Cognitio Juris
ISSN 2236-3009

CONSUMER VULNERABILITY IN CONSUMER RELATIONS: AN ANALYSIS OF THE BRAZILIAN LEGAL SYSTEM

A VULNERABILIDADE DO CONSUMIDOR NAS RELAÇÕES DE CONSUMO: UMA ANÁLISE DO ORDENAMENTO JURÍDICO BRASILEIRO

Artigo submetido em 15 de agosto de 2026
Artigo aprovado em 16 de agosto de 2026
Artigo publicado em 16 de agosto de 2026

Cognitio Juris
Volume 16 – Número 59 – 2026
ISSN 2236-3009

.

Autor:
Ythalo César Monteiro da Silva Pereira
Markus Samuel Leite Norat

.

ABSTRACT: This article investigates consumer vulnerability in consumer relations from the perspective of the Brazilian legal system. Starting from a historical analysis of the formation of Consumer Law, from its origins in Antiquity to its modern consolidation through the Consumer Protection Code (CDC), it demonstrates how vulnerability has become a fundamental pillar of consumer protection. The work examines the evolution of consumer relations in different historical periods, highlighting how events such as the Industrial Revolution and the Second World War transformed the dynamics between suppliers and consumers. It argues that vulnerability is not merely a personal characteristic of the consumer, but a structural condition inherent in modern consumer relations, resulting from the asymmetry of information, economic power, and legal knowledge. The 1988 Federal Constitution recognized the fundamental importance of this protection, elevating consumer rights to the status of a fundamental right. The Consumer Protection Code, in turn, functions as a legal microsystem that establishes basic rights, supplier responsibilities, and defense mechanisms. This article addresses essential concepts such as the definition of consumer, supplier, product, and service, analyzing the practical applicability of the Consumer Protection Code (CDC) in different consumer scenarios. Special attention is given to abusive commercial practices, misleading advertising, adhesion contracts, and abusive clauses, highlighting how these practices exploit the vulnerability of consumers. It concludes that a deep understanding of consumer vulnerability is essential for the effective application of protective norms and for the development of more robust public policies that guarantee the dignity and protection of consumer rights in contemporary Brazil.

Keywords: Consumer Vulnerability; Consumer Law; Consumer Protection Code; Consumer Protection; Abusive Practices.

RESUMO: O presente artigo investiga a vulnerabilidade do consumidor nas relações de consumo sob a perspectiva do ordenamento jurídico brasileiro. Partindo de uma análise histórica da formação do Direito do Consumidor, desde suas origens na Antiguidade até a consolidação moderna através do Código de Defesa do Consumidor (CDC), demonstra-se como a vulnerabilidade tornou-se um pilar fundamental da proteção consumerista. O trabalho examina a evolução das relações de consumo em diferentes períodos históricos, destacando como eventos como a Revolução Industrial e a Segunda Guerra Mundial transformaram a dinâmica entre fornecedores e consumidores. Sustenta-se que a vulnerabilidade não é apenas uma característica pessoal do consumidor, mas uma condição estrutural inerente às relações de consumo modernas, resultante da assimetria de informação, poder econômico e conhecimento jurídico. A Constituição Federal de 1988 reconheceu a importância fundamental dessa proteção, elevando o direito do consumidor ao status de direito fundamental. O Código de Defesa do Consumidor, por sua vez, funciona como um microssistema jurídico que estabelece direitos básicos, responsabilidades dos fornecedores e mecanismos de defesa. O artigo aborda conceitos essenciais como a definição de consumidor, fornecedor, produto e serviço, analisando a aplicabilidade prática do CDC em diferentes cenários de consumo. Especial atenção é dada às práticas comerciais abusivas, publicidade enganosa, contratos de adesão e cláusulas abusivas, evidenciando como estas práticas exploram a vulnerabilidade dos consumidores. Conclui-se que a compreensão profunda da vulnerabilidade consumerista é imprescindível para a efetiva aplicação das normas protetivas e para o desenvolvimento de políticas públicas mais robustas que garantam a dignidade e a proteção dos direitos dos consumidores no Brasil contemporâneo.

Palavras-chave: Vulnerabilidade do Consumidor; Direito do Consumidor; Código de Defesa do Consumidor; Proteção Consumerista; Práticas Abusivas.

