Report

CROSS-BORDER CAR PURCHASES

What to look out for when you're bargain hunting

This report is part of the ECC-Net joint project 2015 on cross-border car purchase and registration.

Help and advice for consumers in Europe

ECC-Net

Co-funded by the European Union

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The European Consumer Centres Network

The European Consumer Centres Network (ECC-Net) consists of **30 centres** (one in each European Union (EU) Member State, Norway and Iceland). It is co-financed by the EU and by each of the participating states.

The aim of the Network is to **increase consumer confidence in the European Internal Market** by providing consumers with **information on their rights under European consumer legislation,** and by giving them **advice on, and assistance with the resolution of their cross-border complaints.** As the ECC-Net deals with cross-border consumer complaints and disputes, it is in a unique position to document the problems consumers face when shopping within the EU.

Background

The year 2015 marks the 10th anniversary of the ECC-Net. Over the last 10 years, the ECCs have received more than 650.000 requests for information about EU consumer rights and helped some 300 000 consumers.

The ECC-Net deals with a large number of cross-border consumer complaints each year. Of the 93 741 instances of contact from consumers received by the ECC-Net in 2014, 37 609 were actual **complaints**[1] (an increase of 16 % from 2013).

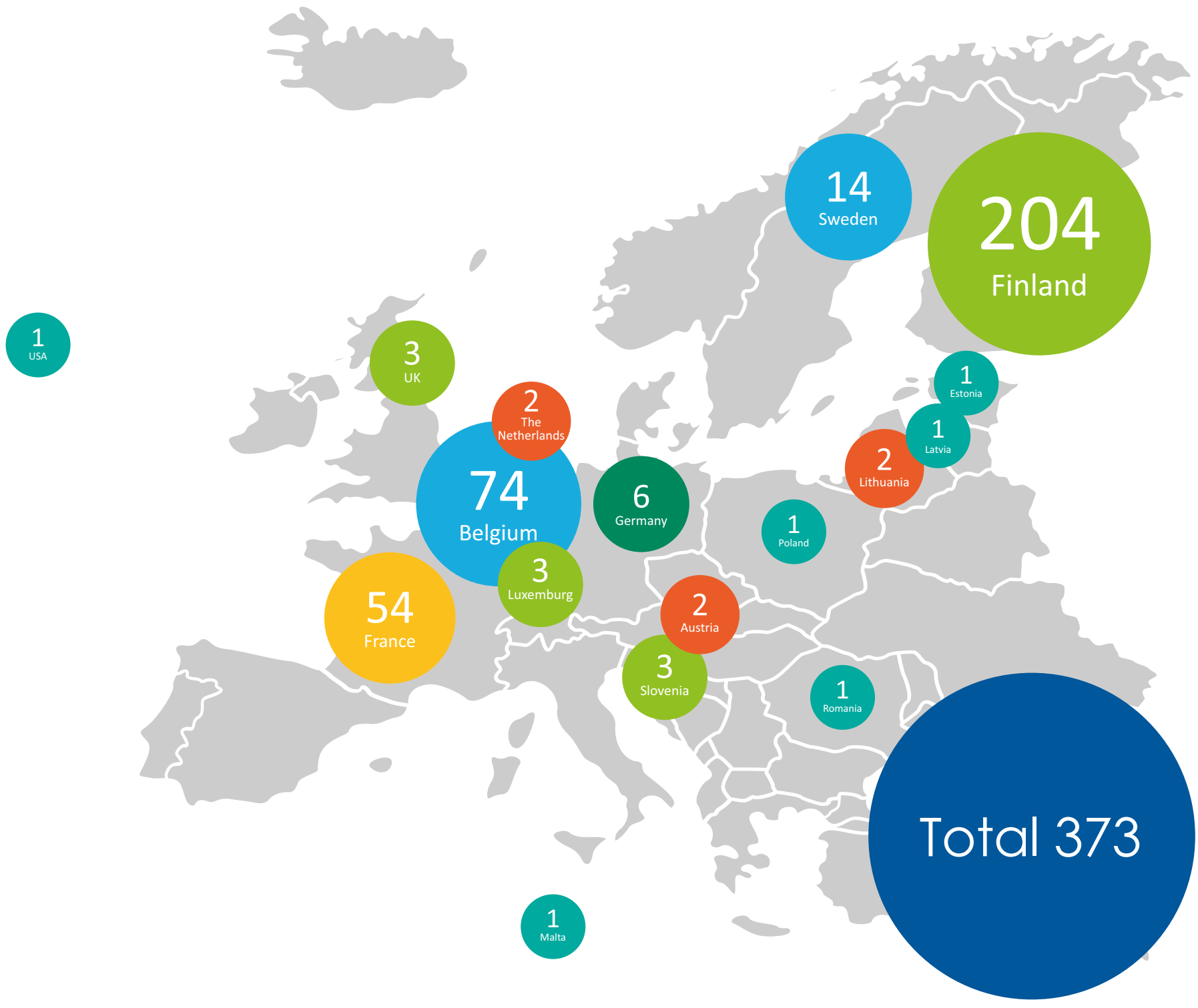
Though only 2.1 % of the complaints received by the ECC-Net in 2014 concerned purchases of new or second-hand vehicles (cars and motorcycles), **this topic has been identified as a major concern among consumers, as the problems incurred by consumers when something goes wrong are considerable, with vehicles being expensive consumer goods and many consumers depending on them.**

The ECC-Net therefore also launched a public appeal for consumer testimonials via its websites. In all, 373 consumers from 17 countries (including one from the USA) answered between April and August 2015.

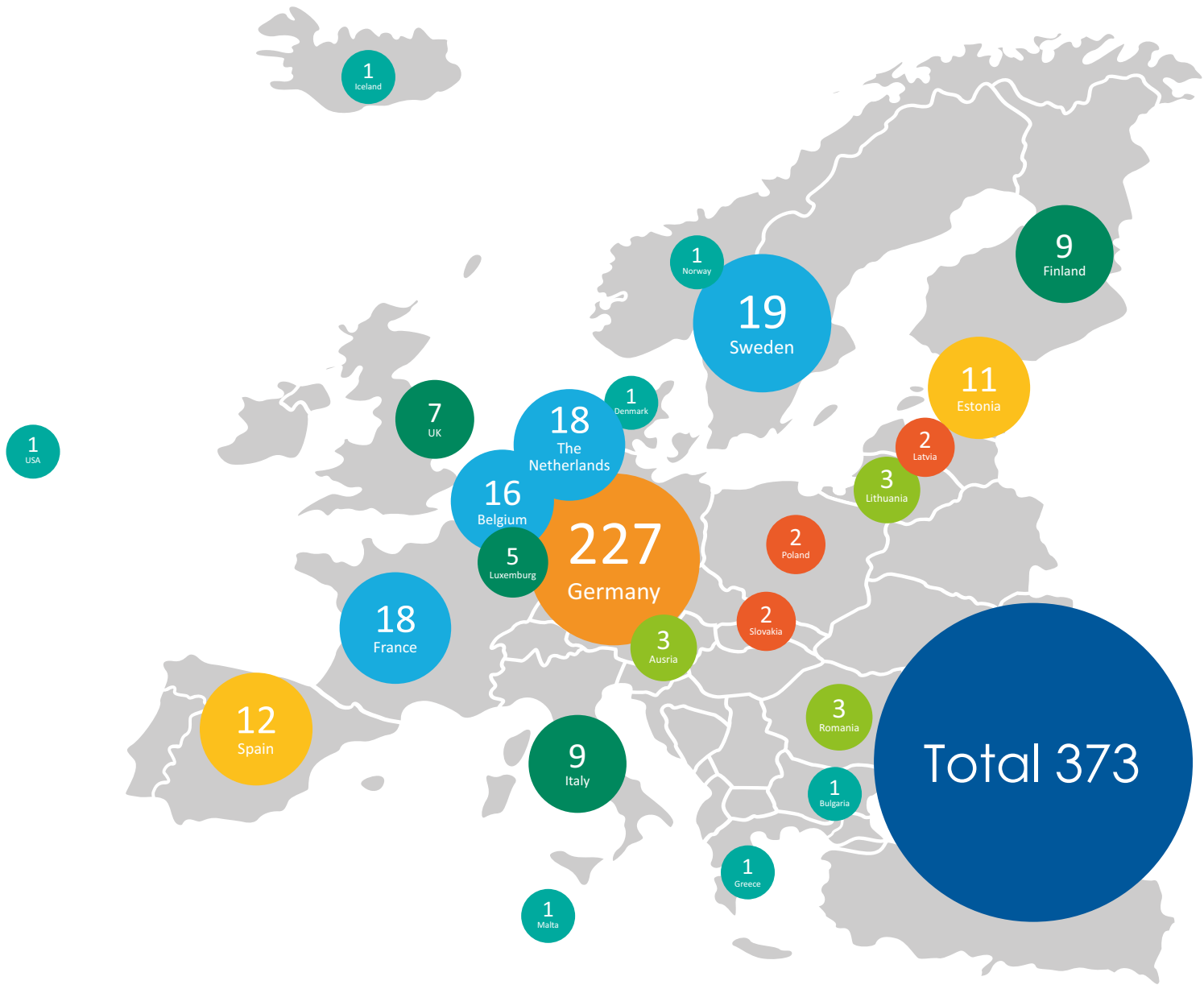
[1] http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/docs/ecc_net_-_anniversary_report_2015_en.pdf

Consumer's residence country

They all purchased a car in another EU Member State, Norway, Iceland and the USA (for a total of 24 countries).



