



Consumer guide

Used vehicle purchase

AMVIC recommends you choose products and services sold by AMVIC-licensed businesses. Licensed businesses commit to following the consumer protection rules set out in Alberta's *Consumer Protection Act*.

Before you go:

- **Check if the business is licensed** by going to AMVIC's portal: <https://amvic.ca.thentiacloud.net/webs/amvic/register/#>
- Take a photo or a copy of an ad you see to ensure the seller adheres to the advertised price,
 - which must include ALL fees and charges the seller intends to charge.
 - which the only fee that can be added to the advertised price is GST as well as any costs associated with financing. This is called '**all-in pricing**' and it's the law in Alberta.
- Decide on your budget. Focus on the total cost of the vehicle, not the affordability of the monthly payment.
- **Never be in a rush** when purchasing a vehicle. Take your time and include a trusted friend or relative in the process.

While you're there:

Deposits

- You should never have to give a deposit in order to test drive or negotiate a price for a vehicle. If there is no sales agreement, there should be no need for a deposit.
- Don't just assume the deposit is refundable. Read carefully and ask questions to ensure the deposit is refundable or non-refundable, and under what terms and conditions.
- Get a receipt for the deposit.
- AMVIC has a recommended deposit agreement form consumers can use available at amvic.org. AMVIC has the authority to create a mandatory deposit agreement and if it does so in the future, then it must be used by all business operators engaged in automotive sales.

Bill of sale

- Read every word in a document. If it requires a signature, it is important!
- Use the **bill of sale checklist available on amvic.org** to capture all promises, as well as clarification on terms and conditions in writing that are not clear to you.
- Ensure a copy of the most current Mechanical Fitness Assessment is attached and you review it carefully.
- Before signing, review the bill of sale to be sure all information is accurate and complete. Verify the details of the finance agreement and be sure all reported income and down payment amounts are correct.
- Stop shopping after you sign a purchase contract. When you buy a vehicle, there is no "cooling off" period. Even if you find a better deal or change your mind, a dealer can enforce the contract.

History

- It is important that consumers have access to vehicle history information throughout the buying process. **The vehicle history checklist on the reverse** is a good guide to follow and is available at amvic.org.

After you buy:

- Consumers who believe they were treated unfairly by a licensed seller can [file a complaint with AMVIC](#).
- The [Compensation Fund](#) may be available to the customers of a failed and closed AMVIC-licensed business. However, consumers are not eligible to apply to the Compensation Fund if they buy from a private seller or curber.

Beware of curbbers: sellers operating without a sales licence who typically sell stolen, damaged or odometer-tampered vehicles.

Vehicle history checklist*



This checklist states the requirements under Section 31.1(1) of the Automotive Business Regulation [ABR] that must be disclosed to the consumer.

Step one: identify the business and the vehicle being sold below.

Licensed automotive business name _____	
Make _____	Model _____
Colour _____	VIN _____
Odometer reading _____	Year _____

Step two: review the list below and check all that apply.

Yes	No	If applicable, the following information must be provided in a clear and legible manner:
		Was the vehicle ever bought back by the manufacturer ?
		Was the vehicle ever damaged by fire?
		Was the vehicle ever damaged by flooding?
		Was the vehicle ever used as a police or emergency vehicle?
		Was the vehicle ever used as a taxi or limo?
		Was the vehicle ever owned by a vehicle rental business or used as a rental vehicle?
		Was the vehicle ever declared a salvage vehicle in Alberta, or the equivalent under another jurisdiction?
		Was the vehicle ever declared a non-repairable vehicle in Alberta, or the equivalent under another jurisdiction?
		Was the vehicle ever declared an unsafe vehicle in Alberta, or the equivalent under another jurisdiction?
		Was the vehicle ever in need of repairs that cost more than \$3,000 including parts and labour due to an incident or collision? If yes, and those repairs were completed by the business operator, the total to complete the repairs was \$ _____.
		Was the vehicle previously registered in a different jurisdiction? If yes, name the province/country: _____
		If the vehicle was registered in another jurisdiction, was it required to be inspected prior to being registered in Alberta? If yes, did the vehicle pass or fail any inspections? _____
		Was all of the above vehicle history information provided in writing to the consumer prior to purchase?

*This guide is not a substitute for legal advice and is not designed as a substitute for advice from qualified independent legal counsel. This guide is not intended to be an exhaustive list of applicable legislation.