

All About Autos

NEW CARS, USED CARS, AND REPAIRS



Missouri Attorney General
JOSH HAWLEY

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Introduction

Each year, complaints about cars — buying them, having them repaired, getting them titled — are near the top of the list of consumer complaints reported to my office.

The problems include recently purchased new and used vehicles that don't operate properly, warranties that aren't being honored, and repairs that are paid for but don't fix the problem. My Consumer Protection Section receives about 2,000 such complaints each year.

While it's impossible to avoid all problems with buying and repairing cars, there are steps you can take to help avoid disputes and rip-offs. This guide lays out some of Missouri's basic motor-vehicle laws and provides common-sense suggestions you can use when negotiating a car purchase or arranging repairs.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua D. Hawley".

Joshua D. Hawley
Attorney General



New Cars

LEMON LAW

The Missouri New Vehicles Warranty Law, commonly called the “Lemon Law,” protects buyers of new vehicles by enforcing the manufacturer’s express warranty. The Lemon Law does not apply to used cars.

What vehicles are covered?

All new vehicles sold or leased with warranty provisions are covered under the law, except for commercial and off-road vehicles, mo-peds, motorcycles and the non-chassis portion of recreational vehicles. Also included are demonstrator or lease-purchase vehicles as long as a manufacturer’s warranty was issued as a condition of the sale.

Vehicle Owner Responsibilities

New-vehicle owners must report problems or defects in writing to the manufacturer to be entitled to use the provisions of the Lemon Law. The manufacturer must be permitted a “reasonable” number of attempts to correct the problem.

Under the law, it is presumed that the manufacturer has been given a “reasonable” number of attempts to correct the problem if:

- The vehicle has been in the repair shop for the same problem four or more times and the problem still exists; or
- The vehicle has been out of service because of a problem covered by warranty for 30 or more working days since delivery, excluding delays that are beyond the manufacturer’s control.

If the problem cannot be fixed in a “reasonable number of repair attempts” the manufacturer can either offer you a cash refund or a vehicle of comparable value.

Under the law, manufacturers can deduct a “reasonable allowance for the consumer’s use of the vehicle” from the refund. The law also stipulates that the replacement vehicle must be acceptable to the consumer.

Lemon Law Disputes

If after a reasonable number of repair attempts you still believe the vehicle does not conform to the warranty, but the manufacturer or dealer has indicated that it doesn’t believe you are due a refund, submit a complaint to the manufacturer.



Missouri law requires manufacturers to explain their complaint procedures to new car buyers. Most auto manufacturers have appeals procedures, with arbitration boards to resolve problems consumers have with the manufacturer or dealer. The contact information for your manufacturer's consumer appeals and arbitration center is in your owner's manual.



NO TITLE - NO DEAL

In most cases, if a vehicle's title is not properly transferred at the time of purchase, the sale is void.

During or at the end of the dispute procedure, the manufacturer may make a settlement offer. You must decide whether to accept the offer or try to get a refund under the Lemon Law by going to court.

Before taking delivery of a new vehicle:

- Get a signed copy of the warranty.
- Make sure the vehicle's title has been transferred to you. The dealer typically does this by filling in and signing the transfer form on the back of the title. You then have 30 days to apply for a new title with the Missouri Department of Revenue before facing title penalties.

THE IMPORTANCE OF CAR TITLES

The Certificate of Title issued by the Missouri Department of Revenue proves ownership of a motor vehicle. A seller should transfer this title to you at the time of your purchase. If you do not obtain the title, you may be unable to register the vehicle as its new owner or obtain insurance. A seller's failure to deliver the title to you could

also indicate the seller does not actually own the car. Complaints about a seller's failure to deliver title should be sent to the Missouri Department of Revenue and the Attorney General's Office. To protect yourself, you may want to delay the transaction until both the car and its title can be delivered.



Used Cars

Because the Lemon Law doesn't apply, buying a used car requires even more caution. The vehicle's history plays a big role in its condition, and in most cases you won't have a warranty. On the other hand, you can save significant money when you buy a used car.

Pay attention to the Buyer's Guide, which the Federal Trade Commission requires dealers to display in the window of each used car offered for sale. The guide gives basic information about the car and includes a warranty section where one of two choices must be checked. The first is "as is — no warranty." The second choice is "warranty."

AS IS: NO WARRANTY

In Missouri, a dealer may sell a used car "as is." There are no specific warranties, and the warranties normally implied by Missouri law do not apply. You are responsible for any repairs on an "as is" vehicle. And remember, Missouri's Lemon Law does not apply to used cars.

If you buy a car from a private individual, the sale is not covered by the FTC rule and you will not receive a Buyer's Guide. Most cars sold privately are sold "as is" and without any warranties.

WARRANTY

If this block is checked, the dealer is promising to pay some or all of the costs of car repairs needed within the warranty period. Get a thorough explanation in writing from the dealer of exactly what is and what's not covered.

Some warranties will cover the car bumper to bumper, while others will only cover certain parts like electrical systems or the power train. Still other warranties may exclude certain parts like brakes or tires.

Also, ask if the car is still covered by any of the manufacturer's original warranty. These warranties typically expire after a certain number of years or miles are reached, for example three years and 30,000 miles.

DO YOU KNOW WHERE IT HAS BEEN?

Before buying a used car, do a title search using the car's vehicle identification number. You'll learn such things as who has owned the car, whether it's been in an accident, totaled, stolen or used as a rental car, whether the odometer is accurate, even the length of time the dealer has had it for sale. That might help you negotiate a better deal.

