

International **Comparative** Legal Guides



Consumer Protection **2020**

A practical cross-border insight into consumer protection law

First Edition

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1 General

1.1 What legislation, regulations and guidelines are relevant to consumer protection in your jurisdiction?

For consumer protection, the following legislation, regulations and guidelines are applicable:

- Law No. 19,496 on the Protection of Consumer's Rights (the "Law").
- Decree No. 41 of 2012 of the Ministry of Economy, regarding the "Sernac Seal".
- Decree No. 42 of 2012 of the Ministry of Economy, regarding the information to be provided to consumers of mortgage loans.
- Decree No. 43 of 2012 of the Ministry of Economy, regarding the information to be provided to consumers of consumer loans.
- Decree No. 44 of 2012 of the Ministry of Economy, regarding the information to be provided to consumers of banking and non-banking credit cards.
- Decree No. 62 of 2020 of the Ministry of Economy, regarding the "Do Not Disturb" or "Antispam" System.
- Law No. 20,855, which regulates the release of mortgages and pledges that guarantee loans.
- The Interpretative Guidelines of the National Consumer Service:
 - on the scope and content of Compliance Plans;
 - on the right to quality and suitability, and the guarantees regime;
 - on the "good commercial practices" for electronic commerce;
 - on advertising and commercial practices;
 - applicable for airlines and travel agencies;
 - applicable on tied and joint sales;
 - for the due release of guarantees;
 - applicable for supermarkets and stores;
 - applicable for the tickets industry;
 - on extrajudicial collections;
 - for the institutional relationship with companies and key actors;
 - on Voluntary Procedures for the protection of the collective or diffuse interests of consumers;
 - on the offering of products or services paid in quotas;
 - on the general interest of consumers and its judicial actions;
 - on the continuity of services in exceptional events; and
 - on the scope of article 25 A of the Law.

1.2 What is the definition of "consumer" (i.e., who does consumer protection law protect)?

Article 1 No. 1 of the Law defines consumers as all individuals or legal entities that, through any onerous legal act, acquire, use or benefit from goods and services as **end-users**. The rule then states that in no case can suppliers be considered as consumers.

However, certain companies may be considered as consumers, even when they are not end-users of goods or services, since according to article 9 of Law No. 20,416, micro and small companies occupy a similar role to consumers in respect of their commercial relations with their suppliers and, therefore, the Law is applicable for such relations.

A company will qualify as a **micro company** when their annual income from their sales is under 2,400 "Unidades de Fomento" ("UF") (approx. USD 80,000), and will qualify as a **small company** when their annual income from their sales is over UF 2,400 and under UF 25,000 (approx. USD 835,000). Companies dedicated to real estate or financial activities, and companies that own or exploit stocks or shares, whose annual income from said activities is at least 35% are exempted from this regulation. Additionally, companies with more than 30% of their paid capital consisting of shares of companies with stock prices also cannot be classified as small-sized companies.

The general application of the Law to legal entities as consumers is still a discussed matter in Chile. However, please note that most of the Chilean doctrine understands that legal entities carrying out acts **for or related to** their business or professional activities will be excluded from the concept of "consumer".

1.3 Who is/which entities are required to comply with consumer protection law?

Suppliers are required to comply with the provisions of the Law. Suppliers are individuals or legal entities, public or private, which regularly perform activities of production, manufacture, importation, construction, distribution or commercialisation of goods or services to consumers, for which they charge a price or fee.

1.4 Which agency/agencies is/are responsible for enforcing consumer protection law (i.e., who is the investigator and who is the adjudicator)?

The National Consumer Service ("Sernac") is the agency responsible for overseeing the Law. *Sernac* does not have direct enforcing powers. The Law is enforced by the competent courts of law depending on the respective procedure.

1.5 Are there any specific bodies that regulate/enforce consumer protection law in specific sectors?

There are other bodies that regulate and enforce specific aspects of certain types of goods that have a direct relation to consumers, such as: electric goods, i.e. the Superintendence of Electricity and Fuels; and dangerous products and food products, i.e. the Regional Offices of the Ministry of Health (“*Seremi*”), among others.

2 Substantive Provisions

Protections in relation to the quality and function of goods and services

2.1 Please describe any protections regarding the quality and function of goods and services acquired by consumers.

The Law provides that consumers have a right to the quality and functioning of goods and services offered by suppliers. If there is a breach in the quality and/or functioning of the goods and services consumed, the Law provides legal and voluntary guarantees, which are described in the following paragraphs.