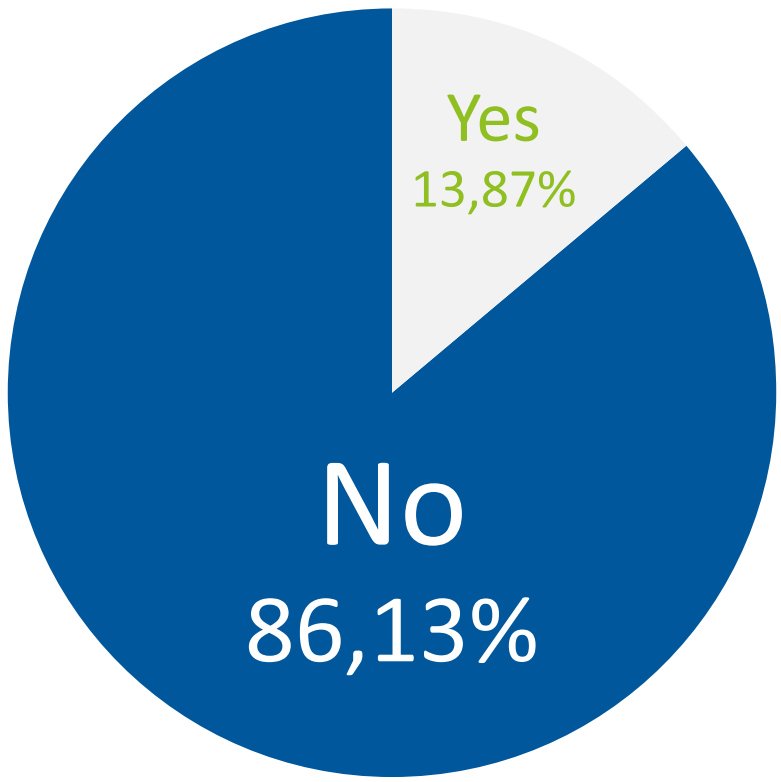
Car purchase country



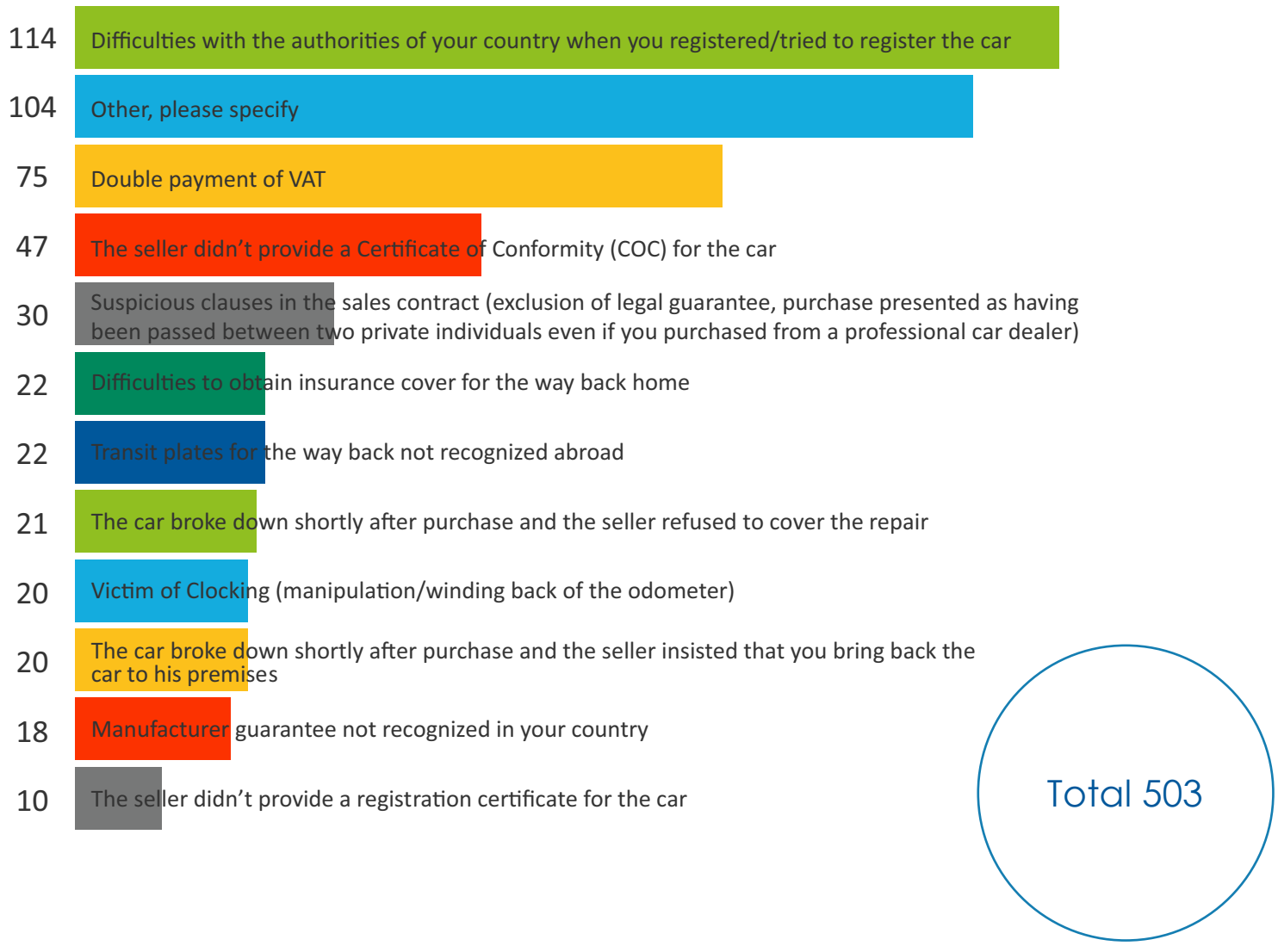
Consumers identified in a multiple choice option 503 problems they had encountered. 81 consumers didn't encounter any problem. The main problems concerned respectively difficulties with the authorities of the consumer's residence country when registering the car purchased abroad (19.52%) and double payment of VAT (12.84%). Under the category other (17.81%), especially many Finnish consumers complained about a lack of transparency with regard to national taxes to be paid when registering a car bought abroad in Finland.

Did everything go well with the purchase?

(multiple choice possible)



If you encountered difficulties, what were they?



ECCs' advice is especially valuable in the pre-contractual phase, as most of the questions from consumers relate to the period before the actual purchase of a car. **Also, ECCs try to emphasise preventive information in order to avoid consumer disputes.** In 2014, out of all contact from consumers, 2.8 % of information requests (1 574 requests) concerned cross-border car purchases. 71.5 % concerned purchases of second-hand cars, against 28.5 % for new cars.

Cross-border car purchases seem to be a major concern of European citizens consulting the ECCs and consumers need information on this subject. From January 2014 until the end of June 2015, those ECCs who publish information on their respective websites on this subject registered more than 174 000 page views or downloads[2].

[2] The numbers might even be higher. Several ECCs relaunched their websites during 2014 and counted page views only on the new webpages. ECCs without access to these statistics have not been counted.

Introduction

ECC-Net's experience recorded in this report and backed by concrete case examples shows that cross-border car purchases in the EU could be made easier. Obstacles still exist and procedures differ within the EU, especially when it comes to bringing a car back to and registering it in a consumer's home country.

