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February 2025

SERNAC ISSUES THE FIRST INTERPRETATIVE RULINGS OF 2025

In exercise of its interpretative powers (mandatory only to Service officials), the National Consumer Service ("SERNAC") has issued four interpretative rulings, answering requests from citizens regarding the meaning and scope of Law No. 19,496 Consumer Protection Law ("CPL") in different matters.

The four interpretative rulings are the following:

Interpretative ruling on the calculation of the term for exercising the right of withdrawal

The SERNAC refers to the calculation of the 10-day period for exercising the right of withdrawal, stating that it must be calculated in calendar days.

Although article 3 bis of the CPL does not explicitly specify how this period should be calculated, the Service analyzed the CPL, the general provisions of the Civil Code, and national jurisprudence, concluding that it is calendar-day term.

For the consumer to be within the established term, it is sufficient for them to express their intention to unilaterally terminate the contract, using the same means they employed to enter into it.

Review the complete content of this ruling in the following link .

Interpretative ruling on security duties in private parks

SERNAC refers to the safety duties that service providers must fulfill when offering recreational services in private parks. The Service notes that there are different duties depending on the services provided and the specific conditions of the park, while limiting the interpretation to the safety duties concerning access and movement within the park.

The safety duties are:

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• Ensuring safety inside and at the access points of all spaces provided for consumers.
• Marking, maintaining, and caring for the paths and/or roads inside the park that are designated for consumer circulation.
• Having a safety procedure and/or protocol established.
• Providing basic first aid and support to consumers in the event of accidents.
• Providing all necessary information to consumers regarding the use of the service.

Review the complete content of this ruling in the following link .

Interpretative ruling on the duties of providers in relation to Article 12 C

In accordance with the final paragraph of Article 12 C of the CPL, SERNAC has specified the way the provider of new motorized vehicles must fulfill the obligation to provide a replacement vehicle to consumers, clarifying that the replacement must meet the specific conditions of the vehicle subject to repair.

In the exercise of the legal warranty, the provider may not impose additional requirements beyond those set forth in the applicable regulations; and, in the context of the conventional warranty, the provider may not impose conditions or requirements beyond those previously communicated to the consumer at the time of contracting, which are necessary for the validity of the warranty.

Review the complete content of this ruling in the following link .

Interpretative ruling on the scope of the right to a refund of the amount paid when exercising the legal warranty in the purchase of automobiles

SERNAC clarifies the scope of the "refund of the amount paid" option within the framework of the legal warranty in the purchase of automobiles, specifying that the provider must reimburse the consumer both the price of the vehicle and the applicable taxes (such as VAT), which are already included in the offered price.

The Service indicates that, although expenses arising from the act of consumption do not form part of the "refund of the amount paid," they may be classified as consequential damages suffered by the consumer, thereby allowing the consumer to request compensation

for damages from the non-compliant provider.

Review the complete content of this ruling in the following link .

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