1. INTRODUCTION

Consumer relations constitute a central phenomenon in the modern life of contemporary societies. From the dawn of industrialization to the present day, the dynamics between consumers and suppliers have undergone profound transformations that have shaped not only the economy but also the legal systems of all nations. Brazil, as a developing country integrated into the global economy, has not remained immune to these transformations, consolidating over time a specific normative framework to regulate consumer relations. The vulnerability of the consumer represents, in this context, the fundamental raison d’être of Consumer Law as an autonomous branch of the legal system.

Vulnerability is not simply an attribute of certain individuals, but a structural condition inherent in contemporary consumer relations. Consumers daily face situations in which they are at an informational, technical, and economic disadvantage compared to suppliers of products and services. This fundamental asymmetry justifies the need for a specific legal system that guarantees certain basic rights and establishes responsibilities for those who offer products and services to the consumer market.

The Consumer Protection Code (CDC), enacted in 1990, represents the most important regulatory milestone in Brazilian consumer protection. Structured as a legal microsystem, the CDC integrates principles, rights, and responsibilities in a coherent and systematic way, establishing the basis for a more balanced relationship between consumers and suppliers. The 1988 Federal Constitution had already recognized, in its article 5, item XXXII, the need for consumer protection as a fundamental right of Brazilian citizens, later consolidated in article 170, item V, as a principle of the economic order.

This article aims to systematically investigate how consumer vulnerability manifests itself in various forms of consumer relations, examining the legal mechanisms developed for its protection. Starting from a historical perspective that goes back to the first regulations of commercial relations up to the modern consolidation of Consumer Law, it seeks to demonstrate that understanding this trajectory is essential for an adequate analysis of the contemporary challenges faced by Brazilian consumers.

2. The Historical Origin of Consumer Law

2.1 From the First Civilizations to the Middle Ages

The need to regulate the relationships between those who trade goods and those who acquire them dates back to the dawn of human civilization. Long before the emergence of the modern concept of Consumer Law, various ancient legal systems already contained rules designed to protect those who bought products in markets. The Code of Hammurabi, one of the oldest known legal documents, dating from approximately 1700 BC, already established provisions to regulate the quality of products sold and the responsibilities of sellers.

In Ancient Rome, commercial relations became progressively more sophisticated as the empire expanded its territorial and commercial domains. Roman law, through institutions such as the actio redhibitoria (action for the return of goods due to hidden defects) and the actio quanti minoris (action for a price reduction), established mechanisms to protect buyers who purchased defective products. These institutions, while not exactly constituting what we know as modern Consumer Law, demonstrate that the concern for protecting the buyer is as old as organized commerce itself.

During the European Middle Ages, guilds played an important role in regulating trade relations. These associations of artisans established quality standards for the products offered, functioning as a primitive form of consumer protection. The guilds set prices, controlled the quantity and quality of production, and could impose sanctions on members who violated the established rules. This system of self-regulation, while also aimed at protecting the interests of the artisans themselves, helped to ensure that the products purchased by consumers met certain minimum quality standards.

2.2 The Industrial Revolution and the Transformation of Consumer Relations

The Industrial Revolution, which began in England in the 18th century and spread to the rest of Europe and later to the world, brought about a fundamental transformation in the relationship between producers and consumers. The advent of machines, large-scale production, and the concentration of capital dramatically altered the commercial landscape. The artisan who produced and sold their products directly was replaced by large factories that mass-produced goods destined for the market. This process created a separation between producer and consumer, eliminating the face-to-face relationship that was characteristic of previous commerce.

In this new context, the consumer found themselves at a more pronounced disadvantage. It was no longer possible to personally assess the quality of a product before buying it, especially in metropolitan markets where there was a large volume of production and distribution. Manufacturers, possessing greater economic and informational power, unilaterally imposed the terms of commercial transactions. The consumer's vulnerability at that time became structural: the average citizen had no way of knowing the details of a product's production, lacked the technical expertise to assess its quality, and faced a supplier who was interested in reducing production costs, even if it meant lower quality.

The 19th century, a period of consolidation of the Industrial Revolution, witnessed the emergence of significant problems related to product quality. Adulterated food, clothing made from inferior materials, and dangerous products were sold in markets without any effective control. Existing legislation, based mainly on traditional civil law concepts that presumed equality between contracting parties, proved inadequate to protect consumers from this new reality. Therefore, the first social movements for consumer protection began, especially in England and the United States, where consumer groups began to denounce deceptive and harmful commercial practices.

