



If you have bought a used car - or a motorbike, van or caravan - 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.

It also means that the car **MUST NOT** be:

- | Cloned or stolen.
- | On finance.

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 serious misdescription.
- You can accept a **repair** for a major fault but this won't stop you claiming a **refund** if the repair turns out to be unsatisfactory.

- ✦ If the fault is only minor **and** can easily be put right it is reasonable to accept a **repair**.
- ✦ 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 only entitled to a **repair**. If a repair will take a long time, you are entitled to **compensation**. This could be up to the full price you paid for the car 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 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 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 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**, a **repair** or **compensation**, it is the trader who must sort out your problem.

IMPORTANT

- | 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.
- | These rules **only** apply to cars purchased from motor traders.