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Republic of Latvia

Cabinet
Regulation No. 631
Adopted 1 August 2006

Procedures for the Submission and Examination of Consumer Claims Regarding the Non-conformity of Goods or Services with Contract Provisions

*Issued pursuant to
Section 27, Paragraph three of the
Consumer Rights Protection Law*

I. General Provisions

1. These Regulations prescribe the procedures for the submission and examination of consumer claims regarding the non-conformity of goods or services with contract provisions (hereinafter – a claim) and the organisation of the expert-examination of goods or services.

II. Submission of a Claim Application

2. A consumer shall submit a claim to a manufacturer, a vendor or a service provider at the legal address thereof or at the place of receipt of the service.

3. A manufacturer, a vendor or a service provider has a duty to accept and examine consumer claims. A consumer may express his or her claim orally or submit a written claim application (also sending by post).

4. If a manufacturer, a vendor or a service provider refuses to satisfy a claim in respect of the non-conformity of goods or services with the contract provisions expressed by a consumer orally or postpones the satisfaction of the claim until later, the manufacturer, vendor or service provider has a duty to inform the consumer of the right to submit a written claim application.

5. A consumer shall indicate in the claim application submitted in writing:

5.1. the name of the addressee (the manufacturer, vendor or service provider) of the claim application, for a natural person – the given name, surname;

5.2. the given name, surname and address of the place of residence of the consumer (the applicant of the claim);

5.3. the determined non-conformity of the goods or services with contract provisions;

5.4. the name, amount or number of units and identifying features of the goods or, when rendering a service, of the leased or newly manufactured, improved or modified object (hereinafter – an object) (if the goods are or object is returned to the manufacturer, vendor or service provider) or information regarding the possibility to access the goods or object, if, in submitting the claim application, it is not possible to present the goods or object due to practical reasons (heavier than 10 kg, installed in the place of residence);

5.5. documents or copies of the documents accompanying the claim application;

5.6. the date of submission of the claim application; and

5.7. information regarding the consumer's wish to apply for an expert-examination independently, if the manufacturer, vendor or service provider does not agree to satisfy the claim.

6. A consumer shall define a claim brought forward to a manufacturer, vendor or a service provider in a claim application. The claim application shall be drawn up in two copies. The claim application shall be accompanied by a copy of the transaction supporting document. If the result of the provided service is intangible, the consumer, in submitting the claim application to the service provider, shall append documents (if such exist) or copies of the documents, to which he or she refers to as the justification of the claim.

7. A consumer shall prepare a claim application in a free form or fill in a claim application form (Annex).

8. If the information referred to in Sub-paragraphs 5.1, 5.2 and 5.3 of these Regulations is indicated in a claim application and a copy of the transaction supporting document is appended thereto, it is prohibited to subordinate the satisfaction of the claim brought forward to any condition (formality).

9. In submitting a claim application to a manufacturer, a vendor or a service provider, a consumer shall:

9.1. present or hand over the goods or object; or

9.2. provide information regarding the possibility to access the goods or object, if, in submitting the claim application, it is not possible to present the goods or object due to practical reasons.

10. A claim application shall be signed by the consumer (applicant) or a representative thereof. If the claim application is signed by a representative of the consumer (applicant), the claim application shall be accompanied by a power of attorney confirming the right of representation.

11. A manufacturer, a vendor or a service provider, upon the receipt of a claim application, has the duty to do the following on the consumer's copy of the application:

11.1. to write the word "*Saņemts*" [received] or to put a stamp "*Saņemts*" [received] and to confirm the receipt by a signature;

11.2. to indicate the date of receipt of the application;

11.3. to indicate the given name, surname and position of the recipient of the application; and

11.4. to provide a short written visual evaluation of the goods, if the goods or object and the claim application are handed over concurrently.

12. If a consumer, in submitting a claim application, returns the goods or object to the manufacturer, vendor or service provider, the manufacturer, vendor or service provider shall ensure that the goods or object is not damaged or switched until handing over to the expert-examination and after receipt thereof from the expert-examination until returning to the consumer.

13. A manufacturer, vendor or service provider is not entitled to arbitrarily rectify the defects of the goods or services in contravention of the claim brought forward in the claim application.

14. An arbitrary rectifying of defects in contravention of the claim brought forward in the claim application shall not release the manufacturer, vendor or service provider from the duty to satisfy the claim brought forward in the claim application. Expenditure resulting from arbitrary rectifying of defects shall not be reimbursed by the consumer.

III. Examination of a Claim Application

15. A manufacturer, a vendor or a service provider shall provide the consumer with a written answer regarding a decision taken in respect of a claim brought forward in a claim application within a time period of 10 days from the receipt of the claim application if no mutual written agreement in respect of satisfaction of the claim or alternative way of satisfying the claim has been reached within the referred to period.