2.3 The 20th Century and the Emergence of Modern Consumer Law

The 20th century witnessed the formal birth of Consumer Law as an autonomous branch of the legal system. World War II (1939-1945) marked a decisive turning point in this process. During the conflict and especially in the post-war period, societies faced serious problems with the supply of basic products. Government rationing was implemented, and the parallel market ("black market") flourished, characterized by extreme exploitative practices. Those who managed to obtain products to sell charged astronomical prices to consumers desperate to obtain essential items.

After the end of the war, with economic recovery and the normalization of trade relations, a new and striking phenomenon emerged: the mass consumer society. For the first time in history, entire populations had access to a wide variety of consumer products, stimulated by sophisticated advertising and marketing techniques. Large corporations came to dominate entire markets, and advertising became a powerful tool in shaping consumer preferences. Simultaneously, sophisticated abusive commercial practices emerged: misleading advertising, defective products, and contractual clauses that transferred all risks to the consumer.

It was in this context that organized consumer movements emerged. In 1962, US President John Fitzgerald Kennedy, in a message to Congress, articulated for the first time at the governmental level the concept of fundamental consumer rights. Kennedy enumerated four basic rights: the right to safety, the right to information, the right to choose, and the right to a voice (the right to be heard on issues affecting them as consumers). This declaration became a fundamental reference point for the development of Consumer Law on an international scale.

European countries, especially Germany, Italy, and France, were pioneers in developing specific consumer protection legislation. The creation of the BEUC (Bureau Européen des Unions de Consommateurs) association in 1962 demonstrates the growing concern about consumer vulnerability. Latin American nations, including Brazil, closely observed these experiences and began to discuss the need for legal protection for their own consumers.

3. CONSUMER VULNERABILITY: CONCEPTUALIZATION AND FUNDAMENTALS

3.1 Concept of Vulnerability

In the context of consumer relations, vulnerability is not an individual or personal weakness of the consumer, but a structural and recurring condition inherent to the very dynamics of modern commercial relations. The Brazilian Consumer Protection Code recognizes this reality, establishing consumer vulnerability in Article 4 as a fundamental principle of the National

Consumer Relations Policy.

Vulnerability manifests itself in different dimensions. Informational vulnerability occurs when the consumer lacks adequate information about the product or service they are purchasing. In most cases, the supplier possesses technical knowledge and information about the product’s characteristics, risks, and shortcomings that the consumer does not have. This informational asymmetry creates a significant disadvantage: the consumer often cannot adequately assess whether they are getting a good deal or are exposed to disproportionate risks.

Technical vulnerability relates to the consumer’s inability to understand complex technical aspects of products and services. In an era of sophisticated technology, the average citizen cannot be expected to fully understand the workings of an electronic device, a pharmaceutical product, or the services offered by financial institutions. This technical inability leaves the consumer dependent on the information provided by the seller, creating opportunities for manipulation.

Economic vulnerability stems from the disparity in economic power between consumer and supplier. In most situations, the supplier is a large corporation with significant financial resources, while the consumer is an individual with limited resources. This disparity places the consumer in a weak bargaining position: if they do not accept the terms offered by the supplier, they will not obtain the desired product or service. Unlike negotiations between companies, where there is a certain symmetry of power and possibility of negotiation, the consumer is frequently faced with a “take it or leave it” situation.

Legal vulnerability refers to a lack of knowledge of consumer laws and rights. Most people are not versed in consumer law, do not understand their basic rights, and often do not know how to exercise them when necessary. This legal ignorance puts consumers at a disadvantage when facing disputes with suppliers, especially large companies with sophisticated legal departments.

3.2 Vulnerability and Credit

Consumer vulnerability intensifies significantly when credit transactions are involved. Credit, a central element of the modern economy, allows consumers access to goods and services they could not immediately afford. However, credit also amplifies the exposure of vulnerable consumers.

Financial institutions that offer credit often impose terms that explicitly favor their interests. High interest rates, clauses that allow for rate increases under certain circumstances, and long repayment periods create enormous amounts of interest paid by the consumer. The vulnerable consumer, often in a situation of urgency (needing money now) or need (their child needs medical treatment), accepts clearly unfavorable conditions.

Furthermore, many consumers do not fully understand what a 10% monthly interest rate means, what the final cost of a loan will be, or what alternatives are available. Misleading advertisements present “easy financing” without explaining the actual rates, creating false expectations among consumers about the real cost of the credit operation.