2.2 Please outline the substantive tests for these protections.

Consumers have a legal guarantee that allows them to request one of the following options, in case of breaches of the quality or functioning standards (apart from the reparation and compensation of the damages suffered): (i) free reparation; (ii) replacement; or (iii) reimbursement of the paid amount. This guarantee must be exercised within the next three months after receiving the product.

2.3 What types of goods and services are covered by the protections relating to the quality of goods and services?

In general, all goods and services are covered by the protections related to the quality contained in the Law, except for the quality of certain goods and services covered by special regulations, i.e. educational services.

2.4 Are there any exceptions to these protections?

Yes. Second-hand or used goods are exempted from legal guarantee if such characteristic has been properly and previously informed by the supplier.

2.5 What remedies are available for a breach of the protections in relation to the quality and function of goods and services?

Consumers have a legal guarantee that allows them to request one of the following options, in case of breaches of the quality or functioning standards: (i) free reparation; (ii) replacement; or (iii) reimbursement of the paid amount. This guarantee must be exercised within the next three months after receiving the product. According to the general rules, consumers may also demand reparation and compensation for the damages caused by the breach of quality or function rules, if applicable.

In cases regarding perishable products, the term to exercise the legal guarantee is the term informed in its label or packaging, or, in its default, a period of seven days.

In case of defects in the provision of services, consumers have a legal warranty of 30 days to file a complaint, by which they can request the reimbursement or a rendering of the service.

Suppliers may also offer a voluntary guarantee, which in no case should be less advantageous than the legal guarantee.

2.6 Who has or which agencies have standing to initiate proceedings for a breach?

(i) Consumers; (ii) *Sernac*; and (iii) consumers’ associations have standing to initiate proceedings.

2.7 Describe at least two examples of public or private enforcement of these protections in the last five years, including the conduct/alleged conduct, result and penalties imposed.

The following are two examples of the aforementioned protections being enforced:

(1) In 2018, *Sernac* filed a class action against an event producer, due to the deficient service and low quality of the contracted music event.

In 2019, the Court of Appeals of Santiago confirmed the first instance ruling which ordered the company to pay a fine of approximately USD 3,000, and to compensate the affected consumers with a variable amount depending on the ticket purchased, from USD 10 to USD 110. The company was also ordered to pay the judicial cost of the trial.

(2) In 2016, *Sernac* filed a class action against a sanitation company, due to deficient service and bad quality of the water supplied, which lasted for a period of four days.

The Court of Appeals of Copiapó confirmed the first instance ruling and ordered the company to pay a total amount of CLP 27,370,000 (USD 32,500 approximately), distributed to each affected consumer.

Protections/prohibitions in relation to the safety of goods and services

2.8 Please describe any protections regarding the safety of goods and services acquired by consumers.

Consumers have a basic right to safety in the goods and services acquired. In this regard, suppliers must take all necessary measures to ensure the safety of their consumers and to avoid causing harm to the health or physical integrity of consumers or to the environment.

The Law contains substantial provisions regarding the safety of goods and services, as described below (see question 2.9). Please note that these provisions will only be applied in silence or absence of special regulation.

A breach of the safety provisions may be sanctioned with a fine of up to USD 134,000 approximately.

2.9 Please outline the substantive tests for these protections.

From a consumer protection standpoint, the Law establishes the following provisions:

- **Regarding potentially hazardous goods**, suppliers must include safety warnings and instructions, in Spanish, for safe use of the goods. These warnings must be provided on the goods and/or in an instructions index contained inside the respective goods.
- **Regarding hazardous services**, the supplier must adopt all necessary measures to render the service in safe conditions, informing the user and any potentially affected individuals of the risks and the preventive measures that must be adopted.

2.10 What types of goods and services are covered by the protections relating to the safety of goods and services?

In general, all goods and services are covered by the Law's provisions related to safety. However, please note that there are certain goods that additionally must comply with special regulation, regarding the type of goods and the related market (i.e. electronic goods must obtain a certification from the National Agency of Electricity and Fuels, and cars and vehicles must be approved by the Ministry of Transport).

2.11 Are there any exceptions to these protections?

Yes. Whenever goods or services are ruled out by special regulation, the Law's provisions will not be applicable. For example, medicines and cosmetics are ruled out by regulation from the Ministry of Health or the Public Health Service and are controlled by such authorities and not by *Sernac*.

