Act especially in relation to the injured party and Obligation Code.

3.11. Can the division of risk between truck and trailer be based on any other rules than liability (e.g. such as on the basis of double insurance)?

Yes

No

Please specify. Not applicable.

3.12. Who is responsible for the damage to a connected trailer in case of a solo accident?

The towing unit

The trailer

Other.

Please specify. Click or tap here to enter text.

3.13. Who is responsible for the damage to a connected trailer in cases involving Third Parties?

The towing unit

The trailer

A third party, depending on the situation

Other. **Please specify.** Liable party.

4. Property Damage – Claims (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

4.1. For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for property damage

4.1.1. How is vehicle damage covered with regards to repair costs?

Vehicle damage is paid on the basis of the original repair invoice, expert's opinion, estimate or pro forma invoice for repairs.

4.1.2. How is vehicle damage covered with regards to total loss?

When the repair costs exceed the difference between the market value of the vehicle before the accident and the salvage value after the accident, the total loss is paid.

4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle?

Yes

No

If yes, please specify. Only if the vehicle is not older than 3 years and has sustained severe damage and not all damaged parts were replaced. Compensation varies according to the repair costs and the age of the vehicle. Depreciation relates to the repaired parts only.

4.3. Does the claimant have right to compensation for costs of expert reports?

Yes

No

If yes, Please specify. Depending on circumstances – if the claimant was not able to have his/her vehicle inspected by the insurer, costs of expert report could be covered.

4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop?

Yes

No

If yes, please specify the criteria: Yes, to the nearest (authorised) car repair shop.

4.5. Does the claimant have right to compensation for the loss of use of a damaged vehicle?

Yes

No

If yes, please specify the criteria: The claimant must submit the evidence for the loss. According to insurance practice, transport companies must provide tax return for several years, list of vehicles/trucks in fleet, contracts etc.

4.6. Does the claimant have right to compensation for costs of hiring another vehicle in case of a damaged vehicle and/or a lump sum as a substitute?

Yes

No

If yes, please specify the criteria: No indemnification to natural persons in out of court settlement unless justified by the claimant.

4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?

Yes

No

If yes, please specify the criteria: Such costs must be proved by the claimant.

4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals?

Yes

No

If yes, please specify the criteria: Compensation is paid only if such costs are due to the accident and must be proved by the claimant.

4.9. Does the claimant have right to compensation for pre-financing costs related to a vehicle damage (for instance borrowing money because of an accident)?

Yes

No

If yes, please specify the criteria: Click or tap here to enter text.

4.10. Does the claimant have right to compensation for general costs (i.e. telephone and mailing costs, administrative costs, etc)?

Yes

No

If yes, please specify the criteria: Click or tap here to enter text..

4.11. Any other instances/cases which are covered?

Yes

No

If yes, Please specify. Click or tap here to enter text.

4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?

Please specify. According to the Compulsory Insurance in Traffic Act the claimant has the right to file a claim against Slovenian Insurance Association, Guarantee Fund.

5. Personal Injuries and death – Claims (GCB/GF/CB)

For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for bodily injury. Please specify for each question when applicable.

5.1. Does the claimant have right to compensation for costs of medical treatment?

Yes.

No.

Please specify. If the costs of medical treatment have been covered by social insurer the latter has the right to reimbursement against the insurer of the liable party.

5.1.1. Does your national law make a distinction between public and private healthcare?

Yes.

No.

Please specify. Click or tap here to enter text.

5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?

Yes.

No.

Please specify. Help and care are often offered by close relatives of the claimant. In court proceedings help and care must be proved and then paid in a lump sum.

5.3. Does the claimant have right to compensation for disability?

Yes.

No.

Please specify. According to the Obligations Code (Article 179 on monetary compensation), indemnity for 6 types of non-material damage suffered and the damage expected in the future shall pertain to the injured party for: • physical/bodily pains suffered; • fear/anxiety suffered; • mental distress/pains due to impaired lifestyle/reduction in life activities; • mental distress/pains due to deformations; • mental distress/pains due to death of a close relative; • mental distress/pains due to severe disability of a close relative. Indemnity for non-material damage shall pertain to the injured party if circumstances of the case, particularly the level and duration of distress and fear so justify.

5.4. Does the claimant have right to compensation for pain and suffering?

Yes

No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. According to the Obligations Code (Article 179 on monetary compensation), indemnity for 6 types of non-material damage suffered and the damage expected in the future shall pertain to the injured party for: • physical/bodily pains suffered; • fear/anxiety suffered; • mental distress/pains due to impaired lifestyle/reduction in life activities; • mental distress/pains due to deformations; • mental distress/pains due to death of a close relative; • mental distress/pains due to severe disability of a close relative. Indemnity for non-material damage shall pertain to the injured party if circumstances of the case, particularly the level and duration of distress and fear so justify. Compensation is evaluated individually and by taking into consideration the actual legal practice.

5.5. Does the claimant have right to compensation for loss of earnings?

Yes.