3.3 Vulnerability and Publicity

Modern advertising represents a powerful tool for manipulating consumer preferences and behaviors. Multimillion-dollar advertising companies employ psychologists, behavioral researchers, and sophisticated marketing professionals to create messages that appeal to consumers’ desires, fears, and aspirations. These messages are disseminated through multiple channels: television, radio, the internet, social media, and print media, creating a veritable saturation of advertising messages in contemporary life.

Vulnerability to advertising stems from several circumstances. First, many consumers cannot adequately distinguish between legitimate advertising and misleading messages. Second, sophisticated advertising techniques operate at the unconscious level, influencing behavior through association, emotion, and suggestion rather than through rational argumentation. Third, children and adolescents, in particular, are particularly vulnerable to advertising because they are still developing critical analytical skills.

The Consumer Protection Code recognizes this vulnerability by prohibiting misleading and abusive advertising. Misleading advertising is that which leads the consumer into error regarding fundamental characteristics of the product or the qualities of the supplier. Abusive advertising is that which exploits the consumer’s vulnerability in a way that disrespects human dignity.

4. The Consumer Protection Code as a Response to Vulnerability

4.1 Promulgation and Structure of the CDC

The Consumer Protection Code was enacted in Brazil through Law No. 8,078, of September 11, 1990, after years of debate in the national congress and mobilization of consumer protection organizations. The approval of the CDC represented formal recognition by the Brazilian State that specific legislation was necessary to protect the vulnerability of consumers in relation to suppliers of products and services.

The Consumer Protection Code (CDC) functions as a legal microsystem, that is, a coherent and systematic set of rules that form an integrated whole, operating according to its own logic and principles which, although integrated into the general legal system, maintain specific characteristics and objectives. This microsystem structure allows the CDC to be applied autonomously and coherently, without the need to constantly resort to common civil law, which presumes equality between the parties.

The CDC’s structure comprises: (i) Initial Provisions (articles 1 to 3); (ii) National Consumer Relations Policy (articles 4 to 6); (iii) Basic Consumer Rights (articles 7 to 17); (iv) Quality and

Safety of Products and Services (articles 18 to 25); (v) Civil Liability (articles 25 to 28); (vi) Commercial Practices (articles 29 to 41); (vii) Contractual Protection (articles 42 to 49); (viii) Administrative Sanctions (articles 50 to 60); (ix) Criminal Offenses (articles 61 to 75); (x) Consumer Defense in Court (articles 76 to 104); (xi) Appeals (articles 105 to 110); (xii) Final Provisions (articles 111 to 113).

4.2 Fundamental Concepts: Consumer, Supplier, Product and Service

Article 2 of the Brazilian Consumer Protection Code (CDC) defines a consumer as “any natural or legal person who acquires or uses a product or service as the final recipient.” The essential characteristic is being the “final recipient” of the relationship, meaning that the consumer does not acquire the good or service for resale or for integration into their own production process. A restaurant that buys food from a supplier is not a consumer of that food; it is a professional who uses it in their business. An individual who buys food at the supermarket for family consumption is a consumer.

Article 3 defines supplier as “any natural or legal person, public or private, national or foreign, as well as unincorporated entities, that develop activities of production, assembly, creation, construction, transformation, import, export, distribution or marketing of products or provision of services”. A supplier is, therefore, one who places products and services on the market. A product is defined as “a good, movable or immovable, tangible or intangible”, while a service is “any activity provided in the consumer market, for remuneration, including those of a banking, financial, credit and insurance nature, except those arising from labor relations”.

These concepts are fundamental because they define the scope of application of the Consumer Protection Code (CDC). Not every commercial transaction involves a consumer relationship subject to the CDC. Purely commercial operations between companies, where both parties have similar economic and informational power, do not fall under the provisions of the CDC and are governed by common commercial law.

4.3 The National Consumer Relations Policy

Article 4 of the CDC establishes the objectives and principles that underpin the National Consumer Relations Policy. The objectives include: (i) meeting the needs of consumers, safeguarding their health and safety; (ii) preventing harm to persons and property; (iii) promoting education and information for suppliers and consumers regarding their rights and duties; (iv) improving consumer access to justice.

The principles of the National Consumer Relations Policy are: (i) recognition of the vulnerability of the consumer in the consumer market; (ii) government action to protect the consumer; (iii) harmonization of the interests of the participants in consumer relations and compatibility with the need for economic and technological development, in order to make the principles set forth in this article viable; (iv) education and information for suppliers and consumers regarding their rights and duties.