2.12 What remedies are available for a breach of the protections in relation to the safety of goods and services?

Suppliers are liable for any material and/or non-material damages caused to consumers due to a safety breach of goods or services.

An infringement of the obligation to include the safety warnings and instructions may be sanctioned with a fine of up to approximately USD 141,000.

The legal guarantees described above are also applicable.

2.13 Are there mandatory reporting requirements with respect to the safety of goods or services?

Yes. If a supplier acquires knowledge of unknown or unforeseen hazards or safety issues regarding goods or services already in the market, the supplier must inform the relevant authority, without delay, about such issue, i.e. the *Seremi* of the Ministry of Health if it is a safety issue regarding food products, and *Sernac*. The supplier must also adopt all the necessary preventive or corrective measures.

2.14 Describe any voluntary or mandatory product safety recall regimes.

After notifying the authority, the supplier can initiate a recall process of the affected goods in order to provide the necessary corrective measures, such as reparations, replacements, reimbursements and/or the disposal of goods. This process is coordinated and informed alongside *Sernac*.

Additionally, a Court of Law may order the recall of goods in the market, due to the results of technical reports during the

judicial process, by which it is determined that the respective goods are hazardous for the health or safety of consumers.

2.15 List at least two examples of public or private enforcement of these protections in the last five years, including the breach/alleged breach, result and penalties imposed.

The following are two examples of these protections being enforced:

- (1) In 2018, *Sernac* filed a class action against a football corporation, due to the non-compliance of safety measures in a sports event between two big football teams, which caused damages to a significant group of consumers. The Court of Appeals of Santiago condemned the company to pay a fine of approximately USD 9,000 and to repair the damages caused to consumers who acquired or pretended to acquire entries to the match.
- (2) As a reference, in 2019, *Sernac* received 114 security alerts that initiated recall campaigns, with more than 90% of them referring to safety issues in vehicles.

Prohibitions relating to "conduct" against consumers

2.16 Please describe any protections/prohibitions relating to the conduct of persons or businesses (e.g., manufacturers/retailers) which sell or supply goods and services ("Conduct") to consumers. For example, misleading and deceptive conduct, unconscionable conduct, etc.

Consumers have – and suppliers must comply with – the following basic rights, as established in article 3 of the Law: (i) the freedom of choice of goods and services; (ii) the right to timely and truthful information; (iii) to not be arbitrarily discriminated against; (iv) the right to safety in the consumption of goods and services, alongside protection of health and the environment; and (v) an adequate and timely reparation or compensation for all material and non-material damages.

The Law sets additional prohibitions and mandatory conduct for suppliers. For example, the prohibition of false and/or misleading advertising and the prohibition of tied sales, among others. For details of such conduct, please refer to question 2.17 below.

2.17 Please outline the substantive tests for the above-mentioned protections/prohibitions.

The substantive tests involve cooperation with the following:

- Prohibition from affecting dignity and privacy, through security and vigilance systems in commercial establishments.
- Prohibition from unjustifiably discriminating against consumers.
- Prohibition from charging a higher price than that exhibited, informed or advertised.
- Prohibition from conducting "tied sales", which means that the supplier is not entitled to condition the sale of a product with the purchase of another.
- Regarding extrajudicial collections, the supplier is prohibited from giving such actions the appearance of a judicial act. Communicating the payment default to third parties is also prohibited. It is mandatory for the supplier to only make such collections on working days and hours, without disturbing the privacy and normal development of the consumers' life.

- Prohibition from announcing false or misleading advertising.
- Consumers have the right to request the suspension of promotional and advertising communications sent through email, postal mail, fax, telephone calls or texts. If a consumer requested the suspension, the supplier is prohibited from issuing further promotional or advertising communications.

Please note that *Sernac* is constantly investigating advertising, finance products, complaints in certain markets and e-commerce practices.

2.18 Are there any exceptions/exemptions to the protections/prohibitions relating to Conduct?

No, there are not.

2.19 What remedies are available for a breach of the protections/prohibitions relating to Conduct?

Most breaches of these protections and prohibitions may be sanctioned with a fine of up to approximately USD 19,000.

False or misleading advertising through mass media may be sanctioned with a fine of up to approximately USD 94,000. However, if the false or misleading advertising refers to an aspect that affects the health or safety of consumers or the environment, the sanction can be a fine of up to approximately USD 141,000.

