

I. ADMINISTRATIVE ENFORCEMENT	
Which administrative mechanisms are available to enforce the Directives?	<ul style="list-style-type: none"> • In Slovenia, the Directives 90/314/EGS (Package Travel), 93/13/EGS (Unfair Contract Terms), 98/6/ES (Price indication), 1999/44/ES (Consumer Sales and Guarantees), 2006/114/ES (Misleading and Comparative Advertising), 2008/122/ES (Timeshare), 2009/22/ES (Injunctions) and 2011/83/EU (Consumer Rights) are implemented by the Consumer Protection Act. General administrative enforcement authority for the act is the Market Inspectorate (<i>Tržni inšpektorat</i>; ("MI"), which is part of the Ministry of Economic Development and Technology ("MEDT"). MI is competent to enforce provisions of the Directives <i>ex officio</i> and to hear administrative complaints. The general website of MI can be found in English and Slovene at: http://www.ti.gov.si/en/ • The Directive 2005/29/ES (Unfair Consumer Practice) is implemented by the Consumer Protection against Unfair Commercial Practices Act, which is also generally enforced by MI. • Both above listed acts allow other supervising authorities to enforce consumer protection provisions within their field of competence. In practice, however, other authorities represent only a small fraction of all proceedings for infringements of the provisions of the Directives. • Depending on the facts and subject to certain conditions in accordance with articles 71, 72, 72.a, 73, 77 and 78 of the Consumer Protection Act, MI has the authority to (i) fine the trader, (ii) order the trader to refund, replace or repair purchased faulty goods, (iii) issue an order to prevent further sales of goods until a breach has been fixed, (iv) issue an order for the trader to fulfil his legal obligations by refunding the consumer when he withdraws from the contract, or (v) issue an order to prevent (further) illegal advertisement.
Who can file administrative complaints? Can investigations be initiated ex officio?	<ul style="list-style-type: none"> • Slovenian law does not pose any specific requirements on the initiator of the complaint proceedings, they can be initiated by any natural or legal person and do not require proof of legal interest. Investigations can be initiated <i>ex officio</i>. The MI website offers a possibility to report infringements of rights even anonymously at: http://www2.gov.si/mg/tirs/tirs.nsf/fl?OpenFrameSet&Frame=main&Src=/mg/tirs/tirs.nsf/0/838F0883B0BAFDC8C1256CC400393325?OpenDocument . • The MI website lists three registered consumers' representative organizations in Slovenia (registration is necessary to obtain the status of the representative organization) which can also file administrative complaints on behalf of consumers: (i) Consumer Association of Slovenia (<i>Zveza potrošnikov Slovenije</i>), (ii) International Institute for Consumer Research (<i>Mednarodni inštitut za potrošniške raziskave</i>) and (iii) Association of Gorenjska Consumers Kranj (<i>Združenje potrošnikov Gorenjske Kranj</i>).
Do any specific procedural requirements apply to filing administrative complaints?	<ul style="list-style-type: none"> • A complaint can be filed before the MI either by mail or phone to any of MI's 9 offices in the country or by filling out an online form (anonymously or with personal data, a complainant can also request a response from MI) at: http://www2.gov.si/mg/tirs/tirs.nsf/fl?OpenFrameSet&Frame=main&Src=/mg/tirs/tirs.nsf/0/838F0883B0BAFDC8C1256CC400393325?OpenDocument .
Do the administrative authorities have an obligation to investigate the complaint?	<ul style="list-style-type: none"> • MI must process complaints and upon request inform the complainant of the results of the investigation. • MI publishes its yearly report at http://www.ti.gov.si/si/zakonodaja_in_dokumenti/dokumenti/ • In 2016, MI performed 10533 investigations on potential breaches of Consumer Protection Act and 1846 investigations on potential breaches of Consumer Protection against Unfair Commercial Practices Act. • MI issued warnings in 2268 breaches of Consumer Protection Act and fines in

	<p>267 breaches of Consumer Protection Act. MI issued warnings in 451 breaches of Consumer Protection against Unfair Commercial Practices Act. The yearly report only publishes statistical data regarding most frequently issued warnings and fines, therefore it does not provide complete data regarding fines imposed for breaches of Consumer Protection against Unfair Commercial Practices Act.</p> <ul style="list-style-type: none"> • According to MI's yearly report, traders most frequently breach provisions on the requirement to clearly mark prices of products.
Are there any specific requirements regarding the provision of evidence to the competent authorities?	<ul style="list-style-type: none"> • MI can only order the trader to refund, replace or repair purchased faulty goods if there is no dispute between the trader and consumer regarding the existence of such fault, if the consumer submits an expert opinion or if the consumer is able to prove the fault otherwise beyond doubt. • In case of investigation of unfair commercial practice, the administrative authority may, with regard to other circumstances, order the trader to present proof of his statements. Failing to do so will result in his statements being considered untrue.
