Buying a Used Car

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Before you start shopping for a used car, do some homework. It may save you serious money. Consider your driving habits, what the car will be used for, and your budget. Research models, options, costs, repair records, safety tests, and mileage — online and through libraries and book stores.

Before You Buy a Used Car

Whether you buy a used car from a dealer or an individual:

- Examine the car using an inspection checklist. You can find checklists in magazines, books, and on websites that deal with used cars.
- Test drive the car under varied road conditions — on hills, highways, and in stop-and-go traffic.
- Ask for the car's maintenance record from the owner, dealer, or repair shop.
- Talk to the previous owner, especially if the current owner is unfamiliar with the car's history.
- Hire a mechanic to inspect the car.
- Determine the value of the vehicle before you negotiate the purchase. Check the National Automobile Dealers Association's (NADA) Guides (www.nadaguides.com), Edmunds (www.edmunds.com), and Kelley Blue Book (www.kbb.com).
- Research the frequency of repair and maintenance costs on the models in auto-related consumer magazines. The U.S. Department of Transportation's Vehicle Safety Hotline (1-888-327-4236) and website (www-odi.nhtsa.dot.gov/ivoq) gives information on recalls.
- Check a trusted database service that gathers information from state and local authorities, salvage yards, and insurance companies for an independent and efficient review of a vehicle's history. For example, the Department of Justice's National Motor Vehicle Title Information System (NMVTIS) (www.vehiclehistory.gov) offers information about a vehicle's title, odometer data, and certain damage history. Expect to pay a nominal fee for each report. The

National Insurance Crime Bureau (NICB) (www.nicb.org) maintains a free database that includes flood damage and other information so you can investigate a car's history by its Vehicle Identification Number (VIN). You also can search online for companies that sell vehicle history reports. If the report isn't recent or you suspect that it has missing or fabricated information, verify it with the service. Some dealer websites have free links to reports directly from the services.

Payment Options

You have two choices: pay in full or finance over time. Financing increases the total cost of the car because you're also paying for the cost of credit, including interest and other loan costs. You also must consider how much you can put down, the monthly payment, the loan term, and the annual percentage rate (APR). Rates usually are higher and loan periods shorter on used cars than on new ones.

Dealers and lenders offer a variety of loan terms. Shop around, compare offers, and negotiate the best deal you can. If you're a first-time buyer — or if your credit isn't great — be cautious about special financing offers. They can require a big down payment and a high APR. If you agree to financing that carries a high APR, you may be taking a big risk. If you decide to sell the car before the loan expires, the amount you get from the sale may be far less than the amount you need to pay off the loan. If the car is repossessed or declared a total loss because of an accident, you may have to pay a considerable amount to repay the loan even after the proceeds from the sale of the car or the insurance payment have been deducted. If money is tight, you might consider paying cash for a less expensive car than you first had in mind.

If you decide to finance, make sure you understand the loan agreement before you sign any documents.

- What is the exact price you're paying for the vehicle?
- How much are you financing?
- What is the finance charge (the dollar amount the credit will cost you)?

- What is the APR (a measure of the cost of credit, expressed as a yearly rate)?
- How many payments will you be making — and how much is each one?
- What is the total sales price — the sum of the monthly payments plus the down payment?

Dealer Sales and the Buyers Guide

Used cars are sold through a variety of outlets: franchised and independent dealers, rental car companies, leasing companies, used car superstores, and online. Ask friends, relatives, and co-workers for recommendations. Contact your local consumer protection agency (www.usa.gov/directory/stateconsumer/index.shtml) and state Attorney General (www.naag.org) to find out if any unresolved complaints are on file about a particular dealer. You also can search online for complaints. Enter the name of the seller and the word "review" or "complaint" into a search engine.

The FTC's Used Car Rule requires dealers to post a Buyers Guide in every used car they offer for sale.

Some dealers are attracting customers with "no-haggle prices," "factory certified" used cars, and better warranties. Consider the dealer's reputation when you evaluate their ads.

Dealers are not required by law to give used car buyers a three-day right to cancel. The right to return the car in a few days for a refund exists only if the dealer chooses to offer this privilege. Dealers may describe the right to cancel as a "cooling-off" period, a money-back guarantee, or a "no questions asked" return policy. Before you buy from a dealer, ask about the dealer's return policy, get it in writing, and read it carefully.