Cross-border car purchase and registration has been a concern among European legislators for many years. They have tried to tackle this using various legal acts such as:

- Council Directive 1999/37/EC on the registration documents for vehicles;[3]
- Regulation (EC) No 1160/2005 of the European Parliament and of the Council of 6 July 2005 amending the Convention implementing the Schengen Agreement of 14 June 1985 on the gradual abolition of checks at common borders, as regards access to the Schengen Information System by the services in the Member States responsible for issuing registration certificates for vehicles;[4]
- Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles;[5]
- European Commission interpretative communication on procedures for the registration of motor vehicles originating in another Member State (2007/C 68/04);[6]
- Proposal for a Regulation of the European Parliament and of the Council simplifying the transfer of motor vehicles registered in another Member State within the Single Market COM(2012)0164;[7]
- Second Report of the Committee on the Internal Market and Consumer Protection on the proposal for a regulation of the European Parliament and of the Council simplifying the transfer of motor vehicles registered in another Member State within the Single Market (COM(2012)0164 – C7-0092/2012 – 2012/0082(COD)) – A8-0028/2015;[8]
- The European Parliament endorsed, in March 2014, an EU legislative "Roadworthiness Package". The Roadworthiness Package included a new Directive on the periodical roadworthiness testing of vehicles (Directive 2014/45/EU[9]), a new Directive on roadside inspections of commercial vehicles (Directive 2014/47/EU[10]) and a Directive amending Directive 1999/37/EC on the registration documents for vehicles (Directive 2014/46/EU[11]). One of the aims of these rules is to improve road safety and set minimum common requirements across the European Union for the periodical technical inspection of motor vehicles and their trailers;
- Member States must adopt and publish, by 20 May 2017, the laws, regulations and administrative measures necessary to comply with the three directives and apply those measures as from 20 May 2018.

National and regional political bodies, such as the Région Alsace and the Conseil Rhénan (which is made up of elected representatives from the French, German and Swiss border area), have also picked up the subject. In

(3) http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32003L0127 and http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A31999L0037
(4) http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2005.191.01.0018.01.ENG
(5) http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32007L0046
(6) http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:52007SC0169
(7) http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=COM:2012:0164:FIN
(8) http://www.europarl.europa.eu/sides/getDoc.do?type=REPORT&mode=XML&reference=A8-2015-0028&language=EN
(9) http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:JOL_2014_127_R_0003
(10) http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:JOL_2014_127_R_0005
(11) http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:JOL_2014_127_R_0004

addition, the "Franco-German dialogue on cross-border cooperation" included this as a topic in October 2014 based on information provided by the host structure of the ECCs of France and Germany.

The "Centre Européen de la Consommation" (Centre for Consumer Protection in Europe), which hosts the ECCs France and Germany, receives many information requests and complaints concerning purchases of vehicles and their registration, especially in a Franco-German context. The practical experience of consumers shows that the lack of harmonisation presents difficulties for consumers purchasing cars, especially across the French/German border.

In June 2013, on a joint recommendation of the host organisation of the ECCs France and Germany and the Région Alsace, the Conseil Rhénan[12] adopted a resolution which was then submitted as a concrete proposal to the French and German governments in order to:

- Obtain a position on the non-recognition of French 'WW' temporary plates outside of France;
- Draw attention to the mutual non-recognition of French and German vehicle inspections;
- Simplify national type approval procedures of cars previously registered in another Member State.

In March 2014, in a letter sent to the Conseil Rhénan and the Region Alsace, French Prime Minister Manuel Valls confirmed that two of those problems have been solved:

- A valid vehicle inspection carried out in another Member State is now recognised in France.
- Temporary 'WW' plates can be used outside of France within the EU (a clause limiting the use of those plates to France has been deleted).

On 14 October 2014, on the occasion of the 5th Franco-German dialogue on cross-border cooperation, national type approval procedures and export of cars from France to Germany without export plates were identified as main issues. Simplification of those procedures is pending at the time of this report.

[12] http://www.conseilrhenan.org/fr/conseil-rhenan/

Objective of the joint project

This joint project aims to provide in-depth insight into all information necessary for drafting a practical guide to cross-border car purchases by collecting practical and preventive information for consumers. As **legislation is not harmonised throughout Europe,** applicable EU and national legislation is explained and practical advice is given to avoid difficulties.

The information provided in this report is based on the most frequent questions identified from the ECC-Net's case handling experience and on the consumer testimonials collected by members of the ECC-Net from April to August 2015. It covers **every step before, during and after purchase, including registration and driving in the buyer's home country.**

The report focuses on business-to-consumer cross-border car purchases and excludes motorcycles as they are governed, on many points, by specific legislation.

It is completed by a separate brochure for consumers giving general recommendations when going **car bargain hunting** [13] and country fact sheets allowing consumers to have all the information needed for purchasing a car in one and registering it an another **Member State of the EU and Norway** [14] .

The European Consumer Centre France has led this project in close cooperation with the ECCs of Bulgaria, Germany, Croatia, Italy, Lithuania, Poland and Portugal which formed the working group for the project. 29 ECCs participated in the compilation of this report.

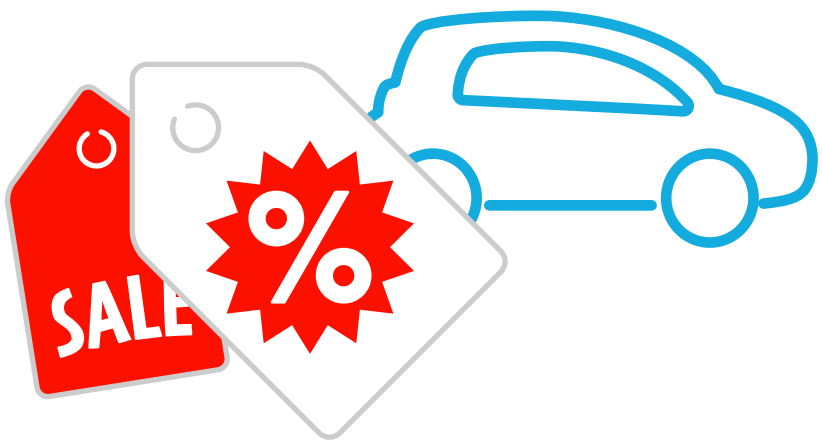
The views and interpretations reflected in this report are not those of the European Commission or the national funding bodies. They are solely those of the working group based on conclusions in the reports cited and on the data and questionnaire answers submitted to the working group by all project participants. This document is intended to present the information consumers might need for a successful car purchase abroad and registration in various European countries at the moment of publication and in the most user-friendly manner possible.

It has no legal value and the working group will not be held liable for any loss or cost incurred by reason of any person using or relying on the information in this publication.

[13] Link consumer recommendations

[14] Link country fact sheets

What to look out for when bargain hunting



Where to find general information on cross-border car purchases?

As the European Commission states, "The **Second Hand Cars market** has had the lowest overall score among the goods markets in the 8th Consumer Markets Scoreboard (2012), which was the case also in 2010 and 2011. The market is affected by asymmetric information, which explains its particularly low scores on trust (lowest among goods markets for three consecutive years); it also registered the worst performance of all goods markets on problems experienced by consumers and on comparability.

This is why the European Commission conducted a study **on the functioning of the market for second hand cars from a consumer perspective in the European Union**."[15]. The four main research issues that were identified and addressed by this study were:

1. Dealers' practices and compliance with the existing regulatory framework for selling second-hand cars;
2. Consumers and their search for a second-hand car - information sources and the decision-making process;
3. Problems, complaints, complaint handling and dispute resolution;
4. Market features – supply and demand structure, cross-border trade, prices.[16]

Consumers in every Member State can find information on cross-border car purchases. However, currently the information is dispersed among various sources and therefore difficult for consumers to follow. Also, most of the information concerns administrative or tax questions rather than practical consumer issues.

When it comes to cross-border car purchases, consumers can refer to the Your Europe portal[17] or seek advice from Your Europe[18]. Also, most ECCs provide information on their websites, and some in paper publications, but not all articles or brochures cover all aspects. Some focus, for example, on fraud prevention or administrative procedures. When ECCs do not cover a specific topic, they usually direct consumers to other consumer or trade organisations or to information published by Member State authorities[19].

This joint project aims at compiling country fact sheets allowing consumers to find the main information for the country of purchase and registration easily.

[15] http://ec.europa.eu/consumers/consumer_evidence/market_studies/second_hand_cars/index_en.htm

[16] The study's findings and recommendations can be particularly useful for supporting Member States' policy initiatives (e.g. awareness raising campaigns on guarantees, more vigilant enforcement in relation to information provision, measures to prevent odometer fraud). The proposed remedies to improve consumer conditions are addressed to a range of stakeholders, such as traders and their associations, automobile clubs, consumer organisations and consumers themselves.

[17] http://europa.eu/youreurope/citizens/vehicles/index_en.htm

[18] http://europa.eu/youreurope/advice/index_en.htm

[19] For example, the Latvian Road Traffic Safety Directorate (CSDD), in cooperation with the State Police, has published infographics with suggestions of what to look out for when purchasing second-hand cars.