For about \$40 you can check a car's history, or, for about \$5 more, you can check an unlimited number of cars. Two online companies that offer this service are www.carfax.com and www.autocheck.com. Some details may not show up on these reports. That's why it's essential to also have your mechanic check the car.

Finally, most dealerships sell extended warranties that cover as much or as little of the car as you choose. If you choose to buy an extended warranty, negotiate for what you think is a fair price.

Before driving home a used car:

- Look at the car during daylight. Any damage, defects or other problems will be easier to spot.
- Run a title search to learn more about the vehicle's history.
- Test-drive it. Any seller should allow this.
- Have a mechanic (chosen by you, not the seller) put the car on a lift and inspect it.
- Get proof of inspections for safety and emissions if applicable. Missouri law requires a seller to take care of inspections before the sale. Exception: New vehicles are exempt from these inspections in the first two model years.
- Get the vehicle's title. This is your proof of ownership, and without it you can't get license plates or register the car, and you may have trouble selling it. If buying from an individual, make sure the seller is the person named on the front of the title. Many car-related complaints submitted to the Attorney General's Office have to do with improper titling.
- Get a signed copy of any warranty.

Emissions Inspection

Vehicles registered in St. Louis and four counties require an emission inspection as well as a safety inspection. These counties are St. Louis, St. Charles, Franklin and Jefferson.

Note: New vehicles are exempt from inspections for the first two model years. For example, a 2015 model car is exempt from inspections in 2015 and 2016.

ONLINE CAR AUCTIONS

Because of wider selections and often lower prices, some consumers choose to shop for cars at online auction services such as eBay or Yahoo! But beware: If you are the winning bidder, you're obligated to buy the car, even if you haven't seen it. To avoid unpleasant surprises, some experts recommend no consumer buy a car sight unseen.

But if you decide to buy a car at an online auction:

- Verify the vehicle identification number and run a title search before bidding.
- Don't overbid. Research the market value of the vehicle based on condition, mileage and other factors.
- Ask the seller to agree to an inspection period. This gives you and your mechanic a chance to see the car in person.
- Pay by credit card. You have a better chance of recouping your money if you think you've been misled or defrauded.
- Consider using an escrow service or a buyer's protection program through the auction company. There may be a fee for these services, but they help to guarantee that both buyer and seller are satisfied in the transaction.

Odometer Rollback

When considering the mileage on a used vehicle, you need to watch out for odometer tampering. To command a higher price, an unscrupulous seller may roll back or may switch out the odometer. State and federal laws forbid odometer tampering, which can trick a consumer into paying more for a used car than it's worth.

State Law Requirements

Missouri law requires that a dealer or an individual selling a used car must reveal to a potential buyer the total number of miles registered on the odometer and any alteration done to the odometer. If the odometer has been changed, state law requires notice with details of the change posted on the inside left door frame.

Checking for Rollbacks

If you think a car's mileage has been adjusted, here's what you can do:

- Ask dealers who previously sold the vehicle for copies of the vehicle's odometer disclosure forms.
- Check oil-change stickers for mileage.
- Check the mileage at the vehicle's last inspection. A title search can disclose this.

Legal Remedies

Odometer fraud is a crime, and you may be entitled to remedies in court. If you believe you have been defrauded by an odometer rollback, you may sue in federal court under the federal Motor Vehicle Information and Cost Savings Act or in state court. You also can report the fraud to your county's prosecuting attorney.

Car Repair

In Missouri, state consumer laws prohibit unfair and deceptive practices in auto repair. Mechanics who mislead, deceive, or make misrepresentations to consumers may be subject to penalties under the Merchandising Practices Act found in Chapter 407 of the Missouri Revised Statutes.

Good judgment, advance planning, and a little caution can help you avoid many common auto repair difficulties.

Tips to Follow When You Have Car Problems

Research repair shops. Ask friends and neighbors if they know a reliable mechanic. Contact your local Better Business Bureau to check a shop's reputation, or call the Attorney General's Consumer Protection Hotline to see if there are any complaints about the shop.

Before you take your car to the shop, pay attention to your car's problem. Be specific in describing your car's symptoms and tell the mechanic about any past repairs for similar trouble.

Although you may not fully understand the technical terms, carefully listen to the mechanic's diagnosis. Don't be afraid to ask questions if you don't understand something.

Get a cost estimate in writing and instruct the mechanic to call for authorization before making repairs not listed on the original repair order.

If you believe the mechanic has recommended unnecessary work or you are dissatisfied with the

estimate, get a second opinion. This is an especially good idea when your car needs major repairs.



KNOW THE LAW

The state consumer protection laws are found in Chapter 407 on the Web at www.moga.mo.gov/.

If the mechanic recommends replacing certain parts, ask for the old parts. You may receive credit on some parts if the mechanic wants to keep them. It's a particularly good idea to keep the old parts if you are concerned that unnecessary work is being done. If you want the

old parts returned, be sure that requirement is written on the repair order before the work begins.

Many disputes don't arise until consumers pick up their cars and see the service bills.

How to avoid disputes:

- Specifically list the labor, parts, and services performed. Be sure the repairs listed on the repair order cover all the problems you described.
- If the work is guaranteed, get all the warranty information in writing on the repair order or bill.
- If you do have a problem, such as the bill greatly exceeding the estimate or the repairs being made improperly, always go back to the original mechanic. Often, a dispute can be settled quickly and calmly.
- If the business refuses to correct the problem or answer your questions about the bill, legal action may be appropriate. Your options include contacting the Attorney General's Office, the Better Business Bureau and your own attorney.



Notes



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