

Purchasing Used Cars in Maine



Buying a vehicle is a big decision and a major expense. Buying a used vehicle can be a good value for the money, but it can also be a gamble. Going shopping armed with information on what to look for can boost the odds that you will get the value you want in your purchase. Whether you buy from a private party or a dealer, the most important thing you can do is inspect the vehicle completely.

Buying Used From a Private Seller

Private sellers often charge less for used cars than dealers, but they rarely offer any type of after sale warranty. If a problem arises with the car, your only recourse may be a lawsuit. Take precautions and inspect the vehicle completely. Ask the seller why they are selling the car. Ask where the car has been serviced and if there are any records that you can review. Ask if the car has passed inspection in the current year. Inspect the title to make sure you are dealing with the owner of the vehicle. The title is a document that proves who owns the vehicle. Title should be in the possession of the owner of the vehicle. Check the title for notations such as, “salvage” or “rebuilt” which might indicate the car has been in a serious accident. Check the title to make sure any

liens have been released. A lien indicates that a bank or other person may have loaned money to the prior owner, usually to purchase the car. This gives the bank or other person a right to the car if the loan is not repaid and the lien will remain on the vehicle title until repaid.

Check the following items or ask a friend who knows cars to go with you and do this for you:

1. Make sure the body parts line up and the doors open and close easily.
2. Look to see if the paint matches and if the tires show even wear.
3. Check under the hood for leaky hoses, worn belts and dirty oil.
4. Check the automatic transmission fluid and the radiator water. The automatic transmission fluid should be clear and reddish and not smell burned. The radiator water should have a light yellow or green color.
5. Sit in the car and turn the ignition key to accessory and make sure all the warning lights and gauges work.

6. Start the car and check the lights, turn signals and windshield wipers.
7. Turn on the fan for the heater and see if the air smells musty or mildewy.
8. Check to see if any warning lights remain lit on the dashboard.
9. Check the air filter for any signs of oil.

Take the car for a test drive. If you have brought a friend, ask them to follow you and observe if the rear wheels seem to skew to one side—a sign that the frame may be out of alignment. If you see blue smoke coming from the exhaust, the engine may need an overhaul. Take the vehicle up to 35 or 40 miles per hour. Make sure the shifting is smooth and the steering is straight. The steering wheel should not shimmy, and cornering should be smooth. When braking, a pull to the left or right could indicate a brake problem.

When you return from the test drive, write down the 17-digit vehicle identification number and use it to secure a vehicle history report. You will receive information about whether the car: has a clear title, has been salvaged, has been in a serious accident or a flood, has been sold and the sale dates, and if it has been recalled for defects. If you can't find the number, ask the seller. The number should be on the title. Finally, ask the seller if you can take the vehicle to a mechanic that you trust for a thorough inspection. Some mechanical problems may not be easily identified during a test drive.

Buying Used From a Dealer

Go into the dealership knowing what you can afford to spend and with a firm price range in mind. Many salespeople will try to get you into a newer, more expensive car than you went in looking for. Two major differences when buying from a dealer as opposed to a private seller are the amount of information the dealer is required to provide and the warranties that may be available with the purchase.

Maine's Used Car Information Act requires dealers to attach a window sticker called a Buyer's Guide to the used cars they sell. **The Buyer's Guide must contain the following information:**

1. The car's make, model, year, and identification number.
2. What the car was used for by its previous owner (taxi, rental car, personal car).
3. All mechanical defects known to the dealer.
4. How the dealer acquired the car (auction, trade-in, repossession).
5. Any substantial damage sustained by the body or the engine of the car, such as collision damage, fire, water damage (even if the damage has been fully repaired).
6. A warranty that the vehicle can pass state inspection unless the vehicle is a reconstructable motor vehicle. If the vehicle is a reconstructable motor vehicle, it must be clearly labeled as an "Unsafe Motor Vehicle."



7. Whether the dealer makes a service contract available on the vehicle.
8. That the dealer must disclose the name and address of the previous owner if the buyer asks for the information.
9. Whether the vehicle has been returned to a manufacturer because of warranty defects.
10. That the buyer must deliver written notice to the dealer of any breach of warranty claim.
11. The name and telephone number of the person the buyer should contact at the dealership if they have problems or complaints after the sale.