Where to find information on prices?

In some Member States, it is easy for consumers to compare and check prices of new and second-hand cars in that country via websites or magazines of consumer organisations[20], trade bodies such as automobile clubs, or dealerships for the general public or their members. When it comes to comparing prices between different EU Member States, the situation often becomes tricky. Currently, there is no cross-border tool for comparison of car prices within the EU. The "Report on car prices within the European Union" published annually by the European Commission was discontinued in 2011, the Commission considering that, "When the report was launched, there were major car price differences among Member States, and it was much more difficult for consumers to compare prices across borders. Since then, the situation has improved greatly, in part due to enforcement action by the Commission, and also thanks to the increased availability of price information on the internet. This means there is no longer a need for the Commission to duplicate this information in the Car Price Report. [21]". Nonetheless, the Commission study on the functioning of the market for second-hand cars also included a price collection exercise where second-hand car pricing data was collected in the EU, Iceland and Norway for nine specific cars (with a certain age and mileage).

In general then, consumers should conduct their own research by consulting different dealers, manufacturer advertisements and information online. As the standard equipment and technical features on a car may not be the same on all national markets, consumers must be thorough when comparing the price of a particular brand and model in different countries, so as to be sure that they are comparing cars with the same equipment, options and interiors.

Consumers should not only consider the price of the car, but all additional costs they will have to pay, such as taxes, including taxes for registering or owning a car, VAT[22], and, if applicable, environmental taxes or badges, etc.. In some cases, depending on the type of vehicle they purchase consumers may also be able to claim certain environmental bonuses.

[20] For example, http://www.anwb.nl/auto/zoekvergelijk/zoekauto, http://www.consumentenbond.nl/auto/autos-vergelijken, http://www.which.co.uk/cars/choosing-a-car/buying-a-car/car-comparison/, http://www.fdm.dk, http://www.deco.proteste.pt/motor/automoveis

[21] http://ec.europa.eu/competition/sectors/motor_vehicles/prices/report.html

[22] See also page 172.

> A Croatian consumer bought a car on the Internet in Germany. According to the information published on the website, the car emitted 122 g of CO2 per kilometre. However, after receiving the original car documents, the consumer noticed that the vehicle emitted 135 g of CO2 per kilometre, which put the car into a different tax bracket. The tax bracket was the main reason why the consumer bought the car, as it made it more affordable to register the car in Croatia. As a result of the trader's false advertising, the consumer was obliged to pay EUR 850 extra. When contacted by ECC Germany, the German trader admitted that the information published on the website was wrong and, after having received a copy of the Croatian tax regulations, agreed to refund the EUR 850.

Availability of offers throughout the EU

Offers made in one EU Member State are sometimes not open to consumers from another. This may relate to car purchases or accessory services such as commercial warranties. The ECC-Net report "Commercial warranties – are they worth the money?"[23] looked at the new and second-hand car sector and at geographical restrictions to commercial warranties[24].

[23] Concerning guarantees and warranties, see also page 214.

[24] Page 84 and 88 ff http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/Garanties_2014_FINAL.pdf.

An Austrian consumer wanted to buy a new car from a Danish dealership. Due to high taxes in Denmark (25 % VAT, 180 % registration tax), the net price of the car was lower than in Austria. As the consumer wanted to buy a new car*, he would have to pay the net price in Denmark and, after importing the car to Austria, the VAT and consumption tax in Austria. The total price of the car would be very competitive as compared with offers on the Austrian market. The consumer wrote emails to 12 Danish car dealerships and did not receive a single answer. On the phone, one trader told him that they are not allowed to sell cars to Austrian consumers. The consumer felt discriminated against based on his place of residence and asked ECC-Net to contact the company. After an intervention by ECC Denmark, the Danish sales agent agreed to sell the car to him. However, the sales agent increased the net price to what it would have been in Austria. Thus, the offer was no longer profitable to the consumer.

* On the definition of new and second-hand cars and the consequences for VAT payments, see page 172.

An Irish consumer wanted to purchase a second-hand car from an official car dealership in the UK. The consumer paid a GBP 1 000 deposit and then transferred the balance of GBP 35 620. After a number of exchanges between the consumer and the dealer in connection with the consumer's place of residence, the date for the consumer to collect the car was eventually agreed upon and confirmed by email. However, when the consumer travelled to the dealer's premises in the UK to pick up the car, the dealer refused to release it as the consumer presented an Irish passport. The dealer refunded the consumer and stated that "the reason for not completing the sale of the [car] is because [the consumer] paid the funds from a bank in southern Ireland". The consumer felt discriminated against and also expressed his dissatisfaction due to the losses incurred as a result of processing bank transfers (bank fees and fluctuations in the currency exchange rate which worked to his detriment), as well as the travelling expenses, such as flights and accommodation. Following the intervention of the Irish and British ECCs, the dealer agreed to reimburse these expenses, as well as paying compensation for the inconvenience. In total, the consumer received a payment in excess of EUR 2 000. The dealership also agreed to retrain its staff to avoid similar situations in future, and to sell a car to the consumer if so requested.

Extra warranties advertised as covering the whole EU often seem very attractive to consumers comparing prices within the EU[25] and purchasing cars from other Member States, or to those wanting their car repaired in another Member State, when living, for example, in a border region.

What consumers often do not see is that producers' commercial warranties and extra warranties are country specific and the car is covered by the warranty of the country of purchase. Specific offers are thus for specific markets and are not applied all over Europe[26]. The duration of the warranty may also differ from one country to another.

If then, once the car is back in the consumer's home country, defects become apparent, the consumer will request application of the commercial warranty from the repair centre in his/her home country.

Although Regulation EU 461/2010 on categories of vertical agreements and concerted practices in the motor vehicle sector[27] allows consumers to have cars examined and maintained by any dealer (brand dealer or otherwise), the seller or producer usually invite their customers to go to an authorised repairer for application of the commercial warranty. In a different Member State from the one in which a car was bought, any remedies depend on the goodwill of the repair centre or the national representatives of the producer. Quite often, consumers are confronted with restrictive conditions and numerous exclusions such as geographical limitations. Whereas some commercial warranties allow the consumer to contact the producer's nearest partner, others impose an obligation to contact the guarantor first, usually the producer, to be advised on the repair centre to contact or to wait for the producer to contact the repair centre. Consumers are sometimes unaware of this and directly contact the nearest repair centre. The repairer, eager to secure the job, might not inform the consumer of the conditions of making the repair and as a result, the costs are not covered.

Article 20 of Directive 2006/123/EC on services in the internal market[28] prohibits discrimination based on nationality or place of residence unless directly justified by objective criteria. The Directive gives some examples of situations where differences in "tariffs, prices and conditions are justified for objective reasons that can vary from country to country, such as additional costs incurred because of the distance involved or the technical characteristics of the provision of the service, or different market conditions, such as higher or lower demand influenced by seasonality, different vacation periods in the Member States and pricing by different competitors, or extra risks linked to rules differing from those of the Member State of establishment. Neither does it follow that the non-provision of a service to a consumer for lack of the required intellectual property rights in a particular territory would constitute unlawful discrimination."

[25] Until 2011 the European Commission published an annual car prices report, see also page 17 of this report.

[26] Member States of the EU not of the European Economic Area, where consumers often cannot benefit from an EU warranty.

[27] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32010R0461:EN:NOT

[28] http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32006L0123

For further information, consumers who have the impression of being discriminated against with regard to prices or availability of offers based on their country of residence, can contact the competent contact points for consumers: http://ec.europa.eu/internal_market/services/docs/services-dir/guides/bodies_designated_en.pdf.[29]

Checking the legitimacy of the seller

ECC-Net's experience shows that consumers are mainly interested in price, and only very few check the identity of traders even though this is not always very difficult, especially for on-premises purchases. In 2014, in 44 % of complaints related to the purchase of new or second-hand cars or cycles, the item had been bought on site.

However, when it comes to cross-border distance purchases, which account for 47 % of the 2014 complaints, it is often much more difficult to find out about the seller. Many of the stories collected by the ECCs show that consumers often do not check the identity or the address of the seller or do not know how to.

Before investing in a car, consumers should be as certain as possible that the seller is legitimate. The points below will not enable consumers to avoid all risks, but they may set alarm bells ringing in certain situations.

In any case, consumers should document the pre-purchase process by printing or saving the main documents, such as order confirmations, invoices, general terms and conditions, e-mail exchanges, etc..

[29] The ECC-Net analysed Article 20.2- and Article 21-related consumer complaints which it received between 2010 and 2012 in its report "Enhanced Consumer Protection – the Services Directive 2006/123/EC".