2.20 List at least two examples of public or private enforcement of the protections relating to Conduct in the last five years, including the breach/alleged breach, result and penalties imposed.

The following are examples of the aforementioned protections being enforced:

- (1) In 2017, *Sernac* filed a class action against a retail company, due to the presence of abusive clauses in credit card contracts. Such clauses allowed the supplier to charge commissions under the nature of interests and not as an economic consideration. The civil judge of Santiago: (i) declared the denounced clauses as abusive; (ii) condemned the supplier to pay a fine of USD 48,000 approximately; (iii) ordered the restitution of USD 70 to each credit card holder; and (iv) ordered the supplier to pay the judicial costs. Please note that more than 500,000 consumers were affected.
- (2) In 2016, in a class action filed by *Sernac*, the Supreme Court ruled that a professional institute had committed false advertising for promising an extensive employment potential, which ultimately did not exist. The rule sanctioned the institute with a fine of approximately USD 3,100 and awarded USD 519,630 in damages to the students.

Other protections/prohibitions

2.21 Does consumer law in your jurisdiction have any other prohibitions/protections not covered by the questions above? If so, please describe these prohibitions/protections.

Yes, there are other prohibitions and protections for consumers.

The Law provides extensive regulation of formal and substantial provisions regarding **standard form agreements**. The Law also stipulates that standard form agreements must not contain abusive clauses. A detailed explanation of these rules is provided in question 2.22 (1) and (2) below.

There are special provisions regarding the mandatory information that must be provided on standard form agreements of financial products. The catalogue is provided in question 2.22 (3) below.

The Law provides other provisions regarding the mandatory information that must be provided on promotions and offers, such as the validity of the promotion or offer and the terms and conditions of such promotion or offer.

Additionally, regarding promotions that include contests or draws, the supplier must inform consumers of the number of given prizes and the term to claim them, along with following the obligation to publish the results of the contest or draft.

2.22 Please outline the substantive tests for the above-mentioned protections/prohibitions.

The substantive tests are as follows:

- (1) Formalities for the standard form agreements must:
 - (i) be in clear and legible terms;
 - (ii) be in Spanish;
 - (iii) have a font size no smaller than 2.5 millimetres;
 - (iv) express any displayed measurements in the metric system; and
 - (v) express any price shown in Chilean pesos.
- (2) Abusive clauses in standard form agreements are defined as those which:
 - (i) allow the supplier to unilaterally and arbitrarily modify, suspend, or terminate a contract;
 - (ii) establish price increases for accessory products, unless they can be specifically and separately agreed;
 - (iii) burden the consumer with administrative deficiencies, omissions or errors, when they cannot be attributed to it;
 - (iv) invert the burden of proof against the consumer;
 - (v) contain absolute limitations of liability;
 - (vi) include blank spaces; and
 - (vii) are against good faith, causing an imbalance to the detriment of the consumer.
- (3) Legal requirements of financial standard form agreements:
 - (i) a summary sheet of its main clauses on the first page of the contract. The format and content of this sheet is established in Decree No. 43 of 2012 of the Ministry of Economy;
 - (ii) a detailed breakdown of all the costs associated with the credit or the financial product;
 - (iii) grounds for early termination by the provider;
 - (iv) the duration of the contract and the causes that allow the consumer early termination of the contract;
 - (v) an Annex specifying all the additional products contained in the contract, informing which are mandatory or voluntary;
 - (vi) if the provider has a Customer Service, its requirements and proceedings must be included in an Annex;
 - (vii) if the contract has the “*Sernac* Seal”;
 - (viii) power of attorneys contained in the contract; and
 - (ix) if the product or services considers commissions, fees, maintenance charges or other costs, they must be duly specified along with their adjustment mechanism. The adjustment mechanism must be based on objective conditions that must not depend solely on the provider’s decision and must be verifiable by the consumer.

2.23 Are there any exceptions/exemptions?

No, there are not.

2.24 What remedies are available for a breach of these protections?

The remedies will depend on which provision of the Law has been breached. Additionally, and if applicable, damages may be awarded, in all cases.

- The inclusion of abusive clauses is sanctioned with the declaration that the clause is invalid.
- Non-compliance with the mandatory information of standard form agreements for financial products can be sanctioned with a fine of up to approximately USD 94,000.
- Non-compliance with the rules of promotions and offers can be sanctioned with a fine of up to USD 19,000 and forced compliance with what was offered.