Of particular note is clause I, which expressly recognizes the vulnerability of the consumer as a fundamental principle. This legal declaration of vulnerability has important practical consequences: it means that the consumer is presumed, by law, to be vulnerable, which justifies the entire protective structure established by the Consumer Protection Code (CDC).

4.4 Basic Consumer Rights

Article 6 of the Brazilian Consumer Protection Code (CDC) establishes the basic rights of the consumer. Understanding these rights is essential to understanding how the law aims to protect consumer vulnerability. The first right listed is “the protection of life, health and safety against risks caused by practices in the supply of products and services considered dangerous or harmful.” This right recognizes that consumers are frequently exposed to health and safety risks resulting from defective or inadequately tested products or services.

The second right is “education and dissemination of information about the proper consumption of products and services, ensuring freedom of choice and equality in contracting.” It is recognized that vulnerable consumers need information and education to make informed decisions in the market. The third right is “adequate and clear information about different products and services, with correct specification of quantity, characteristics, composition, quality, applicable taxes and price, as well as the risks they present.” The obligation to provide adequate information is recognized as a fundamental right to compensate for the informational vulnerability of the consumer.

Other basic rights include: protection against misleading advertising; the right to withdraw from purchases made outside of a physical store; the guarantee of product quality and safety; and easy access to consumer protection resources.

5. MANIFESTATIONS OF VULNERABILITY: ABUSIVE PRACTICES AND ABUSIVE CLAUSES

5.1 Abusive Practices

Article 39 of the Brazilian Consumer Protection Code (CDC) explicitly prohibits abusive practices in the supply of products and services. These practices represent situations where the supplier, exploiting the consumer’s vulnerability, acts disrespectfully or harmfully. The legal text lists a series of examples of abusive practices, although the list is not exhaustive.

Abusive practices include: conditioning the supply of a product or service on the supply of another product or service (tied selling); involving the consumer in an obligation that is not essential for the acquisition of the product or service; placing the consumer at an excessive disadvantage in relation to the supplier; demanding from the consumer any manifestly excessive advantage; carrying out an activity that is harmful to the health or safety of the consumer; endangering the health or safety of the consumer; taking advantage of the weakness or ignorance of the consumer.

These abusive practices represent the direct exploitation of consumer vulnerability. A merchant who takes advantage of an elderly consumer's ignorance to induce them to buy a product they don't need is exploiting vulnerability. A financial institution that charges manifestly excessive fees to low-income consumers (who often do not have access to credit from other institutions) is engaging in abusive practices. A supplier who withholds information about a product's composition, knowing that this information is relevant to the consumer's health, is being abusive.

5.2 Abusive Clauses and Contracts of Adhesion

Adhesion contracts represent a special type of contract frequently used in consumer relations. In an adhesion contract, there is no negotiation between the parties: the supplier unilaterally establishes the terms of the contract, and the consumer simply adheres to or does not adhere to the contract, without the possibility of modifying its clauses. This type of contract is recognized by the Brazilian Consumer Protection Code (CDC) as a situation that increases the vulnerability of the consumer.

In many situations, consumers face the following reality: to obtain an essential service (such as a bank account or insurance), they are forced to accept an adhesion contract with hundreds of clauses unilaterally imposed by the provider. The consumer cannot negotiate; any attempt at negotiation results in the response: "take it as is or don't take it at all." Frequently, these clauses are written in complex legal language and printed in tiny letters, making them practically illegible to the average consumer.

Given this reality, the Brazilian Consumer Protection Code (CDC) establishes that contractual clauses that impose abusive obligations on the consumer are null and void. Article 51 of the CDC lists a series of clauses considered abusive and, therefore, null and void. These clauses include: those that violate the code's norms; those that subtract from or limit fundamental consumer rights inherent to the nature of the contract; those that impose an unfair or disproportionate obligation; and those that determine a reversal of the burden of proof to the detriment of the consumer.

A practical example illustrates the application of these provisions well. An insurance company, knowing that most of its clients do not read or fully understand the adhesion clauses, inserts a clause that denies coverage for any claim where the policyholder has not reported “any change in risk, however small,” transferring the obligation of communication entirely to the insured. This clause is abusive because it imposes a disproportionate obligation on the consumer and places excessive responsibility on them.