II. ENFORCEMENT THROUGH COURT ACTION	
Which court actions are available to enforce the Directives?	<ul style="list-style-type: none"> • In addition to a general claim for civil damages, the Consumer Protection Act offers two additional procedures against infringements of consumer rights before the general civil courts: <ul style="list-style-type: none"> a) a procedure for an action for injunction against a trader who uses unfair contract terms, unfair commercial practices or illegal advertising and damages common interest of the consumers in accordance with article 74 of the Consumer Protection Act; b) a declaratory action which renders certain contracts that a trader forms with consumers, or their parts, defeasible. The judgement, if successful, has an <i>erga omnes</i> effect and allows any affected consumer to render his contract with the trader void. This action is set forth in article 76 of the Consumer Protection Act. • Article 13 of the Consumer Protection against Unfair Commercial Practices Act sets forth that court actions available under the Consumer Protection Act are also available to enforce provisions of the Directive 2005/29/ES (Unfair Consumer Practice).
Who can start a court action?	<ul style="list-style-type: none"> • A general claim for civil damages can be initiated by anyone who suffers damages. • Lawsuits under a) and b) above can be filed by (i) any legal person, established for protection of consumer rights, which is at least one year old and is effectively operational, (ii) a trader's business association, or (iii) an organization or independent public authority of another Member State when the trader's actions affect its consumers.
Can court actions be initiated by competitors?	<ul style="list-style-type: none"> • In a general claim for civil damages, competitors may have legal standing if they have suffered damage. This will be most relevant in certain illegal advertisement practices, which might also be contrary to competition law in addition to consumer protection law. • Regarding proceedings under a) and b) of the previous point above, competitors do not have a way to initiate proceedings directly. Indirectly, however, the competitors in the same business association might be able to initiate court proceedings through the association.
Can the case be handled through an accelerated procedure?	<ul style="list-style-type: none"> • There are no special proceedings for consumer-related disputes under Slovenian law. Consumer law disputes are processed in regular civil litigation.
Are there any specific requirements regarding the	<ul style="list-style-type: none"> • In case of investigation of unfair commercial practice, the civil court may, with regard to other circumstances, order the trader to present proof of his statements. Failing to do so will result in his statements being considered untrue.

provision of evidence to the court?	
Are there specific procedural reliefs for consumers or consumer associations?	<ul style="list-style-type: none"> • There are no special procedural reliefs for consumers or consumer associations under the Civil Procedure Act, the Consumer Protection Act or the Consumer Protection against Unfair Commercial Practices Act. The only procedural relief is provided by the Regulation Brussels I (44/2001), which allows the consumer to file a lawsuit against a trader from another Member State in the courts for the place where the consumer is domiciled.
III. SANCTIONS	
What are the possible civil sanctions and remedies for the infringement of the provisions of the Directives?	<ul style="list-style-type: none"> • In a general claim for civil damages the court can award actual damages suffered by the plaintiff. As is the case with most civil procedures under Slovenian law, the court can also order coercive civil fines in order to ensure that the decision will be effectively complied with. • In case of actions for injunction, the court can order the defendant to cease and desist from the activity in question. The court can also order an interim measure (<i>začasna odredba</i>) to cease and desist from such activity if the activity is damaging common economic interests of consumers even before the litigation is finished. The court can also order such an interim measure (<i>začasna odredba</i>) if the defendant had not yet started such activity, but is about to. • In case of actions for injunction, the court can order publication of the judgement. The publication costs are borne by the defendant. Such judgement publication needs to be requested by the plaintiff in the lawsuit, the court cannot decide <i>ex officio</i>. • In a declaratory action, the court can declare certain contract terms or certain contracts that a trader concludes with consumers, in full or in part, defeasible. Any consumer who concluded such contract with the trader may use this judgement to render his contract void. • According to article 21.b of the Consumer Protection Act, if the goods are not in conformity with the contract of sale, the consumer may request to have the goods brought into conformity. If the trader fails to do so within 45 days, the consumer may terminate the contract or demand a price reduction. • According to article 37.c of the Consumer Protection Act, if the goods possess a material defect, in addition to damages, the consumer may request from the trader: <ul style="list-style-type: none"> ○ to repair the defect; ○ a partial refund, proportional to the defect; ○ a replacement of goods; or ○ a complete refund. • According to article 38 of the Consumer Protection Act, if there is a defect in the provided service, the consumer may request from the trader: <ul style="list-style-type: none"> ○ to repair the defect; ○ a partial refund, proportional to the defect; ○ to provide the service without the defect; or ○ a complete refund. • The consumer may also terminate the contract: <ul style="list-style-type: none"> ○ if the trader fails to deliver the goods in an appropriate timeframe and fails to deliver the goods even after he had been given a suitable extension by the consumer (article 25.a of the Consumer Protection Act); ○ if the contracts for the sale of goods on instalment credit terms does not include information on total price of all instalments, price per instalment, number and deadlines of instalments (article 50 of the Consumer Protection Act); or ○ if price of a package travel increases by 10 per cent or more (article 57.d

	of the Consumer Protection Act);
What are the possible criminal sanctions for the infringement of the provisions of the Directives?	<ul style="list-style-type: none"> • There are no criminal sanctions specifically for infringements of the provisions of the Directives.