16. In coming to a written agreement with a consumer, also a longer period for the provision of an answer to a claim application may be specified.

17. If a manufacturer, a vendor or a service provider agrees to satisfy the claim of a consumer or comes to a written agreement regarding an alternative way of satisfying the claim, the manufacturer, vendor or service provider shall inform the consumer regarding the date of satisfaction of the respective claim in writing. The claim shall be satisfied within a time period of 7 days after the end of the term for provision of an answer to the claim application, if the parties have not agreed regarding other term in writing.

18. If a manufacturer, a vendor or a service provider refuses to satisfy the claim of a consumer, it shall provide the consumer with a justified refusal in writing.

19. If a consumer has not expressed a wish in the claim application to apply for an expert-examination of goods or services independently, the consumer, after the receipt of a refusal to satisfy the claim, shall submit a written answer to the manufacturer, the vendor or the service provider informing that:

19.1. the consumer wants to apply for an expert-examination of the goods or services independently;

19.2. the manufacturer, vendor or service provider is entitled to apply for an expert-examination of the goods or services.

20. If a consumer has expressed a wish to apply for an expert-examination of the goods or services independently and, in submitting a claim application, has handed over the object resulting from the goods or services to the manufacturer, vendor or service provider, the

manufacturer, vendor or service provider, upon the request of the consumer, shall return the handed over goods or object without delay.

21. If it follows from the nature or actual conditions of the service provided that, in performing an expert-examination, it is not possible to ascertain the non-conformity of the service provided with contract conditions, or if, in providing a service, a new object is not created or repaired, an object already existing is not improved, or if the result of the service provided is intangible, an expert-examination shall not be performed. the expenditure resulting from the performance of a useless expert-examination shall not be reimbursed.

22. If the performance of an expert-examination is useless, a manufacturer, a vendor or a service provider shall come to an agreement with a consumer regarding the type and (or) amount of satisfaction of the claim.

23. If a dispute regarding the usefulness of the performance of an expert-examination arises between a consumer and a manufacturer, vendor or service provider, the institution referred to in Paragraph 48 of these Regulations shall settle the dispute.

IV. Applying for an Expert-examination

24. If a consumer has expressed a wish to apply for an expert-examination of the goods or services independently, he or she is entitled to select one of the advisable performers of expert-examination indicated in the database of the institution referred to in Paragraph 48 of these Regulations. Upon the request of the consumer, the institution referred to in Paragraph 48 of these Regulations shall provide consultations for the selection of the possible experts.

25. If a consumer has not expressed a wish to apply for an expert-examination of the goods or services independently, a manufacturer, a vendor or a service provider, within a time period of 3 working days after receipt of the consumer's answer referred to in Sub-paragraph 19.2 of these Regulations, shall:

25.1. select one of the advisable performers of expert-examination indicated in the database of the institution referred to in Paragraph 48 of these Regulations;

25.2. apply for an expert-examination of the goods or services;

25.3. transport the goods or object subject to the expert-examination to the performer of the expert-examination, if the goods are a bulky commodity or weigh more than 10 kg or if the goods have been or object has been returned, in submitting a claim application, or notify the consumer where the goods or object subject to the expert-examination must be transported to, if it has not been returned, in submitting the claim application.

26. An application for the expert-examination of goods or services shall be submitted to the performer of the expert-examination in writing, indicating what is to be clarified during the expert-examination.

27. Documents necessary for the performance of the expert-examination shall be appended to an application for the expert-examination:

27.1. a copy of the claim application of the consumer;

27.2. a copy of the letter of the manufacturer, vendor or service provider to the consumer;

27.3. information regarding repair works carried out (where such exist);

27.4. technical specification documents (if such exist); and
27.5. copies of the contract or other documents, in which the requirements to be met by the goods or services subject to the expert-examination have been specified.

28. Where necessary, a performer of an expert-examination is entitled to request additional information regarding the goods or object submitted for the expert-examination.

29. If originals or copies of the documents referred to in Paragraph 27 of these Regulations are in a foreign language, an expert is entitled to request a translation thereof in the official language.

V. Procedures for Expert-examination

30. Expert-examination of the goods or services shall be performed in order to clarify:

30.1. the conformity of the goods or services with contract provisions (if no such provisions exist – conformity with normally expected requirements);

30.2. the type of the non-conformity with the contract provisions and the causes thereof;

30.3. the significance of the non-conformity with the contract provisions (it shall be clarified whether the non-conformity reduces the quality of the basic functional performance of the goods or services and whether it may be rectified without causing visually detectable changes in the appearance of the goods or object);

30.4. the degree of deterioration of the goods or manufactured new objects.