Identity check

When buying on the Internet, consumers should look for all information indicating the identity of the company/ seller (names of the company and its directors, headquarters or office address, telephone numbers, etc.).

Once this information is gathered, it is possible to check the legal existence of the trader before purchase on public company registers or those of chambers of commerce or courts. Most official company registers have basic services available for consumers free of charge, but for specific documents such as annual accounts, the consumer may need to pay.

Consumers may also call the company to get an idea of its customer service.

Sellers do not always respect the information obligation laid down in Directive 2000/31/EC on electronic commerce[30] and the national transposition laws concerning companies' legal notices. **It is easy for fraudsters to take advantage of the situation by:**

Using details and sometimes even mirror websites of legitimate companies;

- Using false addresses or P.O. boxes;
- Setting up several websites, one for the alleged selling company, one for the alleged shipping company, etc..

Location check

Once the address details are gathered, publicly available maps and street views on the Internet allow consumers to locate addresses. If the address seems to be in a purely residential area, consumers should be very vigilant.

[30] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32000L0031:EN:NOT

Reputation check

Consumers are also advised to check the reputation of a seller, for example online or on publicly available lists such as those of out of court dispute settlement bodies, to see if the trader is blacklisted[31]. Even though not all countries have legislation on consumer reviews in place yet[32], and there might be some false ones, reviews can give an overall picture[33].

Consumers may also contact consumer protection bodies and associations to see if they have already received complaints against a trader.

Website and website history check

Consumers should check whether the website indicates the general terms and conditions and whether mandatory rules are included and worded correctly with no spelling mistakes, etc.. For example, rules on the legal guarantee and withdrawal/cooling off right should be included.

The study conducted by the European Commission on the functioning of the market for second-hand cars from a consumer perspective in the European Union[34] reveals that "Between 21 and 27 % of survey respondents did not receive information on CO2 emissions, consumer rights to a legal guarantee, maintenance costs, safety/security reputation of the car, car mileage checks to verify odometer accuracy and accident history. A further 12 to 19 % were unsure whether or not they had received this information. Only 5 % of traders spontaneously provided information on consumer rights to a legal guarantee (mystery shopping)[35]."

[31] See, for example, the Danish Consumer Ombudsman's website to check if a seller is blacklisted.

[32] Such as in France: http://www.afnor.org/en/news/news/2013/july-2013/a-world-first-france-adopts-a-standard-enabling-reliable-processing-all-online-consumer-reviews

[33] On consumer reviews, see also the ECC-Net report "Can I trust the trustmark", page 51 ff: http://ec.europa.eu/dgs/health_food-safety/information_sources/docs/trust_mark_report_2013_en.pdf

[34] http://ec.europa.eu/consumers/consumer_evidence/market_studies/second_hand_cars/index_en.htm

[35] http://ec.europa.eu/consumers/consumer_evidence/market_studies/docs/factsheet_second_hand_car_04_web_en.pdf

Good to know

For distance and off-premises contracts, the consumer has the right to a cooling off period of at least 14 days from delivery, unless the car has been specifically designed/customised or specific options and accessories have been integrated. However, consumers should be aware that the cooling off right does not apply if the final contract is signed at the seller's premises when the consumer picks up the car.

The date when a website was set up and registered with the domain registry gives an indication of how trustworthy it is. The more recent the creation of the website and the more complaints received, the more careful a consumer should be.

It can also help to check with history search engines how and when websites have been updated, or to verify that the pictures published have not been taken from another website.

If the seller offers to use the services of an escrow company, consumers should be just as thorough in checking this third party as in checking the seller.

A Danish consumer was looking for a second-hand car on a Danish intermediary web portal and found a competitive offer for DKK 40 000 (EUR 5 333 approx.) including Danish registration and insurance papers. It seemed likely that the seller was a private person, a woman who had been living in Denmark but had now moved back to the UK due to a divorce. This was the reason given for the car being in the UK and the woman needing the help of an escrow service to complete the transaction. Shortly afterwards, the consumer received an e-mail confirming delivery of the car and with it, a contract for payment and delivery. The consumer paid a deposit of DKK 10 000 and subsequently received a message saying that something had gone wrong but that he could speed things up by paying the remaining DKK 30 000. He paid, but the car was never delivered. ECC UK found that the fraudulent escrow service was using the details of a genuine company, so the case was reported to the police. No amicable settlement could be reached.

Car detail checks

To get an overall feeling for the seller, it can be useful to ask them to send all details concerning the car (serial number, a photocopy of the owner's title of ownership, odometer reading and purchase invoice). Consumers should avoid any seller that answers such requests superficially or evasively.

Finding out the true value of a car

More often than not, questionable adverts give a particularly attractive price or, if the price they give is close to the market average, it often includes free transport of the car to the consumer and back to the seller if the consumer does not like it. Given how the cost of the latter tends to be fairly significant, consumers should be encouraged to question this.

Especially in the second-hand car sector, it may be of interest for consumers to check the real value of the car. **If it looks too good to be true, then it probably is!** In most countries, consumers will have to use private websites. Automobile Clubs or dealership federations might provide such lists[36]. Valuations on private websites might not always be accurate as they only take account of general information about the car (brand, model, fuel type, production year).

However, some are very detailed and provide information about the history of a car from production year and country, to first registration, technical inspections and repairs, insurance and whether it has been registered as stolen[37].

Some of these private initiatives have become reference points for professionals, from producers and distributors to notaries, lawyers, bailiffs, public authorities such as the police and tax offices, and even the insurance sector[38].

Public partners also now offer possibilities for carrying out such checks. For example, the Estonian Road Administration has an online service[39] offering a background check on vehicles[40] which they recommend that purchasers use before buying. Also, the **Swedish Transport Agency** (Transportstyrelsen) provides an online service for background checks on vehicles[41].

[36] The Dutch Motoring Agency publishes a car value indicator. The Society of the Irish Motor Industry (SIMI) provides monthly price guides on its website. The prices indicated therein are a guide and it is stated that car sellers are free to charge whatever amount they deem appropriate.

[37] For example, https://www.carfax.eu/about-carfax.html, http://www.eurotaxglass.com/products-and-services/price-or-trade-used-vehicles/

[38] http://www.largus.fr/cote/, http://www.schwacke.de/

[39] https://eteenindus.mnt.ee/main.jsf

[40] https://eteenindus.mnt.ee/public/soidukTaustakontroll.jsf

[41] http://www.transportstyrelsen.se/Sms-tjansten-vem-ager-fordonet/

How to check if an advertised car has been stolen

A Swedish consumer purchased a used car. When he tried to register the car in Sweden, the Swedish Transport Authority found irregularities regarding the car's origin and requested an investigation. The consumer asked a Swedish company to perform an investigation and they found that the car had been reported stolen in Italy and that the vehicle identification was forged. The consumer complained to the seller and wanted to cancel the sale, but the trader wanted the original registration documents back. The Swedish Transport Authority refused to give the documents back to the consumer as they were forged. The consumer contacted the ECC-Net for assistance in getting a written response to his complaint and cancelling the sale.

The trader finally agreed to reimburse the price indicated in the contract if the consumer returns the vehicle and original papers. This is however impossible as the Swedish police has seized/confiscated the car and papers (search and seizure, Schengen Information System (SIS)) as it was stolen in Italy. Furthermore, the consumer claimed that he had paid EUR 29 995 wheras the contract only indicates EUR 18 800. The consumer is considering a court action for the entire amount if the trader doesn't reimburse at least EUR 18 800 out of court.

Whenever a car is registered in a national database, Member State police and/or transport authorities have access to the data on that car. In several Member States, details are needed of the history of the car so national and international databases are screened.

In some Member States, publicly available lists exist and can be accessed by consumers[42].

If the consumer suspects fraud, he/she may inform the police who can then check.

[42] For example, http://www.police.gov.cy/police/police.nsf/dmlvehwanted_gr/dmlvehwanted_gr?OpenDocument (not updated), http://coordinamento.mininterno.it/servpub/ver2/SCAR/cerca_targhe.htm, http://www.ic.iem.gov.lv/lv/node/483, the RDW database in the Netherlands, www.historiapojazdu.gov.pl, http://www.policija.si/seznami/ukradenavozila/uv_prikaz.php

In other Member States, primarily only the authorities can access registration data, so several private initiatives have drawn up lists of stolen cars.