What are the possible administrative sanctions for the infringement of the provisions of the Directives?	<ul style="list-style-type: none"> • MI can issue monetary fines for infringements of the provisions of the Directives: <ul style="list-style-type: none"> ○ According to article 77 of the Consumer Protection Act, a fine of EUR 3,000 up to EUR 40,000 is imposed on the trader for severe infringements of any of the Directives except Directive 2005/29/ES (Unfair Consumer Practice) and a fine of EUR 1,200 up to EUR 4,000 is imposed on the responsible person. ○ According to article 78 of the Consumer Protection Act, a fine of EUR 1,200 is imposed on the trader in case of minor infringements of any of the Directives except Directive 2005/29/ES (Unfair Consumer Practice) and a fine of EUR 400 is imposed on the responsible person. ○ According to article 15 of the Consumer Protection against Unfair Commercial Practices Act, a fine of EUR 3,000 up to EUR 40,000 is imposed on the trader for infringements of the Directive 2005/29/ES (Unfair Consumer Practice), a fine of EUR 300 up to EUR 2,000 is imposed on the responsible person and a fine of EUR 1,200 up to EUR 15,000 is imposed on a trader, who is an individual practising an activity. • These monetary fines are imposed by MI and, upon appeal, reviewed by the court. In the case of infringements of Unfair Commercial Practices Act, MI can only impose the minimum fine in the provided range. Only the courts may impose a higher fine than the minimum amount. • There are no specific criteria for infringements of Directives to determine the amount of a fine in an individual case. Instead, the general criteria from article 26 of the Minor Offences Act need to be taken into account. When determining the amount of a fine in an individual case, the relevant authority must consider the gravity of the offence and whether the offence had been committed with intent or negligently. In addition, the authority must consider all circumstances affecting the amount of a fine in particular the degree of responsibility, motive, the degree of endangerment or infringement, circumstances of the infringement, perpetrator's personal conditions, perpetrator's behavior after the offence and whether the perpetrator offered to compensate for damages. The authority should also take into account the perpetrator's financial position, their salary and other income, their wealth, their obligations relating to their family. The amount of a fine may be reduced below the minimum prescribed amount when there are special mitigating circumstances. • Some of the monetary fines have minimum and maximum amount, but they do not relate to the trader's turnover. There is no difference whether the trader is a natural or a legal person. • There are no specific provisions regulating where the profits of monetary fines are dedicated for infringements of the Directives. According to article 17, paragraph 9 of Minor Offences Act, the profits go into the state budget. • In addition to monetary fines, MI has the authority to (i) order the trader to refund, replace or repair purchased faulty goods, (ii) issue an order to prevent further sales of goods until a breach has been fixed, (iii) issue an order for the trader to fulfil his legal obligations by refunding the consumer when he withdraws from the contract, or (iv) issue an order to prevent (further) illegal advertisement, according to articles 71,

	72, 72.a, 73 of the Consumer Protection Act.
What are the contractual consequences of an administrative order or a judgment on an individual transaction under Directives?	<ul style="list-style-type: none"> • An administrative order to refund, replace or repair purchased faulty goods has direct impact on the consumer's individual contract since it is given in relation to an individual contract. Its scope is limited, however, to instances where there is no dispute regarding the existence of such fault or the consumer is able to prove it beyond doubt. Even then, the trader may challenge the order before the administrative court. • An administrative order for the trader to fulfil his legal obligations by immediately refunding the consumer upon withdrawing from the contract affects the contract by decreasing the chance that the consumer will have to turn to the court in order to receive the refund. • Other administrative orders have no influence on individual contracts. • A court order to cease-and-desist has no direct influence on existing contracts, it is only used to stop the trader from using unfair contract terms, unfair commercial practices or illegal advertising in the future. Such decision can, however, be cited in a general civil procedure for damages by the consumer and increase his chances of success. • A declaratory action judgment has an <i>erga omnes</i> effect. It renders individual contracts defeasible and allows the consumers, parties to those contracts, to easily render them void should they choose to do so.