The Federal Trade Commission's (FTC) Used Car Rule requires dealers to post a Buyers Guide in every used car they offer for sale. This includes light-duty vans, light-duty trucks, demonstrators,

and program cars. Demonstrators are new cars that haven't been owned, leased, or used as rentals, but have been driven by dealer staff. Program cars are low-mileage, current-model-year vehicles returned from short-term leases or rentals. Buyers Guides do not have to be posted on motorcycles and most recreational vehicles. Anyone who sells fewer than six cars a year doesn't have to post a Buyers Guide.

A sample of the Buyers Guide is on pages 14 - 16.

The Buyers Guide must tell you:

- whether the vehicle is being sold "as is" or with a warranty
- what percentage of the repair costs a dealer will pay under the warranty
- that spoken promises are difficult to enforce
- to get all promises in writing
- to keep the Buyers Guide for reference after the sale
- the major mechanical and electrical systems on the car, including some of the major problems you should look out for
- to ask to have the car inspected by an independent mechanic before you buy

Maine and Wisconsin are exempt from the FTC's Used Car Rule. Those states require dealers to display a different version of the Buyers Guide.

Dealer Identification and Consumer Complaint Information

The back of the Buyers Guide lists the name and address of the dealership. It also gives the name and telephone number of the contact at the dealership if you have problems or complaints after the sale.

Optional Signature Line

The dealer may include a buyer's signature line at the bottom of the Buyers Guide. If the line is included, the following statement must be written or printed close to it: "I hereby acknowledge

receipt of the Buyers Guide at the closing of this sale." Your signature means you received the Buyers Guide at closing. It does not mean that the dealer complied with the Rule's other requirements, such as posting a Buyers Guide in all the vehicles offered for sale.

Spanish Language Sales

If you buy a used car and the sales discussion is conducted in Spanish, you are entitled to see and keep a Spanish-language version of the Buyers Guide.

Warranties

When you buy a used car from a dealer, get the original or a copy of the final Buyers Guide that was posted in the vehicle. The Guide must reflect any negotiated changes in warranty coverage. It also becomes part of your sales contract and overrides any contrary provisions. For example, if the Buyers Guide says the car comes with a warranty and the contract says the car is sold "as is," the dealer must give you the warranty described in the Guide.

As Is – No Warranty

When the dealer offers a vehicle "as is," the box next to the "As Is - No Warranty" disclosure on the Buyers Guide must be checked. If the box is checked but the dealer promises to repair the vehicle or cancel the sale if you're not satisfied, make sure the promise is written on the Buyers Guide. Otherwise, you may have a hard time getting the dealer to make good on his word. Some states — Connecticut, Hawaii, Kansas, Maine, Maryland, Massachusetts, Minnesota, Mississippi, New Jersey, New Mexico, New York, Rhode Island, Vermont, West Virginia, and the District of Columbia — don't allow "as is" sales for many used vehicles.

Louisiana, New Hampshire, and Washington require different disclosures from those on the Buyers Guide to create a valid "as is" sale. If the dealer fails to provide proper state disclosures, the sale

is not “as is.” To find out what disclosures are required for “as is” sales in your state, contact your state Attorney General.

Implied Warranties

State laws hold dealers responsible if cars they sell don’t meet reasonable quality standards. These obligations are called implied warranties — unspoken, unwritten promises from the seller to the buyer. However, dealers in most states can use the words “as is” or “with all faults” in a written notice to buyers to eliminate implied warranties. There is no specified time period for implied warranties.

Warranty of Merchantability

The most common type of implied warranty is the warranty of merchantability: The seller promises that the product offered for sale will do what it’s supposed to. That a car will run is an example of a warranty of merchantability. This promise applies to the basic functions of a car. It does not cover everything that could go wrong.

Breakdowns and other problems after the sale don’t prove the seller breached the warranty of merchantability. A breach occurs only if the buyer can prove that a defect existed at the time of sale. A problem that occurs after the sale may be the result of a defect that existed at the time of sale or not. As a result, a dealer’s liability is judged case by case.

Warranty of Fitness for a Particular Purpose

A warranty of fitness for a particular purpose applies when you buy a vehicle based on the dealer’s advice that it is suitable for a particular use. For example, a dealer who suggests you buy a specific vehicle for hauling a trailer is promising that the vehicle will be suitable for that purpose.

