



Buying a second-hand car is an expensive purchase and for many of us a search for value for money can lead us to look at sourcing our car from another European country. This month's eBulletin looks at the do's and don'ts of purchasing a second-hand car abroad. Our consumer query of the month concerns what happens when a secondhand car is faulty. If you have had a problem with a purchase from another EU country, please contact us on 01 8090600 or at info@eccireland.ie. For information on your consumer rights in Europe, see www.eccireland.ie

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Safe shopping for a second-hand car.....

Price savings in second-hand cars for sale in the UK market mean that many Irish consumers purchase their cars there and then import them into Ireland. The popularity of this practice explains why the number of car-related complaints received by ECC Ireland jumped to 21% in 2008. In the UK itself complaints relating to the purchase of a second-hand car have also risen sharply and for this reason the Office of Fair Trading carried out an extensive research report into secondhand car dealers, which was published this month.

The report found that one in every five of the 3.6 million people buying a second-hand car from a dealer each year experienced a problem. Most faults (67%) come to light within just one month of purchase, suggesting that many of these cars are not good enough. Even though EU and UK legislation stipulate that in such cases the dealer should resolve a problem with a refund, repair, or replacement, nearly 30% of consumers questioned by the OFT survey said they did not have their problem rectified and instead spent an average of £425 repairing faults that are the dealer's obligation to correct. That totals £85 million a year lost by UK consumers, with many dealers using illegal disclaimers to get out of fixing faults. Typical examples of such disclaimers are statements such as the car is "sold as seen" or "no refunds available". The OFT concluded that existing legislation was adequate but more need to be done to ensure enforcement.

In the light of this situation what can you do to ensure you buy safely if shopping for a second-hand car in the UK?

- Firstly do your research and ask plenty of questions. Whether bought privately, or through a dealer, you should always check the number of previous owners, and whether there is any outstanding finance owing on the car, etc. It is highly advisable to check the car before purchase or get a qualified person to do so. (This service is available for a fee from various reputable motoring associations).
- Consider using a 'history check' service. These agencies will carry out a thorough check on the history of the car which can help avoid problems.
- If you are buying a car abroad with the intention of bringing it into Ireland, you should be aware that the law of the country in which you bought the car will apply. Therefore, it is advisable to deal with a reputable motor dealer (look for membership of an accredited motor industry association).

- Be aware that consumer legislation does not apply to private sales so you should exercise extreme caution if buying privately. If there is a subsequent problem, your options are very limited. If you are dealing with a private seller, ensure that you have as many details as possible, including all contact details.
- Under the Sale of Goods and Associated Guarantees Directive 99/44/EC, a car must be of satisfactory quality, as described, and be fit for the purpose normally used. A lower standard of performance and repair will apply to a second-hand car compared to a new car. Your rights are the same when buying a second-hand car from a dealer, but the law recognises that a second-hand vehicle may not be completely free from fault. However, it must be fit to be used on the road, in a condition which reflects its age and price, and reasonably reliable and safe. These are your statutory rights, which apply automatically even if you have no additional 'guarantee' or 'warranty'.
- A 'guarantee' or 'warranty' is an additional safeguard, sometimes offered by the seller. If there is a car warranty, check its terms carefully beforehand. Sometimes the terms of the warranty will vary from country to country. You should ask whether the after sales service can extend to your country of residence and if something goes wrong, if a local garage can fix it at the seller's expense, rather than having to bring the car back to the seller.
- Get all details of the sale in writing before you purchase - do not rely on the verbal representations of the seller.

For more information on safe shopping for a second-hand car see www.eccireland.ie

2. I purchased a car from a dealer in the UK. Shortly after the warranty expired a problem with the flywheel of the car developed. The dealer agreed to supply the part free of charge but asked me to pay for installation. I agreed and used the services of an authorised garage to install the new flywheel. However the flywheel subsequently went on fire due to faulty wiring work and I had to call the fire brigade. I am now faced with replacing the flywheel again and repairing the damage caused to the car by the fire. What are my rights?

Unfortunately you are dealing with a situation in which neither the dealer that sold you the car nor the garage that installed the part fulfilled their legal obligations to you. The flywheel should not have developed a fault in a car that was still so new. Also you should not have to pay to remedy a fault in a car (outside of ordinary wear and tear) regardless of whether the warranty had expired or not. The installation of the part was not carried out correctly by the garage and the cause of the fire was their faulty wiring work. The garage is liable for the damage caused to your car arising from their negligence. We would advise you to write to both the dealer where the car was purchased and the garage where it was repaired, requesting a refund for the expenses incurred.

If you want more information about this or any other cross-border consumer issue you can contact us on 01 8090600 or at www.eccireland.ie.

The European Consumer Centre is funded by the European Commission and the National Consumer Agency.

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