31. If a performer of the expert-examination, during the expert-examination for detection of the conformity, needs to perform tests or experiments by subjecting the goods or object to physical or chemical exposure, due to which the goods or object may be damaged or may partially lose the properties thereof, the performer of the expert-examination shall perform the test of the goods involving destructive control methods only with a written consent of the consumer.

32. A performer of the expert-examination shall perform the expert-examination and draw up an opinion of the expert within a time period of 1 month after applying for the expert-examination.

33. A performer of the expert-examination, within a time period of 5 days after the drawing up of the results of the expert-examination, shall issue, deliver or send 2 copies of the opinion of the expert-examination to the applicant of the expert-examination.

34. If a performer of the expert-examination is a manufacturer, vendor or service provider, it shall, without delay, but not later than within a time period of 3 working days after receipt of the opinion of the expert-examination, submit, deliver or send 1 copy of the opinion of the expert-examination to the consumer and, where appropriate, notify the consumer regarding the procedures for the receipt of the goods or object handed over for the expert-examination.

35. The costs of an expert-examination shall be covered by the expert-examination applicant, upon applying for an expert-examination. The expert-examination applicant who has paid the performer of the expert-examination for the costs of the expert-examination is entitled to request from the other party involved in the examination of the claim application to repay the

direct costs of the expert-examination if the non-justification of their view follows from the expert-examination opinion.

36. If an expert-examination has been applied for by a consumer and justification of his or her opinion follows from the opinion of the expert-examination, the manufacturer, the vendor or the service provider, within a time period of 7 days after receipt of the conclusion, has the duty to reimburse the direct costs of the expert-examination to the consumer.

37. If an expert-examination has been applied for by a manufacturer, a vendor or a service provider and justification of the opinion thereof follows from the opinion of the expert-examination, however a consumer refuses to reimburse the direct costs of the expert-examination to the expert-examination applicant, the expert-examination applicant shall collect them in accordance with the procedures specified by the Civil Law.

38. A performer of the expert-examination, upon the request of the institution referred to in Paragraph 48 of these Regulations, shall provide information regarding applying, performance and results of the expert-examination.

VI. Requirements to be Met by the Expert and Expert-examination Opinion

39. The following person who is included in a database of the institution referred to in Paragraph 48 of these Regulations is entitled to perform an expert-examination of goods or services:

39.1. a performer of the expert-examination; or

39.2. a certified expert or a conformity assessment institution accredited in accordance with the procedures specified in the regulatory enactments regarding conformity assessment.

40. A performer of the expert-examination shall be independent in the performance of the expert-examination and preparation of the opinion. The performer of the expert-examination shall be responsible for the veracity and impartiality of the expert opinion.

41. An opinion of the expert-examination of goods or services shall be drawn up in writing. The following information shall be indicated in the opinion:

41.1. the name of the firm of the performer of the expert-examination, the registration number and signature of the authorised person, if the performer of the expert-examination is a legal person;

41.2. the place and date of conduct of the expert-examination;

41.3. justification of the conduct of the expert-examination;

41.4. the person who has applied for the expert-examination;

41.5. data regarding the expert (given name, surname, education, speciality and sub-speciality, as well as the number of the certificate (where appropriate));

41.6. questions asked to the expert and justified answers thereto;

41.7. detected non-conformities with the contract provisions (types, causes and significance thereof);

41.8. methodology and (or) standards used in the expert-examination; and

41.9. the degree of deterioration of the goods or, when rendering a service, of the leased or newly manufactured, improved or modified object (where appropriate).

VII. Duties of a Manufacturer, Vendor or Service Provider, if Justification of a Claim Brought Forward in the Claim Application of a Customer Follows from the Opinion of an Expert

42. If it has been recognised in the expert-examination that a claim brought forward in a claim application of a consumer is justified or the institution referred to in Paragraph 48 of these Regulations has provided binding instructions to a manufacturer, vendor or service provider, the manufacturer, vendor or service provider shall, without delay, but not later than within a time period of 7 working days after receipt of the opinion of the expert-examination or binding instructions, satisfy the claim of the consumer.

43. If a manufacturer, vendor or service provider refuses in writing to rectify such non-conformity of the goods or services with the contract provisions, regarding which it has been recognised in the expert-examination that the claim of the consumer is justified, and the consumer himself or herself or with the help of the third person has rectified the non-conformity with the contract provisions, the consumer shall submit a claim regarding reimbursement of expenditure (appending a copy of the expenditure supporting document) to the manufacturer, vendor or service provider after rectifying the non-conformity of goods or services with the contract provisions.

44. A manufacturer, vendor or a service provider shall examine a consumer's claim regarding the reimbursement of the expenditure, which has been submitted in accordance with Paragraph 43 of these Regulations, and shall, without delay, but not later than within a time period of 3 working days from the receipt of expenditure supporting documents, reimburse the expenditure incurred by the consumer while rectifying the non-conformity of goods or services with the contract provisions.