Concerning cars registered in other Member States, national authorities can consult the other Member States' vehicle registers via European car and driving licence information system (EUCARIS), "a unique system that provides opportunities to countries to share their car and driving licence registration information and/or other transport related data helping a.o. to fight car theft and registration fraud. EUCARIS is **not** a database but an exchange mechanism that connects the Vehicle and Driving Licence Registration Authorities in Europe. EUCARIS is developed by and for governmental authorities."[43]

Though EUCARIS was originally based on the EUCARIS Treaty[44], Member States can also connect to the EUCARIS vehicle inquiry service and access the vehicle registers of other Member States on the basis of a Declaration of Endorsement and without becoming a signatory to the Treaty. For the time being, not all Member States use this functionality.

Based on bilateral or multilateral agreements, Member States can also exchange data without going through EUCARIS.

It should be easy for consumers to obtain information about the legal status of a car before buying. This is currently impossible in most Member States.

Recurrent frauds registered by the ECC-Net in the car purchase sector

If in doubt, consumers shouldn't buy as protection in fraud cases is very limited. Once a consumer falls into such a trap, if no chargeback mechanisms[45] are available, the money they have spent is almost certainly lost.

The procedures in place usually tend to protect the collective interest of consumers rather than giving compensation to individual victims of fraud. **Therefore, in order to provide consumers with preventive information, ECCs try to identify fraud schemes quickly and make them public.** Whereas some ECCs "name and shame", others opt for a broader description of the commercial practice employed by the fraudster.

[43] https://www.eucaris.net/

[44] https://www.eucaris.net/countries

[45] For more information on chargeback, see the ECC-Net report "Chargeback in the EU/EEA - A solution to get your money back when a trader does not respect your consumer rights." http://www.konsumenteuropa.se/globalassets/rapporter/chargeback_report_en.pdf and "Chargeback in the EU/EEA - Legislation and time limits" http://www.cecbelgique.be/20150424/ecc-net-report-chargeback-in-the-eu-eea-legislation-and-time-limits-Attach_s83851.pdf

At the same time, ECCs try to inform stakeholders about frauds of which they are aware. Several ECCs work closely with the Consumer Protection Cooperation (CPC) Network[46] in order to alert national authorities.

Through cooperation agreements with the CPC authority(ies) in their respective countries or the police, ECCs inform public stakeholders about fraud. They may also contact other national consumer protection authorities.

Only in Norway, even for fraud cases, does an out of court dispute settlement body[47] receive consumer reports.

The following types of case can be found all over the EU in various forms.

The sale of a non-existent vehicle

An advertisement for an attractive vehicle at a bargain price is placed on an intermediary platform and quickly finds a buyer. The buyer is immediately informed that the seller and the vehicle are not located nearby and it will be difficult to make an appointment for the sale.

To "reserve" the vehicle, the seller requires payment of a deposit to prove the buyer's interest. The buyer is invited to use a money transfer service or a bank transfer to an account based in another country and generally opened in the name of a private person or a "false company". Cash money services allow money to be withdrawn anonymously and are therefore extremely risky if the consumer does not know the recipient.

To reassure the buyer, the fraudsters might send falsified e-mails suggesting that the intermediary platform recommends such a method of transfer of funds, or guarantees a refund in the event of a problem. These messages look just like the real messages this type of intermediary website would send, but obviously they do not come from the intermediary as intermediaries never intervene directly in a sale. Very often, the consumer is redirected to the website of a fake escrow or transport company which might help with the transfer of the car to the consumer's country. Again, fake emails are sent to the buyer to strengthen trust.

Finally, fake sellers do not hesitate to send their victims copies of stolen identity cards or family photos collected on the internet.

Once the money is transferred, the seller disappears.

Many intermediary websites specialising in cars have issued warnings on their sites to prevent such frauds. In several countries, criminal proceedings are ongoing to try to trace the perpetrators.

[46] http://ec.europa.eu/consumers/enforcement/index_en.htm

[47] For further information on ADR schemes available in the car sector, see page 224.

Before purchase

Consumers should be aware that intermediary websites will never contact them to intervene in a transaction. They do not recommend specific payment methods, nor do they try to talk the consumer into a sale.

An Irish consumer intended to buy a car via a website purporting to be operated by a car auctioneer based in the UK. He paid GBP 8 000 by bank transfer but no car was ever delivered. The consumer turned to ECC Ireland for assistance, only to be told that the website had been registered just months before the transaction and used graphic materials and vehicle specifications from another site, and that there were other irregularities in connection with its own content and advertising channels. No amicable settlement could even be attempted given these findings and the matter was referred to the police (Action Fraud), who liaised with the UK National Fraud Intelligence Bureau as well as the Metropolitan Police Service's Criminal Investigation Department. According to the police, they had received reports from 40 victims in relation to this fraud.

A Bulgarian consumer looked for a car and liked one he found on an intermediary website. He contacted the seller by email, who replied. The consumer asked how he could best examine and buy the car. The seller proposed the services of a transport company and a UK courier. This third party would transfer the money to the seller only after receipt of the car and if the consumer cleared the transaction. The car was not delivered on time. Instead the seller sent another email asking for an additional EUR 4 900 for an insurance policy required to get the car across the Estonian border. The consumer was told that if he paid, he would receive a EUR 500 discount. The consumer realised that it was a scam and asked for his money back. The seller replied that if he did not pay, the deal would be cancelled and no money would be returned. No further communication could be established with the seller. ECC Bulgaria and ECC UK worked together on this case, but the seller never replied.

A false promise of a purchase

For this type of scam, the principle is inverted with regard to the scam described above. An individual places an advertisement on the Internet to sell a car and is quickly contacted by an interested buyer who does not live in the same country.

Payment for the vehicle must therefore be made at a distance, but this is not a problem for the buyer who writes a (stolen) cheque issued by a foreign bank to the seller. The value of the cheque exceeds the price of the car, usually by several thousand euros. The fake buyer explains that the additional amount should be used to pay for a service facilitating the transaction (mechanical expert, carrier, agent to make the purchase on behalf of the buyer).

Once the value of the cheque is credited to the account of the seller, the scammer asks the seller to pay a (false) company for the aforementioned services by cash transfer. The recipient of the payment is actually an accomplice, or even the fake buyer in person.

Some days later, the seller's bank discovers that the cheque is stolen, but it is already too late...

The seller should only accept cheques for the correct amount and deliver the car 2 to 3 weeks after cashing the cheque so that the bank can verify the transaction.

If in doubt, he/she should ask for a copy of the buyer's identity card or passport, certified by the embassy or consulate.

Focus: clocking

Clocking involves winding back the odometer on a high–mileage used car, usually to increase its apparent value. It is quite easy to do with mechanical or digital tools which are widely available via e-commerce. The sale of this type of tool is not prohibited, but their use is restricted.

Aside from the price manipulation, clocking puts the safety of road users at risk as the more wear and tear on a car, the higher the risk of a breakdown or accident. **It therefore makes sense to check, as far as possible, the real mileage of a car before buying.**

> A Czech consumer bought a car in Sweden, from a car dealer acting as an intermediary for a private seller. The car was presented as never-wrecked with 53.200 miles. The car broke down in Germany during the way back to the Czech Republic. The consumer sent the car to inspection to find out that the car was wrecked, and the mileage different – already in 2011 the car had 113.180 miles according to the inspection.

> A French consumer bought a car from a Belgium dealer with officially 145.000 km on the odometer. The car broke down during the way back home and was checked by a brand dealer in France. This garage informed the consumer the car already showed 265.000 km six months before the purchase. ECC Belgium never got any response from the seller and no solution could be found through the ECC-Net.

Clocking – an illegal practice?

Clocking is illegal in 26 European countries: Austria[48], Belgium, Bulgaria[49], Croatia[50], Czech Republic, Denmark, Estonia, Finland, France[51], Germany[52], Greece[53], Hungary[54], Ireland[55], Italy[56], Lithuania, Luxembourg, Malta, Netherlands[57], Norway[58], Poland[59], Romania, Slovakia[60], Slovenia[61], Spain[62], Sweden and UK.

Sanctions differ considerably from one Member State to another. In Germany, clocking is punishable by 1 year in prison or a fine. In France, it is punishable by up to 2 years' imprisonment and a EUR 37 500 fine, while in Slovakia, the fine is just EUR 266.

In order to make a claim, the consumer will usually have to start criminal proceedings which are complex, costly and long, especially in a cross-border context. The consumer will also have to provide factual evidence of the fraud and of the intent of the seller to provide false information.

It is not illegal in 3 Member States: Cyprus, Latvia[63] and Portugal.

The Association of European Vehicle and Driver Registration Authorities (EReg) submitted a report on the topic in April 2014[64] expressing the view that, "Mileage fraud is a real societal problem in Europe." One of the recommendations of the report was that, "Mileage fraud should be considered as a serious legal offence in every Member State."

[48] Based on § 146 of the Austrian Criminal Code with regard to fraud ("Betrug") and the provisions of the Austrian Civil Code with regard to misdirection and deceit ("Irreführung", "Arglistige Täuschung", § 871 ABGB, § 870 ABGB).

