

### CONTEXT

To make it easier to travel between home, CEGEP and your part-time job, you have decided to buy a used vehicle. Before driving your new car, there are points you need to check and steps to follow.

➤ **1. In your opinion, what are the steps to consider when buying a used vehicle?**

*Determining one's needs; setting a budget; shopping around to be able to compare offers; taking a vehicle out for a test drive; having the vehicle undergo a mechanical inspection; checking the vehicle's history with the Société de l'assurance automobile du Québec; learning about the warranties that apply to the vehicle; carefully reading the contract and making sure to understand it; finding out about cancellation possibilities, etc.*

Now watch the [My First Car](#) video from the Office de la protection du consommateur, and then answer the following questions:

➤ **2. Use the bank of words made available to you to complete the following sentences. You can also refer to the [Purchased Automobile](#) section on the Office de la protection du consommateur website.**

rights, permit, compensate, security, individual, grandmother, poor condition, warranty, false private vendors, commitments, merchant, sum of money, caution, friend, classified ads

- You can buy your used car from a merchant or an individual.
- The merchant is required to hold a permit from the Office de la protection du consommateur.
- To obtain a permit, the merchant must pay security, that is, a sum of money that can be used to compensate consumers should the merchant fail to abide by his or her commitments, e.g. if the company closes its doors.

- d) An individual can be a friend, your grandmother or someone who is selling a car in the classified ads.
- e) In classified ads, there are false private vendors, who are actually merchants who conceal the commercial nature of their activities.
- f) It is important to exercise caution, because if you buy one of their cars, you can be deprived of several of your rights, such as enforcing a warranty. This is in fact one of the reasons merchants try to hide the true nature of their activities.
- g) In addition, merchants often sell vehicles by concealing their poor condition.

**3. Go to the Office de la protection du consommateur website and find at least four clues to identify a false private vendor.**

*The same phone number appears in several ads on the classified ads website;*

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*The vendor claims to be selling a vehicle on behalf of another person;*

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*The vendor is reluctant to meet you at his or her home;*

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*The vendor has more than one automobile for sale;*

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*The vendor offers to complete the transfer of ownership himself or herself.*

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**4. In the video, it is strongly recommended that prospective buyers check certain points before purchasing a used vehicle. In addition to examining it during the daytime, taking it out for a test drive and having it inspected by a mechanic, it is recommended that they consult:**