No.

Please specify. The claimant is entitled to claim for loss of earnings for the period of a sick leave. In case of permanent or temporary disability the claimant has the right to claim compensation of a monthly pension (the difference between the net income and the benefits received from the social security).

5.6. Does the claimant have right to compensation for loss of future earnings?

Yes.

No.

Please specify. Yes, in case of permanent or temporary disability the claimant has the right to claim compensation of a monthly pension (the difference between the net income and the benefits received from the social security body).

5.7. Does the claimant have right to compensation for loss of dependency (for instance a victim is fatally injured in a traffic accident and leaves a spouse/children behind)?

Yes.

No.

Please specify. In case of death of the victim, the dependants have a right to claim for loss of maintenance. The amount of claim depends on the deceased's net income and the services actually rendered by the deceased.

5.8. Does the claimant have right to compensation for funeral expenses?

Yes.

No.

Please specify. The heirs are entitled to compensation for a funeral, headstone, and other expenses (clothes, funeral meal etc.) incurred for the deceased based on actual invoices and in accordance with local habits in place of the funeral.

5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?

Yes.

No.

Please specify. According to the Obligations Code (Article 179 on monetary compensation), indemnity for 6 types of non-material damage suffered and the damage expected in the future shall pertain to the injured party for: • physical/bodily pains suffered; • fear/anxiety suffered; • mental distress/pains due to impaired lifestyle/reduction in life activities; • mental distress/pains due to deformations; • mental distress/pains due to death of a close relative; • mental distress/pains due to severe disability of a close relative. Indemnity for non-material damage shall pertain to the injured party if circumstances of the case, particularly the level and duration of distress/pains and fear so justify.

Is it part of the pain and suffering according to your national law?

Yes.

No.

Please specify. Click or tap here to enter text.

5.10. Does the claimant have right to compensation in case of aggravation of the damage suffered?

Yes.

No.

Please specify. In case of new damage that is in causal relationship to initial damage suffered. Must be determined by the expert.

5.11. Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)?

Yes.

No.

Please specify. According to the Obligations Code (Article 179 on monetary compensation), indemnity for 6 types of non-material damage suffered and the damage expected in the future shall pertain to the injured party for: • physical/bodily pains suffered; • fear/anxiety suffered; • mental distress/pains due to impaired lifestyle/reduction in life activities; • mental distress/pains due to deformations; • **mental distress/pains due to death of a close relative; • mental distress/pains due to severe disability of a close relative.** Indemnity for non-material damage shall pertain to the injured party if circumstances of the case, particularly the level and duration of distress and fear so justify.

5.12. Any other cases? Please specify.

Spouse, children, and parents are entitled to compensation for mental distress/pains due to death of a close relative or mental distress/pains due to severe disability of a close relative, and siblings and unmarried partner also if there is a long-term union.

6. Claims Settlement Procedures – in and out of court (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

6.1. What evidence is considered as acceptable/lawful in your country? More than one of the following options can be selected.

Constat amiable (European Accident Statement)

Police report

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Pictures

Witness statements

Medical statements

Other

Please specify in detail: [Click or tap here to enter text.](#)

6.2. Out of court settlement

6.2.1. What are the conditions for filing a claim according to your national law? Please specify in detail:

Based on Obligations Code, any person that causes damage on another shall be obliged to reimburse it, unless it is proved that the damage incurred without the culpability of the former (Article 131 basis for liability). In principle there is fault-based liability with reversal of burden of proof, strict liability only applies exceptionally. There are 4 conditions of liability for damages: 1. Wrongful act; 2. Occurrence of damage; 3. Causal relationships between 1. and 2.; 4. Liability of the person who caused the damage. If damage was caused by use of a vehicle (motor vehicle or trailer), the claimant shall file his claim to the MTPL insurer of the vehicle that caused damage or Slovenian Insurance Association based on Compulsory Insurance in Traffic Act and is entitled to the compensation of damages due to damage or destruction of property (property damage) and death, bodily injuries and damage to health (personal damage).

6.2.2. Do you require proof for the following 3 indicators and please specify in detail (including limitations):

- **Proof of involvement – including the recording/requirement of the accident (i.e police report, constat amiable, etc.)**

Yes

No

Please specify. [Click or tap here to enter text.](#)

- **Proof of damage**

Yes

No

Please specify. [Click or tap here to enter text.](#)

- **Proof of causal link between liability and damage**

Yes

No

Please specify. [Click or tap here to enter text.](#)

6.2.3. Is a visiting victim required to file a report about the accident to the local authorities before returning to the State of residence?

Yes

No

Please specify. [Click or tap here to enter text.](#)

If they fail to do so, does that exclude the visiting victim from filing a claim for compensation?

Yes

No

Please specify. [Click or tap here to enter text.](#)

6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail.

Conditions not specified in national law.