5.3 Misleading and Abusive Advertising

The CDC (Consumer Protection Code) pays special attention to the regulation of advertising, recognizing its importance as an instrument capable of profoundly influencing individuals’ consumption decisions. Misleading advertising is that which, in any way, induces the consumer to error regarding: the nature, characteristics, qualities, quantity, properties, origin, price, or any other relevant aspect of the product or service.

Deceptive advertising can be direct, when it factually states something false, or indirect, when through omission or suggestion it leads the consumer to erroneous conclusions. A merchant who advertises “whole milk” when the product is actually reconstituted milk is engaging in direct deceptive advertising. A financial institution that advertises “easy financing” without mentioning the actual annualized interest rate or the total final value of the financing is being indirectly deceptive, as it leads the consumer to the false conclusion that credit is cheap.

Abusive advertising is advertising that, while not technically false, exploits the consumer’s vulnerability in a disrespectful manner. The Brazilian Consumer Protection Code (CDC) establishes that advertising is abusive if it takes advantage of a child’s lack of judgment and experience; disrespects environmental values; induces the consumer to behave in a way that is harmful to their health or safety; causes embarrassment, offense, fear, or violence; or exploits feelings of guilt or fear.

An example of abusive advertising would be an advertisement aimed at parents of teenagers that instills fear about their children's development if they don't use a particular product, even if the product itself isn't harmful. Another example would be advertising that explicitly exploits children's lack of judgment, inducing them to consume products that are harmful to their health.

6. CIVIL LIABILITY AS AN INSTRUMENT FOR PROTECTING VULNERABILITY

The Brazilian Consumer Protection Code (CDC) establishes a system of civil liability that differs significantly from common civil law, precisely because it recognizes the vulnerability of the consumer as justification for increased legal protection. While in common civil law it is necessary for the injured party to prove fault or intent on the part of the party causing the damage, in the CDC, in many situations, objective liability of the supplier is admitted, that is, liability independent of fault.

Article 25 of the Brazilian Consumer Protection Code (CDC) establishes that the supplier is responsible for defects in quality or quantity that render the product or service unfit for consumption or diminish its value, even if they are not at fault for the event causing the damage. This objective liability stems from the recognition that the supplier is in a better position to control the quality of their products, while the consumer lacks the technical and informational capacity to do so.

Equally important is the joint and several liability of all suppliers involved in the consumer chain (manufacturer, distributor, retailer). When a consumer is harmed by a defective product, they can sue any of these suppliers for compensation. This joint and several liability recognizes that the vulnerable consumer cannot be forced to discover which participant in the chain is "truly" responsible; they can claim compensation from any one of them, who can then seek redress from the others.

The CDC also reverses the burden of proof in certain situations. While normally it is up to the consumer to prove the defect of a product or service, the CDC allows, in certain circumstances, the consumer to only indicate the damage suffered, leaving it up to the supplier to prove that there was no defect or that the consumer was at fault.

7. Access to Justice and Collective Defense

The economic and legal vulnerability of consumers would create a situation of complete defenselessness if there were no simplified and efficient mechanisms for access to justice. A consumer who suffers damages of fifty reais due to a defective product cannot afford the costs of a traditional civil lawsuit, which can easily cost hundreds or thousands of reais. In this context, access to justice becomes a dead letter for most consumers.

The Consumer Protection Code (CDC) responds to this reality with innovative provisions. Small Claims Courts (now called Special Courts) offer a simplified, fast procedure without the need for legal representation for small claims. This revolutionary institution has allowed millions of consumers to access justice without facing prohibitive costs.

Even more important is the recognition of collective actions to defend consumer rights. The Consumer Protection Code (CDC) authorizes public bodies (such as the Public Prosecutor's Office and consumer protection agencies), organized consumer associations, and unions to bring collective actions on behalf of entire groups of consumers who have been similarly harmed. This allows, for example, if a company places a defective batch of a product on the market, a collective action can be filed on behalf of all affected consumers, without each one having to litigate individually.

Class action lawsuits represent an extremely important mechanism for protecting vulnerable parties, especially because they encourage greater supplier accountability. If a harmful practice affects thousands of consumers, the possibility of class action generates a significant risk of conviction with high damages, acting as a deterrent against abusive behavior.

