

Buying a Used Car



Contents

Before You Buy a Used Car	1
Pay in Full or Finance	2
Dealer Sales and the Buyers Guide	3
Warranties	5
As Is - No Dealer Warranty.....	5
Implied Warranties	6
Implied Warranty of Merchantability.....	6
Implied Warranty of Fitness for a Particular Purpose	7
Full and Limited Warranties	7
Warranty Documents	8
Unexpired Manufacturer's Warranties	8
Service Contracts	8
An Independent Inspection Before You Buy	10
Private Sales	11
If You Have Problems	12
Sample Buyers Guide	14

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 bookstores.

Before You Buy a Used Car

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

- 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.
- 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), Kelley Blue Book (www.kbb.com), and Consumer Reports (www.consumerreports.org). Some of these organizations charge for this information.
- Research the upkeep costs for models you’re interested in, including the frequency of repairs and maintenance costs.
- Examine the car using an inspection checklist. You can find checklists in magazines, books, and on websites that deal with used cars.
- Check whether there are any unrepaired recalls on a vehicle. Start by asking the dealer if the vehicle you’re considering has a recall. You also can check yourself by entering the VIN at safecar.gov, or by calling the National Highway Traffic Safety Administration’s (NHTSA) Vehicle Safety Hotline at 1-888-327-4236. If there is a recall, ask the dealer to fix it, or to give you information showing it was fixed. Keep in mind that federal law doesn’t require dealers to fix recalls on used cars, so you might need to get the repair done yourself. But don’t wait — according to NHTSA, all safety recalls pose safety risks and, left unrepaired, might lead to accidents.

- Get an independent review of a vehicle's history. Check a trusted database

You can investigate a car's history by its Vehicle Identification Number (VIN).

service that gathers information from state and local authorities, salvage yards, and insurance companies. For example, the Department of Justice's National Motor Vehicle Title Information System (NMVTIS) (nmvtis.gov) offers information about a vehicle's title, odometer data, and certain damage history. Expect to pay a small fee for each report. The National Insurance Crime Bureau (NICB) (www.nicb.org) maintains a free database that includes flood damage and other information. 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 reporting company. The information in the reports may not be complete, so you may want to get a second report from a different reporting company. Some dealer websites have links to free reports.

- Consider hiring a mechanic to inspect the car.

Pay in Full or Finance

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 costs. Consider how much you can put down, the monthly payment, the financing term (such as 48 months), and the annual percentage rate (APR). Rates usually are higher and financing periods shorter on used cars than on new ones.

Dealers and other finance sources (like finance companies, credit unions, and banks) offer a variety of financing 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 end of the financing period, the amount you get from the sale may be less than the amount you need to pay off the financing agreement.
- 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.

If you decide to finance, make sure you understand the financing 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 make — 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/state-consumer) 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 reviews or complaints. Enter the name of the seller and the word “review” or “complaint” into a search engine.

Some dealers attract customers with “no-haggle prices,” “factory certified” used cars, and better warranties. Consider the dealer’s reputation when you evaluate its ads.

Dealers are not required by federal law to give used car buyers a three-day right to cancel. In some states, dealers are required to give a right to cancel. In other states, 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 display a Buyers Guide in every used car they offer for sale, and to give it to buyers after the 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, or offers for sale, fewer than six cars in a year doesn’t have to post a Buyers Guide.

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

The Buyers Guide tells you:

- the major mechanical and electrical systems on the car, including some of the major problems you should look out for;
- 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;
- to get all promises in writing;
- to ask to have the car inspected by an independent mechanic before you buy;

- to get a vehicle history report and to visit ftc.gov/usedcars for information on how to get a vehicle history report, how to check for safety recalls, and other topics;
- to ask for a Spanish Buyers Guide if the sale is conducted in Spanish;
- the dealer’s contact information, including the contact for complaints; and
- to remember: spoken promises are difficult to enforce.

Keep the Buyers Guide for reference after the sale.

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.

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

Warranties

When you buy a used car from a dealer, the Guide must reflect any negotiated changes in warranty coverage. It 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 Dealer Warranty

When the dealer offers a vehicle “as is,” the box next to the “As Is - No Dealer 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.

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. Dealers can’t delete this protection if they provide a written warranty. Any limit on an implied warranty’s time must be included on the written warranty.

Implied 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.

Implied 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.

Full and Limited Warranties

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 doesn'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.



Warranty Documents

Make sure you get a copy of the dealer's warranty document if you buy a car that is offered with a warranty. 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. Look up reviews online.

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. Some dealers sell third-party service contracts.

A service contract may be arranged any time and always costs extra.

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.

An Independent Inspection Before You Buy

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.

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, and search online for comments.

Ask what the inspection includes, how long it takes, and how much it costs.

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

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.

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 a 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 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. You can ask your state Attorney General's office or local consumer protection agency about the requirements in your state.

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 decide issues of warranty service and repairs to satisfy customers. Some manufacturers 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 or the American Association of Motor Vehicle Administrators (www.aamva.org).
- You 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. 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

VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

DEALER WARRANTY

- FULL WARRANTY.
- LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

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

VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

DEALER WARRANTY

FULL WARRANTY.

LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

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

Here is a list of some major defects that may occur in used 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 or 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

Air Bags

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
Catalytic Converter

DEALER NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

FOR COMPLAINTS AFTER SALE, CONTACT: _____

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates 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](https://www.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](https://www.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
consumer.ftc.gov
November 2016