



Press and Information

Court of Justice of the European Union  
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Judgment in Case C-162/13  
Damijan Vnuk v Zavarovalnica Triglav d.d.

## **The Court clarifies the scope of the protection of victims of accidents caused by vehicles**

*Compulsory insurance against civil liability in respect of the use of vehicles has to cover any accident caused in the course of the use of a vehicle that is consistent with the normal function of that vehicle*

An EU Directive<sup>1</sup> provides, inter alia, that each Member State is to take all appropriate measures to ensure that civil liability in respect of the use of vehicles normally based in its territory is covered by insurance. The extent of the liability covered and the terms and conditions of the cover are to be determined on the basis of these measures.

Under Slovenian Law on compulsory motor vehicle liability insurance, the owner of a vehicle must take out insurance covering liability for damage caused by the use of the vehicle to third parties resulting in death, physical injury, invalidity, loss of or damage to property, with the exception of liability for damage to property which the proprietor has agreed to transport.

In August 2007, when bales of hay were being stored in the loft of a barn, a tractor to which a trailer was attached, which was reversing in the farmyard in order to position the trailer in that barn, struck the ladder on which Mr Vnuk had climbed, causing him to fall. Mr Vnuk brought an action seeking €15 944.10 as compensation for his non-pecuniary damage, together with default interest, against Zavarovalnica Triglav, the insurance company which had insured tractor.

That application was dismissed on the ground that a compulsory insurance policy in respect of the use of a motor vehicle covered damage caused by the use of a tractor as a means of transport, but not damage caused when a tractor is used as a machine or propulsion device.

The Vrhovno sodišče (Supreme Court, Slovenia), before which an appeal on a point of law has been brought, asks the Court of Justice whether the concept of 'use of vehicles' used in the Directive covers the manoeuvre of a tractor in a farmyard in order to bring the trailer attached to that tractor into a barn.

In its judgment delivered today, the Court observes, first of all, that the definition of the concept of 'vehicle' within the meaning of the Directive is unconnected with the use which is made or may be made of the vehicle in question. Consequently, the fact that a tractor, possibly with a trailer attached, may, in certain circumstances, be used as an agricultural machine has no effect on the finding that such a vehicle corresponds to that concept of 'vehicle'.

However, a tractor to which a trailer is attached is subject to the obligation to insure against civil liability only if it is normally based in the territory of a Member State which has not excluded that type of vehicle from that obligation.

Secondly, as regards whether the manoeuvre of a tractor in the courtyard of a farm in order to bring the trailer attached to that tractor into a barn is to be regarded as being covered by the

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<sup>1</sup> Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability (OJ, English Special Edition 1972 (II), p. 360).

concept of 'use of vehicles', the Court points out that that concept cannot be left to the assessment of each Member State.

The need for a uniform application of EU law and the principle of equality require the terms of a provision of EU law which makes no express reference to the law of the Member States for the purpose of determining its meaning and scope normally to be given an independent and uniform interpretation throughout the European Union; that interpretation must take into account not only its wording but also its context and the objectives pursued by the rules of which it is part.

The Court states within that context that the development of the EU legislation concerning compulsory insurance shows that the objective of protecting the victims of accidents caused by vehicles has continuously been pursued and reinforced by the EU legislature.

Consequently, the view cannot be taken that the EU legislature wished to exclude from that protection injured parties to an accident caused by a vehicle in the course of its use, if that use is consistent with the normal function of that vehicle.

Lastly, the Court states that Slovenia did not exclude any type of vehicle from the obligation to insure against civil liability. Furthermore, the accident which gave rise to the dispute in this instance was caused by a vehicle reversing, for the purpose of taking up a position in a specific location, and, therefore seems to have been caused by the use of a vehicle that was consistent with its normal function, this, however, being a matter for the national court to determine.

The Court holds that the concept of 'use of vehicles' in the Directive covers any use of a vehicle that is consistent with the normal function of that vehicle. That concept may therefore cover the manoeuvre of a tractor in a farmyard in order to bring the trailer attached to that tractor into a barn, as in this case, which is a matter for the national court to determine.

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**NOTE:** A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of a European Union act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text](#) of the judgment is published on the CURIA website on the day of delivery.

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