Can authorities order the trader to compensate consumers who have suffered harm as a result of the infringement?	<ul style="list-style-type: none"> • The administrative authority can order the trader to refund, replace or repair purchased faulty goods if there is no dispute between the parties regarding the existence of the fault or the consumer is able to prove beyond doubt its existence. • The administrative authority can also order the trader to refund the consumer when the consumer withdraws from the contract. • The administrative authorities and courts do not have the power to order compensation to consumers in case of other infringements. The consumer is required to seek compensation by himself. • The consumer is entitled to restitution of profits only in a general claim for civil damages, but not via an order of an administrative authority to the trader to comply with the law. • Payments to public purse are possible through fines and in case of consumer's general claim for civil damages, as a means to force the trader to comply with the judgment if he refuses to do so of his own accord.
Can the administrative authorities or the courts require the publication of their decisions?	<ul style="list-style-type: none"> • The courts may require publication of their final decision in case of a cease-and-desist judgment. In case the court requests a publication, the publication costs are to be borne by the trader. Such publication needs to be requested by the plaintiff in the lawsuit, the court cannot decide <i>ex officio</i>. • The administrative authorities may publish their decision or its summary if they consider it necessary in order to protect rights of others. The decision can be published in the trader's business premises, in the media or in another suitable way. The publication costs are to be borne by the trader.
IV. OTHER TYPES OF ENFORCEMENT	
Are there any self-regulatory enforcement systems in your jurisdiction that deal with aspects of the Directives?	<ul style="list-style-type: none"> • As regards the enforcement of advertising regulations, there is the Slovenian Chamber of Advertisers (<i>Slovenska oglaševalska zbornica</i>; the "SCA"), which adopted Slovenian Advertisers' Codex. Within the SCA the Advertisers' Tribunal (<i>Oglaševalsko razsodišče</i>; the "Tribunal") operates which (i) decides in complaints regarding advertisements, (ii) gives advice regarding compliance with legislation before airing advertisements and (iii) gives opinions regarding compliance with legislation upon request of MI or consumer organisations. The Tribunal does not have the power to

<p>Are there any out-of-court dispute settlement bodies available that deal with aspects of the Directives? (e.g. mediation, conciliation or arbitration schemes ombudsmen)?</p>	<p>impose sanctions, it only gives recommendations. The Tribunal's decisions can be found (in Slovene only) at: http://www.soz.si/oglasevalsko_razsodisce/arhiv-razsodb.</p> <ul style="list-style-type: none"> • Out-of-court dispute settlement has been implemented in Slovenia with the Out-of-Court Resolution of Consumer Disputes Act. Out-of-court dispute settlement bodies in Slovenia are competent to decide in business to consumer disputes initiated by the consumer, except in the field of medical services and public services without economic interest. • The proceedings can only be initiated by the consumer and cannot be anonymous. Cooperation of the trader is voluntary, unless otherwise dictated by law or EU regulation. • The decision is binding for both parties if they had been made aware of the consequences of a binding decision and they agreed to it in writing. The decision is however binding for the trader even without his written consent if he accepts the binding effect of the out-of-court dispute settlement body's jurisdiction in the disputed contract. A binding decision of the out-of-court dispute settlement body has the same power as a judgment of a court, meaning each of the parties can use the same legal methods to ensure compliance as they would in case of a judgment. A non-binding decision is considered a recommendation or a proposed solution to the dispute. • Traders are obliged to inform consumers which out-of-court dispute settlement body they accept as competent if they choose one. If not, they are obliged to inform they do not consider any out-of-court dispute settlement bodies competent. A breach of this requirement results in a fine of up to EUR 500. • According to information on the website of the Ministry of economic development and technology, there are 7 registered out-of-court dispute settlement bodies operating in Slovenia: <ul style="list-style-type: none"> i. European Centre for Dispute Resolution (<i>Evropski center za reševanje sporov</i>); ii. PERSVET Education LLC (<i>PERSVET, izobraževanje, d.o.o.</i>); iii. Bank Association of Slovenia (<i>Združenje bank Slovenije</i>); iv. Slovenian Insurance Association (<i>Slovensko zavarovalno združenje</i>); v. Law Office Devetak and Partners LLC (<i>Odvetniška pisarna Devetak in partnerji, d.o.o.</i>); vi. Slovenian Investment Fund Association (<i>Združenje družb za upravljanje investicijskih skladov</i>); vii. Attorney Simona Goriup (<i>Odvetnica Simona Goriup</i>). • Opinions of Association of Slovenian Banks are available at: http://www.zbs-giz.si/zdruzenje-bank.asp?StructureId=1283. Slovenian Insurance Association had 63 requests of dispute settlement in 2016, none of them were cross-border disputes. They have not published any opinions, their report is available at: http://www.zav-zdruzenje.si/izvensodno-resevanje-potrosniskih-sporov/. Other out-of-court dispute settlement bodies either have not published their decisions or have not had any requests for dispute settlement.
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