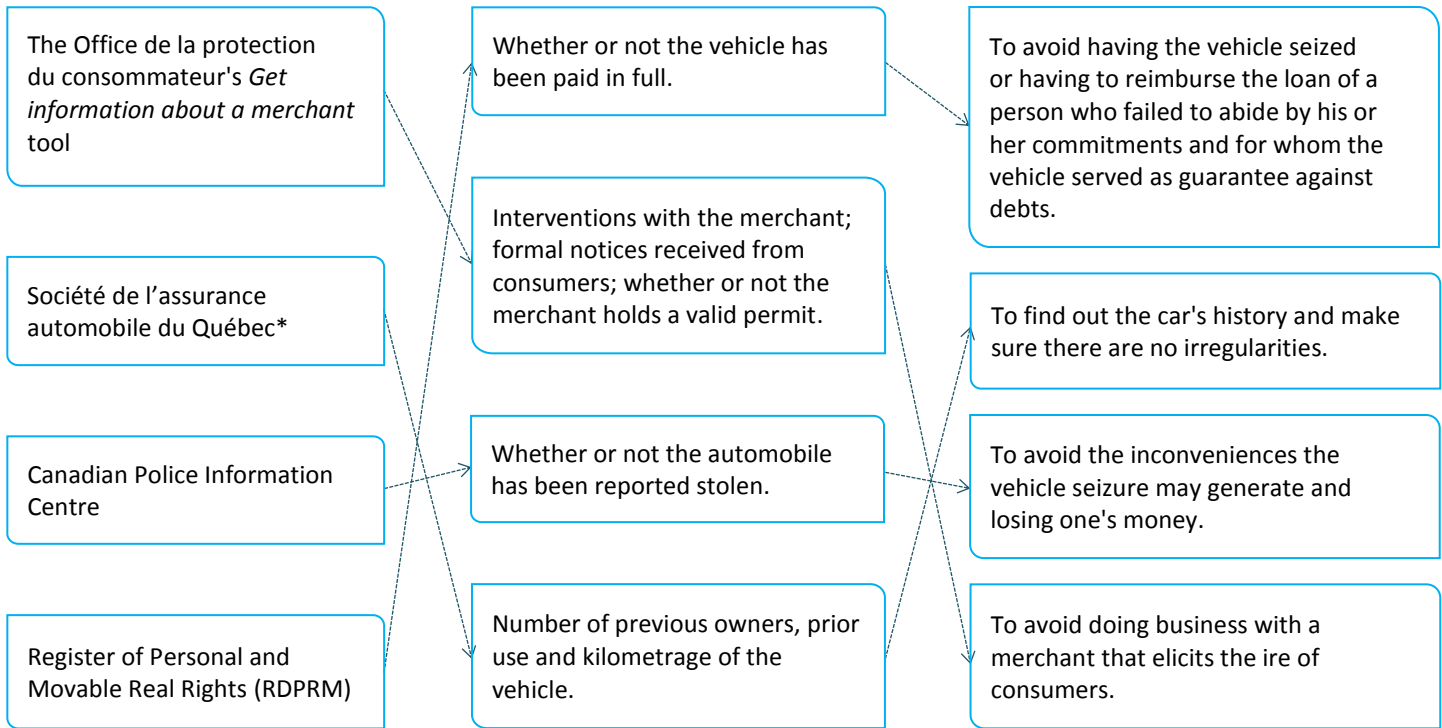
- The Office de la protection du consommateur;
- The Société de l'assurance automobile du Québec;
- The Canadian Police Information Centre;
- The Register of Personal and Movable Real Rights (RDPRM).

**Connect each information resource with the information it contains, and then with the reasons why consulting them is recommended.**

## ➤ Resource

## ➤ Information it Contains

## ➤ Why Consult the Resource?



\* Some specialized businesses also offer this service online.

## ➤ 5. Using the fact sheet provided on pages 5 and 6, answer the following questions:

a) In which category are the two following vehicles and what is the length of the applicable warranty of fitness?

1. A 4.5-year-old automobile that has logged 82,000 kilometres

Category: D

Length of warrant: Does not apply.

2. A one-year-old automobile that has logged 50,000 kilometres

Category: B

Length of warranty: 3 months or 5,000 kilometres, whichever comes first.



- b) William paid \$5,000 for his used car a month ago. This week, it had a few major problems and has become unusable. Mechanic's verdict: the entire transmission needs to be replaced and this is probably not a recent problem...

Despite a pre-purchase mechanical inspection, William was unaware of this vehicle's latent problem and now regrets his acquisition: "If I had known, I wouldn't have bought it, at least not at that price..."

Under which warranty can a claim be made in this situation? Justify your answer.

*William could make a claim under the warranty against hidden defects, as it appears this problem was present before the sale: the defect was not mentioned by the vendor and William could not have known about the situation, despite his precautions.*

- c) You now know that the law does not specify what is a reasonable lifetime for goods. Given that consumers and merchants do not always agree on this issue, they can turn to the courts for a ruling. What are the factors that must be taken into consideration when establishing a reasonable lifetime for an item?

*The price paid; the terms of the contract; a diagnosis from a professional; and the conditions under which the item is used.*

- d) What does the expression "abiding by the conditions of use of an item" mean? Illustrate your answer with an example.

*Abiding by the conditions of use of an item means using the item in accordance with the purpose for which it is intended. For example, if I buy a regular car and use it as a heavy-duty truck to go off-roading, I am not abiding by its conditions of use.*

- e) List three synonyms of "manufacturer's warranty."

