

If the car you buy does not work as promised, or if the seller will not make repairs as promised, you have several options. If you bought the car from a used motor vehicle dealer, one option would be to sue under the Illinois Consumer Fraud and Deceptive Business Practices Act. If successful, you might be able to force a dealer to repair the problem, pay damages that arise from the fraudulent transaction, and also to pay your attorney's fees. If the misrepresentations are serious, the Court could find that the dealer must buy back the vehicle. Another alternative would be to file a complaint with the Attorney General's Office, which may be able to contact the dealer and resolve the complaint to the satisfaction of all parties. If the Attorney General's Office receives a number of complaints about a dealership, it may initiate further action on behalf of the complaining consumers under the Illinois Consumer Fraud and Deceptive Business Practices Act.

If you notice problems with either your new or used car, keep written records of all of your complaints as the problems occur. Keep copies of all of your repair orders and receipts, even if a warranty covers the repair cost. Complete and accurate records will greatly increase your chances of achieving the results you want should it be necessary to go to arbitration or to file suit. If you are having problems caused by any aspect of your purchase of a car, we suggest that you contact your attorney to discuss the facts with him or her.

---

*Copyright, Illinois State Bar Association 2016*

**This pamphlet is prepared and published by the Illinois State Bar Association as a public service.** Every effort has been made to provide accurate information at the time of publication.

For the most current information, please consult your lawyer. If you need a lawyer and do not have one, call Illinois Lawyer Finder at (800) 922-8757 or online [www.IllinoisLawyerFinder.com](http://www.IllinoisLawyerFinder.com)

---

#### **Pamphlets Available**

Adoption  
Advice to Newly Marrieds  
Alternative Dispute Resolution  
Auto Accidents  
Auto Insurance  
Bankruptcy  
Being a Guardian  
Buying a Car  
Buying a Home  
Buying on Time  
Divorce  
Estate Planning  
Gender Transitioning  
General Practitioner  
Healthcare Privacy  
Healthcare Decisions  
Hiring a Lawyer  
Illinois Traffic Courts  
Jury Duty  
Landlord-Tenant  
Law-related Careers  
Limited Scope Representation  
Living Trusts  
Patients' Rights  
Rights of LGBT  
Selling a Home  
Serving as a Guardian for an Adult with Disabilities  
Starting a Business  
Your Rights if Arrested

---

For more information on legal issues or to obtain single copies of each of the pamphlets listed above (free to individuals), please visit [www.ISBALawyers.com](http://www.ISBALawyers.com)

---

**ILLINOIS BAR CENTER**  
424 S. Second Street  
Springfield, IL 62701-1779  
[www.isba.org](http://www.isba.org)

## **Consumer Legal Guide**



# Your Guide to Buying a Car



**ILLINOIS STATE  
BAR ASSOCIATION**

**ASK A LAWYER**

## BUYING A CAR

The purchase of a new or used car will probably be one of your biggest expenditures outside of purchasing a home. How can you be sure you will get what you pay for? The ISBA suggests you consider a number of things before you make this investment.

## BEFORE YOU BUY

Begin by deciding what things you need your car to do on a day-to-day basis and what cars are available. Consider what size car you need, what type of car you want, and how much you can afford to spend. Publications like Consumer Reports offer reviews and repair records for most domestic and foreign vehicles. Your insurance company may have safety information and records. A little research before you buy can prevent disappointment later.

If you are interested in a particular car, ask your salesperson for a written proposal. This should give you a figure with all charges and credits, such as trade-in, dealer preparation fees, taxes, and other charges. You can then compare this proposal with other dealerships' proposals.

Do not make your final decision in the spur of the moment. Reputable dealerships will not try to force you into an immediate sale because they are confident that their proposal is comparable to that of their competitors. Except for scarce vehicles and year-end models, new car dealers can probably obtain a similar car to sell to you in the near future should the car you are interested in be sold while you are still deciding which proposal is best.

## BORROWING THE MONEY

If you are not going to purchase a car with cash, call your lending institution for their finance rate before you go shopping for a car. You can then compare their rate with the financing made available through the dealership. You may also consider

leasing as an alternative to an outright loan. Lease payments are generally less than loan payments, but you need to remember that you will not own the car when the lease ends.

Review all documents carefully before you sign them. They should set out everything you have agreed to, including price, interest rates, length of payments, and total cost of the vehicle including all charges.

Make sure that you understand all of the other terms of the financing agreement, especially what happens if you are late or miss a payment.

## CHECKING OVER A USED CAR

When you buy a used car, you should let an independent mechanic check it thoroughly. The mechanic can estimate mileage based on tire and brake wear and evaluate the general condition of the car. In many cases, he or she can advise you of potential problems and the cost of repairing those problems if they are not covered under any warranty.

Prior to buying a used car, you may wish to learn the names of the previous owners to check with them about problems they've had with the vehicle. You can determine this by obtaining a copy of the vehicle identification number (VIN) for the vehicle and inquiring with the Secretary of State, Dept. of Motor Vehicles to obtain a history of ownership.

Under both state and federal law, the seller of a used car is required to provide the buyer with an odometer (mileage meter) certification. Specifically, the seller must record on the title form the odometer reading at the time of transfer, the date of the transfer, the seller's printed name and signature, and the buyer's printed name and address; you must also sign the title form indicating that you are aware of the odometer certification made by the seller. An odometer that shows fewer miles than what is recorded on the transfer statement or a transfer statement that indicates that the true mileage is unknown should raise a red flag and thus you should take extra care in examining this car.

## AFTER YOU BUY

A new vehicle is covered by a manufacturer's warranty. You should make sure the dealer explains to you the terms of the warranty, its length, and what is not covered. Most manufacturers have a customer service network that works with customers who are not satisfied with their new car. Many manufacturers also have an independent arbitration system in place to deal with customer problems. These channels for customer relief will be set out in the new car warranty.

A person who buys or leases a new car may also seek relief under state or federal statutes. In Illinois, you may be able to obtain a replacement vehicle or a refund for the full purchase price or lease cost of the new vehicle (less a reasonable allowance for consumer use of the vehicle) if: a) the car has a defect that substantially impairs the value, the safety, or the use of the car; b) the defect occurs within 12 months or 12,000 miles (whichever occurs first after delivery); and c) the seller is unable to correct the defect after a reasonable number of attempts, which generally means after four or more repair attempts for the same problem or after the car is out of service due to repair for thirty days or more. You must give the seller a reasonable opportunity to repair the vehicle prior to taking advantage of this remedy.

Purchasing a used car is another matter, however. Used cars may be sold "as is" or with a limited warranty. If you purchase a car "as is," you have no warranty and in most cases the seller is not obligated to stand by any oral representations he or she may have made prior to the purchase. If you are buying a car "as is" and the seller has made certain representations about the car or has promised to repair certain problems with the car, get these promises in writing. Make the seller set out what he or she is willing to do on the bill of sale. If the vehicle has a limited warranty, make sure the seller puts in writing what the warranty is, what it covers, and how long it lasts. Obtaining representations or promises in writing will eliminate problems later on.