If you have a written warranty that doesn’t cover your problems, you still may have coverage through implied warranties. That’s because when a dealer sells a vehicle with a written warranty or

service contract, implied warranties are included automatically. The dealer can't delete this protection. Any limit on an implied warranty's time must be included on the written warranty.

In states that don't allow "as is" sales, an "Implied Warranties Only" disclosure is printed on the Buyers Guide in place of the "As Is" disclosure. The box beside this disclosure will be checked if the dealer decides to sell the car with no written warranty.

In states that do allow "as is" sales, the "Implied Warranties Only" disclosure should appear on the Buyers Guide if the dealer decides to sell a vehicle with implied warranties and no written warranty.

Dealers who offer a written warranty must complete the warranty section of the Buyers Guide. Because terms and conditions vary, it may be useful to compare and to negotiate coverage.

Dealers may offer a full or limited warranty on all or some of a vehicle's systems or components. Most used car warranties are limited and their coverage varies. A full warranty includes the following terms and conditions:

- Anyone who owns the vehicle during the warranty period is entitled to warranty service.
- Warranty service will be provided free of charge, including removing and reinstalling a covered system.
- You have the choice of a replacement or a full refund if the dealer can't repair the vehicle or covered system after a reasonable number of tries.
- You only have to tell the dealer that warranty service is needed to get it, unless the dealer can prove that it is reasonable to require you to do more.
- Implied warranties have no time limits.

If any of these statements don't apply, the warranty is limited.

A full or limited warranty doesn't have to cover the entire vehicle. The dealer may specify that only certain systems are covered. Some parts or systems may be covered by a full warranty; others by a limited warranty.

The dealer must check the appropriate box on the Buyers Guide to indicate whether the warranty is full or limited, and must include the following information in the "Warranty" section:

You have the right to see a copy of the dealer's warranty before you buy.

- the percentage of the repair cost that the dealer will pay. For example, "the dealer will pay 100 percent of the labor and 100 percent of the parts . . .";
- the specific parts and systems — such as the frame, body, or brake system — that are covered by the warranty. The back of the Buyers Guide lists the major systems in which problems may occur;
- the warranty term for each covered system. For example, "30 days or 1,000 miles, whichever comes first"; and
- whether there's a deductible and, if so, how much.

You have the right to see a copy of the dealer's warranty before you buy. Review it carefully to determine what is covered. The warranty gives detailed information, such as how to get repairs for a covered system or part. It also tells who is legally responsible for fulfilling the terms of the warranty. If it's a third party, investigate their reputation and whether they're insured. Find out the name of the insurer, and call to verify the information. Look up reviews online. Then check out the third-party company with your consumer protection agency. Make sure you get a copy of the dealer's warranty document if you buy a car that is offered with a warranty.

Unexpired Manufacturer's Warranties

If the manufacturer's warranty still is in effect, the dealer may note that in the "systems covered/duration" section of the Buyers Guide. To make sure you can take advantage of the coverage, ask the dealer for the car's warranty documents. Verify the information (what's covered, expiration date/miles, and necessary paperwork) by calling the manufacturer's zone office. Make sure you have the VIN when you call.

Service Contracts

A service contract is a promise to perform (or pay for) certain repairs or services. Although a service contract is sometimes called an extended warranty, it is not a warranty as defined by federal law. A service contract may be arranged any time and always costs extra; a warranty comes with a new car and is included in the original price. Used cars also may come with some type of warranty coverage included in the sales price. The separate and additional cost distinguishes a service contract from a warranty.

To decide if you need a service contract, consider:

- whether the service contract duplicates warranty coverage or offers protection that begins after the warranty runs out. Does the service contract extend beyond the time you expect to own the car? If so, is the service contract transferable or is a shorter contract available?
- whether the vehicle is likely to need repairs and how much they're going to cost. You can determine the value of a service contract by figuring whether the cost of repairs is likely to exceed the price of the contract.
- whether the service contract covers all parts and systems. Check out all claims carefully. For example, "bumper to bumper" coverage may not mean what you think.
- whether a deductible is required and, if so, the amount and terms.
- whether the contract covers incidental expenses, like towing and rental car charges while your car is being serviced.
- whether repairs and routine maintenance have to be done at the dealer.
- whether there's a cancellation and refund policy for the service contract, and if it has cancellation fees.
- whether the dealer or company offering the service contract is reputable. Read the contract carefully to determine who is legally responsible for fulfilling the terms of the contract. Some dealers sell third-party service contracts.