8. FINAL CONSIDERATIONS

Consumer vulnerability is an undeniable reality of modern commercial relations. It is not a personal deficiency of individuals who consume products and services, but a structural characteristic of contemporary consumer relations, resulting from fundamental asymmetries in information, economic power, and legal knowledge. The history of Consumer Law, from its origins in early civilizations to its modern consolidation through specific legislation such as the Consumer Protection Code, demonstrates a progressive awareness of this vulnerability and the moral and legal imperative to protect it.

Brazil, through the 1988 Federal Constitution and especially through the Consumer Protection Code enacted in 1990, established a robust regulatory framework designed to compensate for consumer vulnerability. The Consumer Protection Code functions as a true legal microsystem that establishes basic rights, obligations for suppliers, mechanisms for protection against abusive practices, systems of civil liability that recognize this vulnerability, and facilities for access to justice that allow for the effective defense of consumer rights.

However, the mere existence of protective legislation does not guarantee effective protection. Many Brazilian consumers are still unaware of their basic rights, ignoring the fact that abusive practices and misleading advertising are criminalized by the Consumer Protection Code (CDC). Consumer protection agencies face budgetary and structural difficulties that limit their ability to enforce the rules. The Judiciary, in some instances, maintains outdated interpretations that privilege the property and contractual rights of the supplier over the fundamental rights of the vulnerable consumer.

The consolidation of effective protection against consumer vulnerability requires not only the existence of protective legislation, but also a genuine commitment from multiple actors:

government, judiciary, consumer protection agencies, civil society, and even the market. Educating consumers about their rights, encouraging corporate compliance, rigorously applying administrative and criminal sanctions against rights violators, and judicial interpretation that truly recognizes and protects vulnerability are essential elements.

It is concluded that consumer vulnerability, understood in its multiple dimensions (informational, technical, economic, and legal), constitutes an essential foundation and adequate justification for the entire Brazilian consumer protection system. The Consumer Protection Code represents a significant achievement in Brazilian legal history, recognizing this vulnerability as a fact that demands special protection. The contemporary challenge lies in ensuring that this legal protection effectively reaches Brazilian consumers, especially those in situations of greater economic and social vulnerability.

REFERENCES

BRASIL. Constituição (1988). Constituição da República Federativa do Brasil. Brasília, DF: Senado Federal, 1988.

BRASIL. Lei nº 8.078, de 11 de setembro de 1990. Dispõe sobre a proteção do consumidor e dá outras providências. Diário Oficial da União, Brasília, DF, 12 set. 1990.

MARQUES, Claudia Lima. Contratos no código de defesa do consumidor: o novo regime das relações de consumo. São Paulo: Revista dos Tribunais, 1999.

MARQUES, Claudia Lima. A direção, a evolução e as tendências do direito do consumidor. Revista da Faculdade de Direito da Universidade de São Paulo, São Paulo, v. 99, p. 725-766, 2004.

NORAT, Markus Samuel Leite. Direito do consumidor descomplicado: passo a passo didático e prático. João Pessoa: Editora Norat, 2026.

BENJAMIN, Antonio Herman V. O controle do fornecedor de serviços públicos pela lei de defesa do consumidor. Revista de Direito Administrativo, Rio de Janeiro, v. 191, p. 94-107, 1993.

GRINOVER, Ada Pellegrini; BENJAMIN, Antonio Herman V.; MOTORO, Cássio Scarpinella. Código de Defesa do Consumidor comentado pelos autores do anteprojeto. Rio de Janeiro: Forense Universitária, 2007.

SANTOS, Antonio Herman V. Benjamin. A insuficiência de meios e a extensão do dano. In: MARQUES, Claudia Lima; BENJAMIN, Antonio Herman V.; MIRAGEM, Bruno. Comentários ao Código de Defesa do Consumidor. São Paulo: Revista dos Tribunais, 2006. p. 123-145.

MIRAGEM, Bruno. Curso de direito do consumidor. São Paulo: Revista dos Tribunais, 2008.

TARTUCE, Flávio. Direito do consumidor: Lei nº 8.078/1990. São Paulo: Método, 2008.

COSTA, José Augusto Fernandes. Responsabilidade civil objetiva do fornecedor. São Paulo: Malheiros Editores, 2002.

FILOMENO, José Geraldo Brito. Manual de direitos do consumidor. São Paulo: Atlas, 2007.

WALD, Arnoldo. O direito do consumidor e a proteção da intimidade. In: MARTINS, Ives Gandra da Silva (Org.). Direito do consumidor. São Paulo: Centro de Estudos de Extensão Universitária, 1989.