

Buying a Used Car

1. When is a car considered "used"?

A car is used when it has been owned by another person. This includes rental cars, cars used by a dealership for loan to customers, or cars that are used by salespeople for a long period of time.

2. How do I know who has owned the car?

You can check to see how many people have owned the car by asking the Highway Department to do a "title history" on your car. You will need the license plate number, vehicle identification number, and \$3.00.

3. How do I know whether there is anything wrong with the car?

You may not be able to tell from looking at the car that there is anything wrong with it. Taking it for a test drive may help you find some problems. The best way to discover any problems is to take the car to a mechanic you know and trust to examine the car and tell you what problems may arise. This person may also look to see if the odometer, the gauge which shows how many miles the car has been driven, has been changed. If you find any problems that need repair make sure the salesperson puts in writing that he will have it fixed.

4. What laws protect me if I find something wrong with the car after I buy it?

There are certain laws that will protect a consumer when the seller is a dealership or in the business of selling a car. Many of these laws do not apply if the seller is a private individual not in the business of selling cars. In that type of sale you will need to ask for protection in writing or there may not be any warranty on the car as explained below.

If the seller is in the business of selling cars he must put a sticker on the car window telling the buyer what warranties, if any, apply. You may have been given a warranty by the seller when you bought the car. These are written guarantees that if you have any problems she will have them fixed. The law also says that certain warranties are "implied," so if something goes wrong they must also be repaired. The seller does have a right to deny the implied warranty in writing in your contract.

5. Does the SC Lemon Law apply to the sale of Used Cars?

The SC Lemon Law provides certain protections and rights for consumers who buy a brand new car. It does not provide these protections to you when you purchase a used car.

6. What is a service contract?

A service contract is protection that you may buy to cover things that may go wrong with the car. Some of them only pay a part of the cost for repairs. Most of these contracts only cover certain repairs. If you are offered the chance buy a service contract read it carefully to be sure it is really worth the cost.

7. Will I be able to make the seller keep all of his promises?

Many times a seller will tell you things about the car or what he will do if you have problems with it. Unless you have it in writing you may not have a

legal way to make him keep his promises. To protect yourself get everything in writing.

8. What am I responsible for if someone else buys the car and I am only the co-signer?

You will be responsible for the entire loan for the car if you are a co-signer. You should be given a special notice telling you of your rights when you sign the contract. Whether you are the buyer or co-signer, do not sign a blank contract. If there is something in the contract that you do not understand take it to someone other than the seller to look at it and explain everything to you.

9. How do I know I am not paying too much for the car?

There are books available that sellers use to decide on what to charge for a car. The most common one used is called "the blue book". Most public libraries carry these books in their reference rooms. You may call or go to your local library to check on the price of the car. The librarian will need to know the make, model, year, number of doors and any extra features of the car to give you an accurate price. This information is also available on the Internet at www.KBB.com.

10. Do I have three days to change my mind after I sign the contract?

No, there is no three day "cooling off" period. That only applies to door to door sales.

Copyright retained by South Carolina Appleseed Legal Justice Center. For permission to reproduce this brochure contact SCALJC at P.O. Box 7187, Columbia, SC 29202.

This brochure was developed and published by the S.C. Appleseed Legal Justice Center, P.O. Box 7187, Columbia, SC 29202, with funds provided by the South Carolina Bar Foundation's Interest on Lawyer Trust Accounts (IOLTA) program. This brochure is for information only. If you have problems with a used car, you may want to contact an attorney or your local legal services program

2nd ed. 12/99