45. If a manufacturer, vendor or service provider agrees to satisfy a consumer's claim, the consumer is entitled to submit a claim regarding the non-conformity of the goods or services with the contract provisions repeatedly within the period, which remains until the end of the term for the claim submission specified by law.

46. The period, which has passed from the day of the claim submission until the day when the non-conformity of goods or services with the contract provisions has been rectified, shall not be included in the term for the claim submission specified by law. A manufacturer, vendor or service provider shall indicate in the transaction supporting document the date when each non-conformity of goods or services with the contract provisions has been rectified.

47. If a manufacturer, vendor or service provider refuses to accept and examine a consumer's claim application or refuses to satisfy the consumer's claim, the justification of which has been confirmed in the expert-examination opinion, or otherwise fails to observe the procedures specified in these Regulations, the consumer may submit a complaint to the institution referred to in Paragraph 48 of these Regulations.

VIII. Competence of Supervision Institutions

48. The Consumer Rights Protection Centre or another institution, within the competence of which, in accordance with regulatory enactments, is the market surveillance in the relevant sector, shall:

- 48.1. in accordance with the competence thereof, establish, maintain, update and make public a database of the performers of expert-examination (hereinafter – a database);
- 48.2. examine submissions and complaints of consumers regarding violations of these Regulations;
- 48.3. provide binding instructions to the manufacturer, vendor or service provider, if the performance of the expert-examination is useless;
- 48.4. where appropriate, provide binding instructions to the manufacturer, vendor or service provider in respect of satisfaction of the consumer's claim; and
- 48.5. in accordance with the competence thereof, apply sanctions to the manufacturer, vendor or service provider for the non-compliance with these Regulations.

49. The Consumer Rights Protection Centre or another institution, within the competence of which, in accordance with regulatory enactments, is the market surveillance in the relevant sector, shall include, as well as exclude performers of the expert-examination from the database. A performer of the expert-examination is entitled to contest a refusal of registration or a decision regarding exclusion from the database in accordance with the procedures specified by regulatory enactments regulating the administrative procedures.

50. In order to register with the database, a performer of the expert-examination shall submit to the Consumer Rights Protection Centre or another institution, within the competence of which, in accordance with regulatory enactments, is the market surveillance in the relevant sector:

- 50.1. documents certifying accreditation (where appropriate);
- 50.2. a certification that the performer of the expert-examination may ensure the performance of particular expert-examinations;
- 50.3. a certification regarding the education and experience of the performer of the expert-examination in the particular field; and
- 50.4. information regarding the technical provision available for the performance of expert-examinations.

51. If changes to the information referred to in Paragraph 50 of these Regulations have been made, a performer of the expert-examination who is included in the database shall submit to the Consumer Rights Protection Centre or another institution, within the competence of which, in accordance with regulatory enactments, is the market surveillance in the relevant sector, an updated information.

52. The Consumer Rights Protection Centre or another institution, within the competence of which, in accordance with regulatory enactments, is the market surveillance in the relevant sector, shall exclude a performer of the expert-examination from the database:

- 52.1. on the basis of a submission of the performer of the expert-examination;
- 52.2. on the basis of evidence regarding the bias or unprofessionalism of the expert; or
- 52.3. if the performer of the expert-examination repeatedly does not comply with the procedures for the performance of the expert-examination and the drawing up of expert opinion referred to in these Regulations.

IX. Closing Provisions

53. The vendor or service provider shall draw up and place the text of these Regulations in the trading location or location of provision of services so that it would be conveniently available, visible and legible to a customer.

54. Cabinet Regulation No. 154 of 23 March 2004, Procedures for Submission of Consumer Claims Regarding Goods or Services not Complying with Contract Provisions and Organisation of Expert-examination of Goods or Services (*Latvijas Vēstnesis*, 2004, No. 48) is repealed.

Prime Minister

A. Kalvītis

Minister for Economics

A.Štokenbergs

Sample of a Claim Application

(name of the manufacturer, vendor or service provider)

(address)

(registration number)

(given name, surname of the consumer)

(address of the place of residence)

(telephone number)

Application of Claim

On _____ 200_ _____
(goods trading location or location of provision of services)

I purchased/ordered/entered into a _____
contract regarding/ (another type of entering into transaction)

(name, type, serial number and other information regarding the goods or object; type, nature and other information regarding the service)

Description of the non-conformity of the purchased goods or services with contract provisions

Due to this reason I request _____
(type of the claim)

In the Annex:

1. _____ (copy on ___ p.)

(name of the transaction supporting document)

2.

(other documents justifying the claim)

(copy on ___ p.)

(date of submission of the
claim)

(signature of the submitter of the claim)

Minister for Economics

A. Štokenbergs