[49] Based on the national law for the protection of consumers (unfair commercial practices) and the Criminal Code.

[50] Based on the Consumer Protection Act and Criminal Act.

[51] Based on Article 3 - Décret n° 78-993 du 4 octobre 1978, Article L 213-1 du Code de la Consommation (deceit, "fraudes et falsifications en matière de produits ou de services en ce qui concerne les véhicules automobiles" and "délit de tromperie").

[52] Based on § 22b StVG, punishable by 1 year in prison or a fine.

[53] Based on article 386 of the Greek penal code.

[54] Based on Act C of 2012 on the Criminal Code, Section 348 "Any person who, for unlawful financial gain, manipulates the odometer reading of a motor vehicle by compromising the reading mechanism of the device itself or the process of metering, or disengages the odometer in any way, is guilty of misdemeanour punishable by imprisonment not exceeding one year, insofar as the act did not result in a more serious criminal offence."

[55] Based on the Consumer Protection Act 2007. It is an offence to tamper with an odometer, or to procure someone else to tamper with one under the Road Traffic Act 2014.

[56] Based on article 640 of the Italian Criminal Code.

[57] Based on article 70m of the Road Traffic Act 1994.

[58] Based on Straffeloven § 270 (criminal law).

[59] Where it can be treated either as an error or lack of intent from the consumer to purchase a car in this condition or as a fraud based on article 286 of the Polish Penal Code.

[60] Where it can be sanctioned with a fine of EUR 266.

[61] Based on the Slovenian Penal code, article 211.

[62] Based on article 248 of the Spanish Penal Code.

[63] However, in February 2015, the Latvian Parliament discussed amendments to the Latvian Administrative Violations Code which foresee prosecution of individuals and legal persons for deliberate distortion of car odometers (increasing or decreasing the recorded mileage). The amendments foresee fines for individuals of up to EUR 100, and for legal persons of up to EUR 1 000.

[64] https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&uact=8&ved=0CCEQFjABahUKEwiApOC6rZLIAhUBVRQKHXm9C4E&url=https%3A%2F%2Fwww.ereg-association.eu%2Fdownloads%2Fpublic%2Fgeneral%2FPublications%2FFinal%2520reports%2520Topic%2520Groups%2FFinal%2520Report%2520EReg%2520Topic%2520Group%2520XIII%2520-%2520Vehicle%2520Mileage%2520Registration.pdf&usg=AFQjCNFuc1DqKrJm6s0BziOpnV0flyMNsQ&sig2=Jw4f7McWMYZIctDqbrxFTA&bvm=bv.103627116,d.d24

Initiatives to prevent clocking

As clocking is an issue often seen by ECCs, many provide specific information on this topic on their website. Also, public services have taken this subject on board. For example, the Belgian Federal Public Service for the Economy published a brochure on odometer fraud (**http://economie.fgov.be/fr/modules/publications/general/carpass_folder_fr.jsp**) and led an information campaign together with the Belgian Confederation of Motor Vehicle Dealers, Repairers and Operators in Related Sectors (**http://www.vuesurvotregarantieauto.be/go.to/modix/now/home-frbe.frbe.html**).

Automobile clubs throughout the EU have also raised awareness of this issue among stakeholders[65].

The French enforcement authority has carried out 5 543 checks over the last 3 years and launched legal proceedings in 146 cases. A nationwide inspection campaign is foreseen for 2015[66].

At EU-level, Directive 2014/45/EU[67] which is part of the "Roadworthiness package[68]", repealing Directive 2009/40/EC[69], aims to fight odometer manipulation and foresees that, odometer fraud should be regarded as a punishable offence, because manipulation of an odometer may lead to an incorrect evaluation of the roadworthiness of a vehicle. The recording of the mileage in the roadworthiness certificate and access for inspectors to that information should facilitate the detection of odometer manipulation. The exchange of information on odometer readings between the competent authorities of Member States should be examined by the Commission.

According to the recommendations of the European Commission **study on "the functioning of the market for second hand cars from a consumer perspective in the European Union"**[70], and "According to the provisions of Directive 2005/29/EC concerning unfair business-to-consumer commercial practices[71], in particular Articles 6 and 7, a commercial act should not contain false information about a product's main characteristics and should not omit material information that the average consumer needs in order to take an informed transactional decision. In addition, according to the recently adopted Roadworthiness Package and Directive 2014/45/EC in particular, odometer fraud should be regarded as an offence liable to penalties. However, results of the study show that traders of second hand cars do not always comply when it comes to informing prospective buyers about the accuracy of a car's odometer. In that respect, the study suggests that traders of second hand cars should provide more readily information on car mileage checks to verify the odometer accuracy and with more

[65] The General German Automobile Club (ADAC), for example, claims that on every third used car sold in Germany, the odometer has been manipulated. Values are inflated by an average of EUR 3 000 a car, leading to an overall loss of approx. EUR 6 000 000 000 in Germany. Part of the ADAC initiative involves lobbying European stakeholders in order to integrate protection against manipulation of odometers into EU type approval rules. More information in German: https://www.adac.de/infotestrat/fahrzeugkauf-und-verkauf/gebrauchtfahrzeuge/tacho-manipulation/default.aspx?prevPageNFB=1 and http://www.fr-online.de/auto/tuev-rheinland-tacho-betrug-erschuettert-vertrauen-in-handel,1472790,32227104.html

[66] http://questions.assemblee-nationale.fr/q14/14-77805QE.htm

[67] http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:JOL_2014_127_R_0003

[68] The Roadworthiness Package contains Directive 2014/45/EU on periodic roadworthiness tests, Directive 2014/47/EU on technical roadside inspections for commercial vehicles and Directive 2014/46/EU on vehicle registration documents.

[69] http://www.europarl.europa.eu/oeil/popups/ficheprocedure.do?lang=en&reference=2012/0184%28COD%29

[70] http://ec.europa.eu/consumers/consumer_evidence/market_studies/second_hand_cars/index_en.htm

[71] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2005:149:0022:0039:EN:PDF

trustworthy means than simply offering verbal assurance or asking consumers to visually check the odometer themselves. As before, Member States are called upon for more effective enforcement of the existing consumer legislation;".

According to EReg, "Most of those countries think that there is a need of mileage registration:

- during the roadworthiness inspection;
- each time the car goes to the garage for repair and maintenance, so during the lifetime of the vehicle;
- on the invoice when the car is sold (guarantee for the buyer)."

EReg has identified EUCARIS[72] as the "appropriate tool to exchange mileage data".

However, these proposals do not provide for consumers or organisations acting on behalf of buyers to obtain such information before purchasing.

Although most Member States require mileage to be noted during periodical inspections, it is currently quite difficult for consumers to access this information even after purchase to verify the information provided by the seller. In most cases, they would need to have an independent check of the car carried out[73].

However, the seller will have to agree to such a check before purchase. The consumer may also ask the seller if such a check has already been performed.

In Germany for example, the « Gebrauchtwagenuntersuchung » costing about EUR 70, can be carried out on a used car together with the technical inspection and is likely to show up the car's real mileage.

[72] See also page 26.

[73] See also page 73 on technical controls and independent expert opinions

The car owner's manual or service book can give an indication of the coherence of the recorded mileage with the age of the car at the time of checks and services.

In some cases, a garage might be of assistance in accessing the electronic service book. In Latvia, the Road Traffic Safety Directorate (CSDD) checks the mileage when a car is registered and during CSDD technical inspections. However, this requires that the consumer have access to the car to take it to a service centre. It is quite rare that consumers can have that kind of access to a car when they are still deciding whether to buy it.

Only in five countries does it seem possible to find pre-purchase mileage information:

In the UK, consumers can check the mileage using the MOT scheme records: https://www.gov.uk/check-mot-status.

In Belgium, since December 1 2006[74], consumers can benefit from a "Car-Pass" which every seller (private or professional) of a used car has to provide to the buyer. The Car-Pass has to be created under 2 months before sale. It indicates the mileage of the car at the times when it underwent technical inspections, repairs, etc.. If the Car-Pass is not provided, the consumer can ask for cancellation of the sale. More information is available on the website of the Belgian Federal Public Service for the Economy[75].

In the Netherlands, a similar system exists. The Nationale AutoPas (NAP) registers the mileage at every periodic technical inspection. As of January 2014, the NAP database is managed by the Dutch transport authority – Rijksdienst voor Wegverkeer (RDW).

On the website of the Swedish Transport Agency, consumers can find the date of the last approved technical inspection and mileage at that time.