*Conventional warranty; merchant's warranty; manufacturer's warranty*

**f) If you buy a car from an individual, are the warranties transferrable?**

*Yes, as long as they are still valid.*

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**g) According to you, what is a recall on an automobile?**

*A recall is a notice sent to a vehicle owner by the manufacturer when the latter discovers a flaw in design, manufacturing or assembly that could compromise the safe operation of the vehicle.*

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*Important: When you buy a used vehicle, it is essential that the manufacturer be informed of the change of ownership so that you can be notified of any recalls concerning your vehicle.*

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➤ Warranties provided by law

The vehicle you purchase is covered by warranties provided by law. These warranties apply automatically without charge.

They allow you to expect that the vehicle:

- will serve the purpose for which it was bought (use warranty);
- will have a reasonable lifetime, given the price paid, the contract, and the conditions of use (reasonable lifetime warranty);
- will not show hidden defects – that is, important defects that were present before the sale, that were not mentioned to you and that you could not have noticed, even if you were observant (warranty against hidden defects).

➤ What is a reasonable lifetime?

The reasonable lifetime warranty provides that a vehicle must serve for normal use for a reasonable period of time.

However, the law does not specify, for example, that a vehicle must have a lifetime of 15 years. Why? Because several factors, such as the price paid, the contract, and the conditions of use, must be taken into account to determine the reasonable lifetime of a vehicle. Thus, a \$15,000 vehicle cannot be expected to last as long as another one with the same features, but that costs \$30,000.

➤ Warranty of fitness

The warranty of fitness only applies to used cars built in recent years. The length of the warranty is determined on the basis of the vehicle's market year and kilometrage, in accordance with the following table:

Categories	Market Year and Kilometrage	Length of the Warranty
A	2 years or less and has logged fewer than 40,000 kilometres	6 months or 10,000 kilometres, whichever comes first
B	3 years or less and has logged fewer than 60,000 kilometres	3 months or 5,000 kilometres, whichever comes first
C	5 years or less and has logged fewer than 80,000 kilometres	one month or 1,700 kilometres, whichever comes first

No warranty of fitness covers vehicles that are over 5 years old and that have logged over 80,000 kilometres. These vehicles belong to "category D."

Note: A vehicle that is no longer covered by the warranty of fitness, due to its age or kilometrage, may still be covered by the legal warranties.

\* The texts of the fact sheet are taken from the website of the Office de la protection du consommateur ([opc.gouv.qc.ca](http://opc.gouv.qc.ca)).

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## ➤ **Manufacturer or merchant warranties**

Vehicles purchased or leased from a merchant are often covered by a warranty provided free of charge. This warranty may be provided by the vehicle manufacturer, and as such is often referred to as the "manufacturer's warranty." The merchant may also offer this type of warranty.

The details regarding items covered and the terms and conditions are most often described in a warranty guide provided to you at the time of the vehicle purchase.

## ➤ **Additional warranty coverage**

The merchant may offer you to purchase an extended warranty, which increases the length of the warranty provided free of charge by the merchant or manufacturer. This type of warranty is honoured either by the merchant that sold the vehicle to you or the vehicle's manufacturer.

In the event of a vehicle defect, the additional coverage provides for repairs, replacement or a refund.

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## ➤ **What about the warranties of a used car purchased from a private vendor?**

Warranties that are still valid can be transferred to you. The car may still be covered by:

- the manufacturer or dealer warranty;
- the extended warranty.

You do not need to prove that the car was properly maintained by its former owner to benefit from these warranties.

## ➤ **Transferring warranties**

To transfer the warranties to your name, contact the dealer. Inform the dealer that you are the vehicle's new owner. Also remember to:

- request the owner's manual if it was not given to you;
- check whether there are any recalls or extended warranties on the vehicle.