The dealer must check the appropriate box on the Buyers Guide if a service contract is offered, except in states where service contracts are regulated by insurance laws. If the Guide doesn't include a service contract reference and you're interested in buying one, ask the salesperson for more information.

If you buy a service contract from the dealer within 90 days of buying a used vehicle, federal law prohibits the dealer from eliminating implied warranties on the systems covered in the contract. For example, if you buy a car "as is," the car normally is not covered by implied warranties. But if you buy a service contract covering the engine, you automatically get implied warranties on the engine. These may give you protection beyond the scope of the service contract. Make sure you get written confirmation that your service contract is in effect.

Pre-Purchase Independent Inspection

It's best to have any used car inspected by an independent mechanic before you buy it. For about $100, you'll get a general indication of the mechanical condition of the vehicle. An inspection is a good idea even if the car has been "certified" and inspected by the dealer and is being sold with a warranty or service contract. A mechanical inspection is different from a safety inspection. Safety inspections usually focus on conditions that make a car unsafe to drive. They are not designed to determine the overall reliability or mechanical condition of a vehicle.

It's best to have any used car inspected by an independent mechanic before you buy it.

To find a pre-purchase inspection facility, check the phone book under "Automotive Diagnostic Service," go online, or ask friends, relatives, and co-workers for referrals. Look for facilities that display certifications like an Automotive Service Excellence (ASE) seal. Certification indicates that some or all the technicians meet basic standards of knowledge and competence in specific technical

areas. Make sure the certifications are current, but remember that certification alone is no guarantee of good or honest work. Ask to see current licenses if state or local law requires them. Check with your state Attorney General's office or local consumer protection agency to find out whether there's a record of complaints about particular facilities. Or search online for comments.

There are no standard operating procedures for pre-purchase inspections. Ask what the inspection includes, how long it takes, and how much it costs. Get this information in writing.

If the dealer won't let you take the car off the lot, perhaps because of insurance restrictions, you may be able to find a mobile inspection service that will go to the dealer. If that's not an option, ask the dealer to have the car inspected at a facility you designate. You will have to pay the inspection fee. If a dealer won't allow an independent inspection, you might want to consider doing business elsewhere.

Once the vehicle has been inspected, ask the mechanic for a written report with a cost estimate for all necessary repairs. Be sure the report includes the vehicle's make, model, and VIN. If you decide to make a purchase offer to the dealer after considering the inspection's results, you can use the estimated repair costs to negotiate the price of the vehicle.

Vehicle Systems

The Buyers Guide lists an automobile's 14 major systems and some serious problems that may occur in each. This list may help you and your mechanic evaluate the mechanical condition of the vehicle. The list also may help you compare warranties on different cars or by different dealers.

Private Sales

Buying a car from a private individual is different from buying from a dealer.

- Private sellers generally are not covered by the Used Car Rule and don't have to use the Buyers Guide. However, you can use the Guide's list of an automobile's major systems as a shopping tool, and you can ask the seller if you can have the vehicle inspected by your mechanic.
- Private sales usually are not covered by the "implied warranties" of state law. That means a private sale probably will be on an "as is" basis, unless your purchase agreement with the seller specifically states otherwise. If you have a written contract, the seller must live up to the promises stated in the contract. The car also may be covered by a manufacturer's warranty or a separately purchased service contract. However, warranties and service contracts may not be transferable, and other limits or costs may apply. Before you buy the car, ask to review its warranty or service contract. Many states do not require individuals to ensure that their vehicles will pass state inspection or carry a minimum warranty before they offer them for sale. Ask your state Attorney General's office or local consumer protection agency about the requirements in your state.

... a private sale probably will be on an "as is" basis ...