2.25 List at least two examples of public or private enforcement of these protections in the last five years, including the breach/alleged breach, result and penalties imposed.

The following are examples of the aforementioned protections being enforced:

- (1) In 2017, after *Sernac* filed a lawsuit against a retail store that provided credit cards for allegedly charging unjustified commissions that surpassed the maximum interest rate. The Supreme Court determined that the alleged clauses were abusive and declared their invalidity.
- (2) In 2016, the Supreme Court determined that a ticket company established abusive clauses in its privacy policy by having an extensive and undefined authorisation to process the consumer's personal data. The Supreme Court sanctioned the company with the invalidity of the privacy policy and a fine of approximately USD 3,100.

3 Enforcement Action and Remedies

Investigation of potential breaches

3.1 What powers does the consumer authority in your jurisdiction have to investigate potential breaches of consumer law? Describe the key steps in a typical investigation.

Sernac has the authority to request information from suppliers, who must respond in a term no longer than 10 business days.

Additionally, *Sernac* may inspect the suppliers and their representatives, who must provide and facilitate the necessary assistance to *Sernac*'s officials. The provider shall not refuse to provide any information required for the inspection. In this case, it is a duty of *Sernac*'s officials to inform the supplier about the matter of the inspection and to provide them with a copy of any issued minutes regarding their inspection.

It is also a duty of the officials to perform only strictly necessary actions. The supplier may denounce any abusive conduct experienced to the Regional Director of *Sernac*.

Sernac's officials are entitled to enter the supplier's facilities in their inspections and, if required, they may request judicial authorisation to use public force.

3.2 How is an investigation triggered (e.g. *ex officio*, whistleblower or complaint)?

Investigations may be triggered: (i) *ex officio*; (ii) by denunciations or whistleblowers; and (iii) by a consumer's complaint.

3.3 Describe any complaints procedure for (i) consumers, and (ii) businesses.

Consumers may file complaints directly to the suppliers, or through the system provided by *Sernac*.

In the latter case, the consumer may file an online complaint, which will be notified to the supplier. Counted from the notification, the supplier has a term of seven days to respond to the complaint, by either accepting or rejecting it.

Regarding complaints related to micro and small companies, the consumer cannot use the system provided by *Sernac*. The proceeding will be subject to the complaint procedure provided by the supplier.

3.4 What is the timeline for a typical investigation?

The length of an investigation varies, depending on the amount issued and responses to information requests. As a general rule, they do not last for more than three months.

3.5 Are there criminal penalties for non-compliance with a consumer law investigation? If so, provide examples where such penalties have been imposed.

No, there are not.

3.6 Can investigations be resolved by way of commitments or undertakings?

Yes, *Sernac* can achieve a commitment with the supplier.

Enforcement

3.7 How does the consumer authority(ies) seek to enforce consumer law (for example, by administrative decision or by commencing proceedings in court)?

Sernac does not have direct enforcing powers. The enforcement of the Law may be reached through: (i) a proceeding before a Local Courthouse; (ii) a class action before Civil Courts; or (iii) a collective voluntary process.

3.8 Are the consumer protection authority(ies) bound by a time limit to commence proceedings on breaches?

The time limits are defined by the statute of limitations, which are: (i) two years for pursuing infringement liability, counted from the cease of the infringement; (ii) five years to pursue civil contractual liability; and (iii) four years to pursue civil extracontractual liability.

3.9 Describe the enforcement powers/tools available to these bodies (civil, administrative, criminal).

Sernac only has administrative powers, which involve the inspection and information inquiries described above.

Sernac may also initiate a collective voluntary process, which is a type of mediation between the supplier and the affected consumers.

3.10 Where regulators/enforcement bodies have a choice of enforcement tools/powers, what considerations do they take into account in determining which tools/powers to use?

Sernac usually takes into account the number of affected consumers, the quantity of potential damages and the severity of the infringement, when using its powers.

3.11 Describe the relevant rules and procedures that must be followed by such bodies (e.g. administrative, judicial).

Sernac is entitled to initiate inspections and to send information enquiries as described above, based on the powers described in article 58 of the Law.

Additionally, *Sernac* may file judicial lawsuits before Local Courthouses based on the affection of the general interest of consumers, or file class action lawsuits before Civil Courts.

