



# Used car warranties

Thinking of buying a second hand car? We tell you all you need to know about used car warranties.

Buying a new car can be a relatively painless and straightforward process, because you are well protected if your car turns out to be faulty when you drive it out of the showroom. All new cars come with comprehensive warranties that cover you if your new car develops any unexpected faults or breakdowns that are not due to normal wear and tear. There is no standard period for a new car warranty but it generally ranges from one to five years, with three years being the most common.

You can get a warranty when you buy

a used car, but only if you buy from a licensed dealer or trader. However, they can be less watertight than new car warranties, as used cars, by their nature, are not 'perfect'. This means that there is still an onus on the consumer to check out the car as thoroughly as you can before purchase. However with or without a warranty, you still have the same consumer rights in buying a used car from a dealer or trader as you do when buying a toaster.

## New vs used warranty

Most used cars sold by dealers/traders

will come with a warranty of some kind. These are not connected in any way to the manufacturer's warranty that a car comes with when it's new - these remain king in terms of buyer protection.

According to the Society of the Motor Industry (SIMI), there is one critical difference between new and used car warranties. New car warranties are transferable, which means that any authorised franchise dealer can be asked to fix a car under warranty. If a car still has some warranty left to run by the time it is sold on the used market, warranties can be transferred to

## AT A GLANCE

New vs used warranties.

Buying at auction.

Your rights.



Society of the Motor  
Industry  
www.simi.ie

European Consumer  
Centre Dublin  
www.eccireland.ie

## A USED CAR DEALER'S RESPONSIBILITIES TO A BUYER

When it comes to resolving problems with a used car that you have recently bought, particularly if it is not under warranty, it's proving your claim that is the difficult part. However, the law in relation to used car warranties and the level of responsibility a dealer has to the buyer was recently clarified in a Circuit Court case heard earlier this year. In the faulty car claim case, made by President of the Circuit Court, Judge Matthew Deery, ruled that what a salesperson tells a customer about a used car carries as much weight as a written guarantee. What this means is that a dealer may believe that a car is in good condition but as the vendor, "giving such a representation meant the responsibility rests with him". The buyer had bought a car described in as being in good condition, but it developed several problems after purchase. The car did not come with a warranty, so the dealer refused to fix it. Under the Sale of Goods and Supply of Services Act, 1980, a car must be in roadworthy condition when sold and has to be fit for purpose. If it's not, the buyer has comeback, irrespective of any get-out clauses the dealers may think they have.

subsequent owners of a car too.

However, according to SIMI, warranty terms do vary. For instance many require the new owner to re-register the warranty. "Franchise dealers of the vehicle brand in question normally re-affirm the continuation of the warranty on behalf of the manufacturer under the terms of the vehicle sales contract," said a spokeswoman for SIMI. "It is important that the new owner clarifies their warranty rights at the time of purchase."

In some cases, a new car warranty can be transferred to dealers in other countries. For example, all BMW cars come bundled in with a two-year worldwide warranty (from the date of first registration), so a nearly-new BMW that has been personally imported from the UK can be fixed under warranty by

an authorised dealer in Ireland.

Used car warranties, however, are non-transferable. So if your car requires repairs then it should be returned to the dealer from whom you purchased the vehicle. Needless to say, the quality and scope of used car warranties depends on who you buy it from; it varies a great deal from dealer to dealer.

### Manufacturer approved used car warranties.

The most comprehensive used car warranties, not surprisingly, are offered by main new car dealers. You often find such warranties marketed as having the manufacturer's 'stamp of approval' and these are generally the same used car warranty you could expect to find at all of the manufacturer's dealers in the country.

For example, Nissan offers a 12 month/15,000km warranty on all used cars sold by Nissan 'Gold Standard' accredited dealers, while Renault provides a 2-year warranty on all its cars by participating dealers under Renault Ireland's 'Diamond Cover' used car programme. These warranties would normally include breakdown rescue or roadside assistance for a limited period too, and a courtesy car any time your car is in for repairs.

However, you still need to check the small print. In many cases, the warranty is offered by the selling dealer rather than the manufacturer, so warranty details may still vary from dealer to dealer.

Very often, cars sold under such programmes are often described as 'Approved' used vehicles, but this should not have any bearing on the quality of

the used car warranty. A car described in this way is generally a car that has been returned or sold to the dealer who originally sold it, before being repaired, systematically checked and approved by the same dealer.

### Non-main dealer used car warranties

Most reputable garages or non-main dealers will offer their own individual warranties on their used cars, usually for a period of up to three or six months or possibly a year. What these warranties cover will invariably depend from dealer to dealer so, as always, get details of the warranty in writing. They may not be as comprehensive as the main dealer ones.

### Auctions

Buying a car from an auction is not for the faint-hearted as cars are all "sold as seen" which means that it is sold with all its faults and generally don't come with any guarantee. This means that auction firms cannot be held responsible for any problems after a purchase, so it's up to you to spot and take on board any issues or potential problems by inspecting the car before the auction. However, some of the cars being auctioned may be new enough that they are still covered by the original manufacturer warranty.

### Your essential rights

The main point to bear in mind is that these warranties do not affect your statutory rights if a car proves to be a 'lemon', and the selling dealer or garage is refusing to take responsibility.

So if you were sold a car that was supposed to work, and has already broken down three times over a short period and is clearly not fit for purpose, you may have a good case under the Sale of Goods and Supply of Services Act 1980. Ask for a replacement or refund, and follow up with this complaint in writing.

If the garage is a member of the SIMI (see *Useful contacts*) you could take your complaint to their dispute resolution service. Alternatively, for claims against a dealer of up to €2,000, you might consider taking the matter to the Small Claims Court for a small fee.

However, you should still check your warranty first. For instance, does it cover just repair or does it include replacement? If so, this may be an easier route to go down.

## choice comment

Buying a used car can be a bit more of a minefield than a new one, so buying from a dealer or garage will make sense if you want the benefit of the same consumer rights as when you buy a new car. Buying from a private seller or auction is far more risky so you need to know what to look for and do all the necessary checks yourself or with the help of a knowledgeable friend. If you are offered a warranty from a dealer selling a used car, you should check out exactly what it covers. Ultimately, used car warranties are more problematic than manufacturer warranties because used cars by their nature are not perfect. In terms of warranties, manufacturer warranties remain king in delivering tangible consumer protection if things go wrong. So if you can buy a car with some manufacturer warranty period still remaining, this can ultimately give you more protection than a used car warranty offered by a dealer.

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