If You Have Problems

If you have a problem that you think is covered by a warranty or service contract, follow the instructions to get service. If a dispute arises, try to work it out with the dealer. Talk with the salesperson or, if necessary, the owner of the dealership. Many problems can be resolved at this level. However, if you believe you're entitled to service, but the dealer disagrees, you have some options:

- If your warranty is backed by a car manufacturer, contact the local representative of the manufacturer. The local or zone representative is authorized to adjust and decide issues of warranty service and repairs to satisfy customers. Some manufacturers also are willing to repair certain problems in specific models for free, even if the manufacturer's warranty does not cover the problem. Ask the manufacturer's zone representative or the service department of a franchised dealership that sells your car model whether there is such a policy.
- Contact your state Attorney General (www.naag.org) or the American Association of Motor Vehicle Administrators (www.aamva.org). You also might consider using a dispute resolution organization if you and the dealer are willing. Under the terms of many warranties, this may be a required first step before you can sue the dealer or manufacturer. Check your warranty to see if this is the case. If you bought your car from a franchised dealer, you may be able to seek mediation through the Automotive Consumer Action Program (AUTOCAP), a dispute resolution program coordinated nationally by the National Automobile Dealers Association (www.nada.org) and sponsored through state and local dealer associations in many cities. Check with the dealer association in your area to see if they operate a mediation program.

If none of these steps is successful, small claims court is an option. Here, you can resolve disputes involving small amounts of money, often without an attorney. The clerk of your local small claims court can tell you how to file a suit and the dollar limit in your state.

The Magnuson-Moss Warranty Act also may be helpful. Under this federal law, you can sue based on breach of express warranties, implied warranties, or service contracts. If successful, consumers can recover reasonable attorneys' fees and other court costs. A lawyer can advise you if this law applies.

Sample Buyers Guide

Actual Buyers Guide is at least 7.5" x 10"
Front Side of Buyers Guide

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VIN NUMBER _____

DEALER STOCK NUMBER (Optional) _____

WARRANTIES FOR THIS VEHICLE:

☐ AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

☐ WARRANTY

☐ **FULL** ☐ **LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the coveredsystems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.**

SYSTEMS COVERED:	DURATION:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ **SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.**

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

This Buyers Guide, with the paragraph about "Implied Warranties Only," should be used in states that do not allow "As Is" sales. (See page 5)

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VIN NUMBER _____

DEALER STOCK NUMBER (Optional) _____

WARRANTIES FOR THIS VEHICLE:

☐ IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, state law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☐ WARRANTY

☐ **FULL** ☐ **LIMITED WARRANTY. The dealer will pay ___% of the labor and ___% of the parts for the coveredsystems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.**

SYSTEMS COVERED:	DURATION:

☐ **SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.**

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

The back of the Buyers Guide alerts you to problems that may occur in used vehicles.

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body
- Frame-cracks, corrective welds, or rusted through
- Dog tracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakage excluding normal seepage
- Cracked of damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage

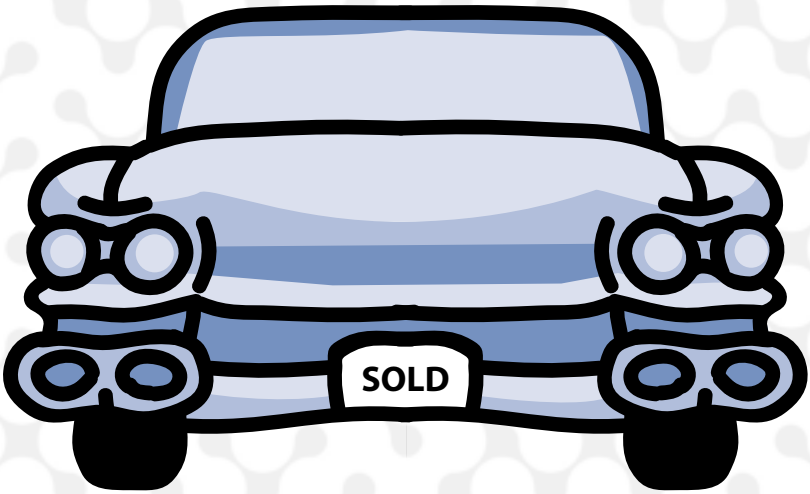
DEALER

ADDRESS

SEE FOR COMPLAINTS

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

The FTC works to prevent fraudulent, deceptive and unfair business practices in the marketplace and to provide information to help consumers spot, stop and avoid them. To file a complaint or get free information on consumer issues, visit ftc.gov or call toll-free, 1-877-FTC-HELP (1-877-382-4357); TTY: 1-866-653-4261. Watch a video, How to File a Complaint, at ftc.gov/video to learn more. The FTC enters consumer complaints into the Consumer Sentinel Network, a secure online database and investigative tool used by hundreds of civil and criminal law enforcement agencies in the U.S. and abroad.



Federal Trade Commission
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