



**Slovenia**

# COMMERCIAL WARRANTIES

*Check List  
for consumers*

**Commercial  
warranties  
and additional  
services offered  
against payment -  
are they worth the  
money?**



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Help and advice  
for consumers  
in Europe





When you purchase an item, it is not unusual for the seller to propose a specific commercial warranty or an insurance policy, (sometimes also called an extension of the legal guarantee if it is offered for free).

They have become important selling points especially for household appliances and electronic goods. If you have spent quite a lot of money on your purchase, you might be tempted by this kind of service. Commercial warranties vary between countries. In some countries it is more common for them to be offered against payment than in others. In some they can only be offered free of charge. But if you have to pay for them, are they worth the money? **Are they really better than the protection already offered by law in the European Union, Iceland and Norway?**

***BEFORE SIGNING UP, THE ECC-NET INVITES YOU TO ASK YOURSELF THESE QUESTIONS!***

**Do you know that every consumer has a legal right to complain if an item he/she purchases turns out to be defective?**

**Every commercial warranty should provide additional benefits to those mentioned above, but the provider is free to fix the conditions.**

Therefore, as a minimum you should check the following:



### Check list for consumers

Commercial warranties and additional services offered against payment - are they worth the money?



You have a legal right to receive a product which conforms to the description given by the seller, which has the characteristics you might reasonably expect it to have and which is fit for purpose. **This legal guarantee has a duration of 2 years from the date of purchase or delivery, or 1 year for second-hand products.**

Particularly beneficial to consumers is the fact that all defects which appear within the first 6 months are presumed to have existed on the day of purchase and the seller is liable unless he/she can prove that the defect could not have arisen through normal use of the item.

Under the legal guarantee you have the **right to a free repair or replacement, or a partial or total refund**. The seller must implement the solution within **8 days**. In the case of a replacement, a new guarantee period comes into force for the replaced product or product part.

If the defect arises more than 6 months after purchase or delivery you will have to prove that the item did not meet requirements, usually by getting an independent expert to perform a technical examination of the product. The Ministry of Justice has an official list of independent court experts whom consumers and sellers can contact. Please note, however, that the costs of consulting a court expert can be very high.

**This legal guarantee is mandatory and no seller can claim otherwise or reduce its duration!**

Under the Slovenian Consumer Protection Act, consumer purchases of certain technical products are also covered by an obligatory 1-year guarantee issued by the producer. During this 1-year period the consumer is entitled to have any defects put right for free within 45 days. If this requirement is not met, the consumer has the right to choose between a repair or replacement or a partial or total refund.

**Do you already have warranty coverage or insurance for the item you are going to purchase?**

Did you check your credit card conditions, for example, or your home insurance?

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**Has the seller informed you about the legal guarantee to which you are entitled?**

Does the seller at least point to the general terms and conditions where a reference is made to the legal guarantee?

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**Who is offering the commercial warranty/insurance policy?**

The seller, the producer, a third party or an insurance company?

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**How much does the warranty/insurance policy cost?**

According to the Slovenian definition of commercial warranty, it must be free of charge. If a seller charges for a "warranty" with a duration of longer than two years, a different term should be used, for example, insurance.

If it is offered against payment, if possible, compare the price with how much your item is likely to be worth by the end of the cover period.

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**What is the duration and the starting point of the commercial warranty/insurance policy?**

The provider is free to determine the duration of the warranty/insurance policy which often depends on the type of item it covers. If it covers the same period as the legal guarantee it is not necessarily any more advantageous, unless you do not need to prove the existence of a defect even after the first six months from purchase.

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**What services are offered under the commercial warranty/insurance policy?**

For example, immediate refund, or no repair but automatic replacement? If it offers the exact same hierarchy of remedies as the legal guarantee, the commercial warranty/insurance policy might not be very advantageous, unless its duration is longer.

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### ***What defects and situations are covered?***

For example, does it cover accidental damage or other issues not usually covered by the legal guarantee?

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### ***What is excluded?***

You may find surprising exclusions which make the commercial warranty/insurance policy worthless. Warranties and insurance do not usually cover incorrect fitting or installation, unauthorised use, shocks to the item, wear and tear, modifications to the item, or cases where you try to repair the item yourself or have an unauthorised service repair it. Look out for other exclusions.

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### ***What costs are covered?***

Spare parts and labour, transport costs of the repairer, or shipping costs for returning the item? If only spare parts are covered you will have to pay for the rest. Labour costs might be far more expensive than spare parts. How much will you have to pay for shipping, technical examination of the item, etc.?

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### ***If you purchase cross-border are there any geographical restrictions to coverage under the commercial warranty/insurance policy?***

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### ***How easy is it to make a claim under the commercial warranty/insurance policy?***

Whom do you have to contact and how? What is the time frame for notifying the seller of a defect? Do you need to send your item back? How long does repair or replacement take on average?

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### ***Will you be offered any assistance during repair or replacement?***

Will you be offered a courtesy replacement while you are waiting, for example?

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### **Check list for consumers**

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The seller has to inform you of the existence of the legal guarantee, the after sales service and the terms and conditions of the commercial warranty/insurance policy **before you are bound by contract**.

## Useful information:

If you opt for a product with a commercial warranty or you take out insurance on a purchase, request a written document. The seller has to provide the commercial warranty/insurance policy in a written document or a durable and accessible format. Keep any advertising or brochures you have been given if their content differs from that of the warranty/insurance document. Also, once the item is delivered, keep a copy of any warranty/insurance policy information on the packaging. This might come in handy for proving your rights if you make a claim under the warranty/insurance policy.

### *When is an item faulty in the sense of the legal guarantee?*

A product is faulty if it does not comply with the given description or if it cannot be used for normal purposes or the specific purposes requested by you to the seller. The product is also faulty if it is not of normal quality and does not perform as can be reasonably expected.

### *What to do if the item is faulty?*

Assert your rights by contacting the seller within 2 months of noticing the defect. Keep a copy of the correspondence and, if applicable, the acknowledgement of receipt. Ask for the remedies under the legal guarantee of conformity, the obligatory guarantee for technical products or your commercial warranty/insurance policy to be implemented by a certain deadline. Be aware that the seller must provide the remedies specified under the legal guarantee of conformity within 8 days and without significant inconvenience to the consumer. Under the obligatory guarantee, the deadline for putting right any defects is 45 days. The legal guarantee of conformity and obligatory guarantee have to be provided free of charge. This includes shipping costs for sending back the item. Under the commercial warranty/insurance policy refer to the written documentation you were given. If no time frame is indicated, fix a reasonable time limit yourself, 14 days for example.



### What to do if your claim is refused?

Send a formal letter of notice informing the seller/producer/guarantor/insurance provider that you will start proceedings if your claim is not satisfied immediately. To try to resolve matters quickly, fix a final deadline, which should be reasonable but tighter than the first one.

### What to do if the repair is only partially covered and you are asked to pay the difference?

Under the legal guarantee of conformity and obligatory guarantee provisions, the seller has to provide remedies free of charge. If you have requested a repair under the commercial warranty/insurance policy, refer to the documentation to check which costs are covered. If, for instance, you are covered for spare parts and labour costs but you are asked to pay the labour costs, refuse and refer to the terms of your contract.



If you cannot reach an amicable solution with a seller based in another European Union Member State, Iceland or Norway, contact your European Consumer Centre.

**You will find the full list of addresses on**

[www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/guarantees-and-warranties](http://www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/guarantees-and-warranties)

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