6.2.5. Are there any other requirements for filing a claim?

Yes

No

If yes, please specify in detail. [Click or tap here to enter text.](#)

6.2.6. Are legal fees for out of court settlements reimbursed?

Yes

No

If yes, how are these fees assessed/calculated? Attorney's fees are paid according to the Attorney's tariff.

6.3. Court settlements

6.3.1. What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:

According to Compulsory Insurance in Traffic Act, the injured party has the right of direct action against the MTPL insurer, and against Slovenian Insurance Association in GC claim and uninsured or unidentified motor vehicle claim.

6.3.2. What legal remedies are available (possibility of appeal, etc.)? Please specify in detail:

Ordinary and extraordinary appeal.

Appeal against first-instance judgement is admitted within 30 days after delivery/service of the judgement. Appeal is asserted at the court of first instance. The appeal hinders the enforceability of the judgement.

Extraordinary appeal:

Motion for leave to appeal is admitted within 30 days after delivery of the final second-instance judgement. **Revision/appeal on points of law** against the final second-instance judgement is admitted within 15 days after delivery of Supreme Court order that granted leave to appeal.

Request for protection of legality is instituted by the State Prosecutor within 3 months against the final judgement under conditions specified in the Civil Procedure Act.

6.3.3. How do you handle any costs in connection with proceedings in and out of court and please specify the types of costs (lawyers fee, legal fees, court experts, translation, etc.)? Please specify in detail.

Out of court (arbitration/mediation, etc.): Not applicable.

In court: Calculated by the court in proportion to the success.

6.4. Any other procedure of settlement? Please specify.

No.

7. Involvement of National Guarantee Funds (GF) EEA/Non-EEA

This section is aimed only at Guarantee Funds. Please only provide answers to this section in your capacity as Guarantee Fund.

7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? Please specify in detail. (Article 11 MID).

Uninsured vehicles: damage to property and personal injury are covered up to minimum limits;
Unidentified vehicles: only personal injury is covered up to minimum limits except in cases where one of the claimants died or was severely injured and hospitalised at least for 5 days then also compensation for damage to property is covered with deductible of EUR 500 enforceable against the claimant;
Bankruptcy of MTPL insurance company: Compulsory Insurance in Traffic Act will be changed to transpose MID with regard to insolvency of MTPL insurer.

7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.

According to Compulsory Insurance in Traffic Act, the claimant has the right to file his /her claim against Slovenian Insurance Association (national Guarantee Fund) that is required to make a reasoned offer of compensation to a claimant in cases where liability and the amount of damages is not contested OR to provide a reasoned reply in cases where liability is contested or the amount of claim has not been clearly determined, within 3 months of the date the claim was presented. Claimant also has a direct right of action against Slovenian Insurance Association.

7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify.

Yes. Compulsory Insurance in Traffic Act refers only to "injured party" and makes no difference based on nationality, citizenship etc.

7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details.

In case of unidentified vehicles, only bodily injury is covered up to minimum limits except in cases where one of the claimants died or was severely injured and hospitalised at least for 5 days then also compensation for damage to property is covered with deductible of EUR 500 enforceable against the claimant.

7.5. Does the statute of limitations mentioned above under "Applicable Law" apply for the National Guarantee Fund or are there any exceptions?

Yes

No

If yes, Please specify. 3 years from the time the injured party acquired knowledge of the damages suffered and the person causing the damage but at the latest 5 years from the date the damage or injury occurred. In case of damage inflicted by criminal offence, where longer limitation period is prescribed for criminal prosecution, the same - longer limitation period also applies to claim for compensation of damage against the responsible person, in case of final criminal judgement.

7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme

When does this intervention mechanism start its intervention? Only one option can be selected.

- The insurance undertaking is subject to bankruptcy proceedings**
- The insurance undertaking is subject to winding up proceedings**
- The insurance undertaking has had the authorisation withdrawn**
- After withdrawal of the authorisation**

Please specify. [Click or tap here to enter text.](#)

7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?

No. According to Compulsory Insurance in Traffic Act, MTPL insurer intervenes also in case of stolen vehicles and not Guarantee fund.

8. Involvement of Green Card Bureaux (GCB)

This section is aimed only at Green Card Bureaux. Please only provide answers to this section in your capacity as Green Card Bureau.

8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.

According to Compulsory Insurance in Traffic Act, the claimant has the right to file his /her claim against Slovenian Insurance Association (national Green Card Bureau) that is required to make a reasoned offer of compensation to a claimant in cases where liability and the amount of damages is not contested OR to provide a reasoned reply in cases where liability is contested or the amount of claim has not been clearly determined, within 3 months of the date the claim was presented. Claimant also has a direct right of action against Slovenian Insurance Association.

8.2. Does a claimant resident in a foreign country have a direct right of action against the local Bureau of the country of accident or the agent/ insurer representing the Bureau?

Yes

No

Please specify. Only against the local Bureau of the country of the accident or the MTPL insurer.

8.3. Are there any other considerations that claimants should bear in mind? Please specify.

No.