

CHECK OUT YOUR RIGHTS Secondhand Cars

If you have bought a used car - or a motorbike or van - from a motor trader, it must be:

- 👉 OF SATISFACTORY QUALITY
- 👉 FIT FOR ITS PURPOSE
- 👉 AS DESCRIBED

This means the car **MUST** be:

- Fit to be used on the road.
- In a condition that reflects its age and price.
- Reasonably reliable.
- Capable of towing your caravan, for example, if you asked for such a car.

When the car doesn't meet any of these conditions:

- 👉 If you have only driven the car a few times or travelled only a few hundred miles in it, you are probably entitled to a refund for a major fault, or a misdescription or alternatively you may request a replacement.
- 👉 If the fault is only minor and can easily be put right it is reasonable to accept a repair. This won't stop you claiming a replacement or refund if the repair turns out to be unsatisfactory.
- 👉 If you have driven the car more than a few times or have travelled more than a few hundred miles in it, you are

probably still entitled to a repair or replacement. A repair should be carried out within a reasonable period of time and without causing you significant inconvenience. Any repair should restore goods to a satisfactory condition. If this does not happen you are entitled to a replacement or compensation. This could be a sum of money or the cost of hiring a car whilst yours is being repaired. The trader may offer, or you may request, a loan car.

- 👉 If the car turns out to have been stolen or to be on finance to someone else, you are entitled to a refund plus compensation for inconvenience and out of pocket expenses.
- 👉 If the repair is significant and adds to the value of the car, the trader may expect you to pay something towards the cost of the repair.
- 👉 If the car is beyond repair you are entitled to a refund. This would include any part exchange allowance given for your old car if the trader has already disposed of it. The trader may make a reduction from the price you paid to allow for the use you have had from the car.
- 👉 If the fault with the car caused damage to anything else or you are out of pocket in any other way, you may be entitled to compensation over and above the price of the car.
- 👉 If you got a warranty or guarantee when you purchased your secondhand car or if there is still part of the manufacturer's warranty remaining you may have additional rights. If you choose to use

your rights under a warranty or guarantee you must comply with all the terms and conditions.

Remember, if you are entitled to a refund, replacement a repair or compensation, it is the trader who must sort out your problem.

IMPORTANT

- If you bought on credit you may be able to claim against the finance company. See the pink leaflet BOUGHT ON CREDIT.
- Your rights cannot be taken away by anything written into a warranty or guarantee.
- Secondhand cars will always have some faults, but they should not be excessive.
- You cannot request a replacement if you have purchased the vehicle under a Hire Purchase agreement.
- These rules only apply to cars purchased from motor traders.