If the dealer offers any additional warranty (an express warranty), ask for a copy of the warranty and review it very carefully making sure that you understand all the terms and conditions. A full or limited warranty doesn't have to cover the entire vehicle. The dealer may specify that certain systems be covered by a full warranty and some part or systems by a limited warranty. The warranty tells how to get repairs for a covered system or part. If it is a third party that is legally responsible for doing the repairs under the warranty, investigate their reputation and whether they are insured. Find out the name of the insurer and call to verify the information. Check out the company with the Better Business Bureau. If the dealer offers an express warranty, implied warranties may not be disclaimed, but may be limited to the duration of the express warranty.



If the manufacturer's warranty is still in effect, the dealer may include it in the system's covered section of the Buyer's Guide attached to the window of the car. To make sure you can take advantage of the coverage, ask the dealer for the car's warranty documents. Call the manufacturer to find out if the remaining original warranty can be transferred into your name as different manufacturers have different warranty policies. Verify what is covered and the expiration date of the coverage. Make sure you have the Vehicle Identification Number when you call.

An extended warranty is a service contract between you and the warranty company. The dealer may offer to sell you such a contract. The warranty company pays for the repairs covered by the contract for a specified period of time. It is like health insurance for your car, and like health insurance, not everything is covered. Usually items like belts, brakes, tires, and other wearable parts are not covered. Before you decide to buy an extended warranty, make sure you understand exactly what is covered and for what time periods.

Dealers offer "Certified" vehicles with the assurance that the vehicle is mechanically sound because the mechanics in the dealer's service department have verified that major systems are in good shape. If the vehicle you want to buy is a "Certified" used car, look to see exactly what items were checked off and approved when the car was certified. The car

may have been in an accident or have a poorly maintained engine and still be certifiable.

Lemon Laws—Only used vehicles less than two years old and with fewer than 18,000 miles can qualify for Maine lemon law protection. Maine’s lemon law was enacted to protect consumers from having to keep a new car that has recurring problems. If someone buys a new car with major problems, and the manufacturer fails to repair the defect in a certain amount of time, the manufacturer may be required to refund the consumer’s money by buying the vehicle back. Unfortunately, some of these vehicles are resold as used cars. This is another good reason to thoroughly check out a car before you purchase it.

Maine law does not allow a “cooling off” period for sales that take place outside the home, such as, used cars purchased from a dealer. Don’t allow yourself to be pressured into a sale that you’re unsure of. Whether you are considering buying from an individual or a dealer, carefully examine the vehicle. Have an independent mechanic examine the vehicle for mechanical defects that might not show up in a visual inspection and test drive. Write down the identification number from the window sticker and get a vehicle history report. Be ready to leave if you feel any pressure or have any hesitations about the vehicle. You can always find another car or come back later.

Do not give a deposit or sign anything until you are absolutely satisfied with the car and the conditions. If you put down a deposit, you have probably entered into a contract to buy the car. If you decide not to complete the purchase, you may not be able to get back your deposit. Maine law requires the dealer to give you a written copy of its deposit policy, but does not require that your deposit be returned if it is not the dealer’s policy to do so.

After purchasing, if you have a problem that you think is covered by a warranty or service contract, follow the instructions to get service. If a disagreement arises, there are several steps you can take before filing a lawsuit. Try to work it out with the dealer. Talk with the sales person or the owner of the dealership, if necessary. If your warranty is backed by a car manufacturer, contact the local representative of the manufacturer. Check your warranty to see if dispute resolution is a required first step before you can sue the dealer or manufacturer.

If none of these steps is successful, small claims court is an option if your claim is \$4,500 or less. The clerk of your local small claims court can give you a booklet that tells you how to file a suit. Remember to notify the dealer of his failure to perform warranty obligations, by registered or certified mail, before suing for breach of warranty. If these methods fail, or the problem with your purchase is the result of the dealer’s failure to post the Buyer’s Guide containing the history of the vehicle on the car, or because the dealer made written or oral misrepresentations regarding the vehicle, it could be a violation of Maine’s Unfair Trade Practices Act. Contact an attorney.

For more information, call the Legal Services for the Elderly Helpline for free legal advice.

LSE Helpline
1-800-750-5353