3.12 Is there a right to a stand-alone action and follow on right of action within consumer law? Who has standing to bring these actions?

Yes, the Law provides both stand-alone and follow on actions.

The Law entitles: (i) *Sernac*; (ii) affected consumers; and (iii) consumers' associations to file stand-alone actions. Class actions may only be filed by *Sernac*, a Consumer's Association or a group of 50 or more consumers.

Follow on class actions are recognised in the Law after a supplier has been firmly sanctioned for an antitrust infringement.

3.13 Is there a statute of limitations for bringing stand-alone or follow on right of actions?

The statute of limitations is: (i) two years for pursuing infringement liability, counted from the cease of the infringement; (ii) five years to pursue civil contractual liability; and (iii) four years to pursue civil extra-contractual liability.

3.14 Describe any international or regional cooperative mechanisms (e.g., MOUs) in which your jurisdiction is involved in the enforcement of consumer protection.

As of this date, there is only one international cooperation mechanism between *Sernac* and the consumer protection authority in Argentina for handling complaints.

Appeals

3.15 Describe any appeal processes.

The affected party, after a final ruling pronounced by a Local Courthouse or a Civil Court regarding class actions, may file an appeal before the competent Court of Appeals following the general rules on this resource.

Once the first instance file is delivered to the Court of Appeals, the Court will review it and then a hearing will be held. The Court of Appeals will have an oral hearing, in which the parties will declare their arguments for or against the appeal.

After the arguments' exposition, the Court of Appeals will rule a decision, either confirming or revoking the first instance ruling.

Exclusively regarding class actions, a cassation appeal or remedy may proceed before the Supreme Court.

3.16 Can consumers or retailers/manufacturers appeal decisions made by the consumer authority(ies) or by a court?

Yes, with the exception of proceedings carried out before Local Courthouses, with a value of USD 625 (approximately) or less.

3.17 Does an appeal suspend the effect of any penalty/the requirement to pay any fine?

Yes, it does.

4 Anticipated Reforms

4.1 Are there any proposed reforms to consumer law or policy within the next 12 months?

Yes, there are several bills of law that seek to reform consumer law.

The most relevant bill is the "Pro-Consumer Agenda", which seeks to facilitate the termination of contracts, establish an electronic central system for medical prescriptions, strengthen the right of withdrawal, improve compensation for the overselling of airplane tickets, and support the right to choose the guarantee to be exercised – either a voluntary or legal guarantee.



Guillermo Carey is a Partner of Carey and co-head of the firm's Intellectual Property and Information Technology, and Venture Capital and Private Equity Groups. He is also head of the Life Sciences Group. His practice specialises in intellectual property, life sciences, IP litigation, licensing, distribution and franchise agreement, data privacy, technology law, trademarks, patents, electronic commerce, technology transfer and data protection. Guillermo has advised high-impact Chilean technology companies on technology transfer and their internationalisation. He has also advised the Chilean Government on various fronts related to IP and transfer of technology.

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María José Martabit's practice focuses on legal advisory on matters of consumer law and advertising legislation, including digital marketing, product liability, recalls, adhesion contracts, and e-commerce platforms. Additionally, her practice includes advice on legal defence of companies before collective or individual actions, information requirements of authorities on consumer matters, preventive actions, mediations or complaint procedures before the National Consumer Service ("Sernac") and the Self-Regulatory and Advertising Ethics Council ("CONAR"). In addition, her general practice includes advice on intellectual and industrial property issues as well as litigation, unfair competition, licensing, distribution and franchising, among other subjects.

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Carey is Chile's largest law firm, with more than 270 legal professionals. Carey is a full-service firm. The corporate, litigation and regulatory groups include highly specialised attorneys covering all areas of law.

The firm's client list includes some of the world's largest multinationals, international organisations, and important local companies and institutions.

The firm's lawyers have graduated from the best law schools in Chile and most of its mid- and senior-level associates have graduate degrees from some of the world's most prominent universities. Several are also currently university professors.

Carey has a strong practice in consumer law and advertisement. Particularly, the team supports clients with analysis of advertisement, product liability, safety alerts and recalls, revision of standard form agreements and abusive clauses, import and commercialisation of products into the Chilean market and e-commerce, among others.

The team also has broad litigation experience related to product liability, misleading advertisement and class actions, among several others, including a long history of assistance in procedures that involve *Sernac* and/or other relevant authorities.

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