In Hungary, it is also possible to check certain details of the car pre-purchase. To use the service it is necessary to register on a central website[76] and details can be accessed for a fee (HUF 275 (~EUR 1)/vehicle but a minimum of HUF 625 (~EUR 2) is due). Registered users can get access to information such as the licence plate number, the make of the vehicle, mileage and whether the car is allowed to be driven on the road. They can also check whether several other types of detail in the vehicle documents match with those in the registry (number of the registration certificate, year of manufacture, date of the first registration, weight, fuel type). Payment can be made online with a bank card and the result is made available in PDF format.

The European Parliament resolution on CARS 2020: towards a strong, competitive and sustainable European car industry "Calls on the Commission to take measures, in cooperation with the Member States, to ensure a high level of consumer protection, transparency and safety in the second-hand car market, and to work towards a gradual phasing-out of polluting and less safe vehicles; commends the Commission's recommendation in the

[74] The Car-Pass is established by law and a Royal Decree.
[75] http://economie.fgov.be/fr/consommateurs/Car-Pass/#.VcSppvmNNv0
[76] http://kekkh.gov.hu/gepjarmuadat-lekerdezo/ can be consulted.

roadworthiness testing regulation to require mileage recording at each test; considers that initiatives such as the 'Car Pass' scheme in Belgium could be encouraged by a European Standard; notes that re-registration procedures for vehicle transfers must also discourage cross-border mileage fraud" [77].

In France, a mileage check is possible but only after registration of the car. For every registered car that passes a technical inspection in France, consumers can request details of the inspections carried out in France from the Technical Union for the Automobile, Motorcycle and Cycle Industries (UTAC-OTC), by providing a copy of the registration certificate in the consumer's name and a copy of his/her identity card[78]. The technical inspections performed in France include details of mileage, allowing consumers to discover discrepancies without having to organise checks.

If a consumer suspects that they have been sold a car on which the mileage has been manipulated, they can report the case to the police, the prosecutor or the competent enforcement authority for consumer protection or transport. In countries such as Norway, out of court dispute settlement bodies might be available.

[77] http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-//EP//TEXT+REPORT+A7-2013-0391+0+DOC+XML+V0//EN

[78] http://www.utac-otc.com/fr/ctvl/faq.asp#q8

Can a contract be cancelled or amended for clocking?

Cancellation of a contract of sale in instances of clocking may need to be pronounced by a court in a civil procedure. Here again, the situation in the Member States varies considerably.

In France, the civil code allows a consumer to ask for cancellation of a sale based on hidden defects if the consumer can prove that the mileage indicated in the contract does not correspond to the real mileage. A court can pronounce the cancellation of the contract even if the seller didn't know about the manipulation. If they did, further damages could be awarded to the consumer.

In Germany, cancellation of the contract is only possible if the consumer can prove the manipulation and the intent of the seller. Given that many car sale contracts in Germany contain clauses saying that the indicated mileage is just an estimation and the real mileage is not known, recourse becomes difficult.

As a general rule in Austria, Belgium, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany[79], Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta[80], Netherlands[81], Norway[82], Poland, Romania, Slovakia, Slovenia, Sweden and UK consumers may be able to contest the validity of a contract based on fraud, non-conformity, hidden defects or lack of consent.

In Portugal, given that the odometer is only one source of information about the car and other elements can be taken into consideration, it is very difficult or even impossible to cancel a purchase based solely on a discrepancy in the mileage.

[79] If the seller knew about the manipulation.

[80] If the seller knew about the manipulation.

[81] Based on absence of consent.

[82] As long as the seller did not notify the consumer in advance.

Focus: cloning

Cloning involves giving a car the identity of another, already registered, car using either the plate number or the identification number. In some cases, the plate number is an invention and doesn't correspond to that of another registered vehicle.

Consumers may be alerted to this when car shopping by prices which are substantially lower than those of comparable makes and models.

To avoid cloning, (in as far as possible, as it is usually performed by well-organised criminals) consumers should request a copy of the car's vehicle history report before purchase and look out for mistakes in the vehicle's papers. They should also visit the dealership and check the car in person, looking out for any sign of tampering with the registration plates.

If consumers are offered a cloned car, they should contact the local police immediately.

Unfortunately, consumers often only realise that they have fallen victim to cloning after purchase, when they receive notices about unpaid parking tickets or speeding offences.

If consumers receive any such notice, they should **contest** it by providing a copy of the registration papers of their vehicle and personal identification.

In France, a consumer who receives a notice of this kind, a "procès verbal (PV)", which gives their vehicle registration number but a different make or model of car has 45 days from receiving the PV to contest it. They should do this by sending a copy of the registration certificate ("carte grise") together with a written note on the form provided stating that the vehicle identified on the PV does not belong to them to the public prosecutor's office "Officier du Ministère Public (OMP)".

If the make and model are identical to those of the consumer's car, the consumer needs to contest the PV in writing by sending a letter to the OMP together with proof that he/she couldn't have been in the place where the offence took place (statement from an employer, bank slips, train or plane tickets or any other document).

If the registration plate has been copied, other notices usually follow. The consumer should prepare a file of all of the evidence (notices received, letters exchanged with the public authorities, court decisions if applicable). The consumer should contest every notice by contacting the competent regional public authority and referring to the previous notices.

As soon as the second notice arrives, consumers should think about **getting the plates changed**. This may not be necessary in countries where the registration plates remain on the vehicle for its entire lifetime.

Usually, they will need to file a complaint with the police or the prosecutor. They may also report the matter to the registration authority.

In France, the consumer should complain to the police and then start proceedings with the registration authority (the departmental administrative headquarters - "Prefecture") to whom he/she should present a copy of the acknowledgement of the complaint from the police, the registration certificate, personal identification and proof of address. The consumer will receive a new "carte grise" and registration number free of charge. If they have to be sent by post, the consumer might be required to pay about EUR 2.50. He/she will also have to pay for the new plates to be put on the vehicle.

If the seller uses a marketplace or other intermediary website, can the consumer make a claim against the intermediary in cases of fraud?

Many intermediary websites exist in the car purchase sector. Several of them operate in different Member States. They are used by many consumers to look for attractive prices.

A study conducted by the European Commission on the functioning of the market for second-hand cars from a consumer perspective in the European Union[83] revealed that, "Internet car portals were rated highly for a number of characteristics and more than 50 % of respondents purchased their car via a portal. They were rated much lower for the transparency of information on the business model of such portals and the coverage of cars from abroad."

[83] http://ec.europa.eu/consumers/consumer_evidence/market_studies/second_hand_cars/index_en.htm

But what is the extent of their responsibility if something goes wrong?

Usually, according to the terms and conditions of these sites, they do not bear any responsibility for the adverts published and only act as intermediaries to facilitate sales.

They are not responsible for data, images, advertising or information on the website provided by advertisers unless an advert is illegal or the website operator does not comply with national legislation transposing the E-Commerce Directive[84] (notice and take-down processes)(85) or any other national legislation that may apply[86]. Intermediaries usually cooperate with judicial authorities or police on request and if issues of privacy and data protection have been settled by a judge.

As contracts are signed by the consumer and the seller, recourse is only possible against the seller. To start judicial proceedings against an intermediary website, a consumer would have to base any action on general law and prove that the website administrators were at fault, which is usually impossible.

When fraud is suspected, consumers should report it to the website administrator who may be able to prevent the seller from posting any further adverts. If they fail to do so, future victims may be able to argue that they acted negligently, but solid evidence will be necessary.

One exception should be highlighted. In the Netherlands, a claim against intermediary websites is possible under Dutch law as the consumer has the right to expect that the website only does business with reliable traders. Also, the website needs to make sure that the car is delivered. The website administrator is responsible for the advertisement accurately describing the car. If an advertisement states that a second-hand car has air-conditioning and a GPS, a consumer will expect it to have them.

[84] Directive 2000/31/EC on electronic commerce: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32000L0031:EN:NOT

[85] http://ec.europa.eu/internal_market/e-commerce/notice-and-action/index_en.htm

[86] For example, according to Italian law (art.16, comma 1, del DLgs. N. 70/03) websites are not liable for information stored at the request of the recipient of a service, on condition that they do not have actual knowledge of illegal activities or information and, as regards claims for damages, are not aware of facts or circumstances which would make illegal activity or information apparent. They are also not liable if, after obtaining such knowledge, they remove or disable access to the information.

To whom should fraud be reported?

In his/her home country, a consumer would report fraud to the police station or public prosecutor's office.

In the seller's country, if the consumer is not there he/she can often send a recorded delivery letter to the nearest police station to where the seller is located. However, in some countries, the consumer is advised to only report fraud to the authorities of his/her home country[87].

Several countries have specific cybercrime units within the police whom consumers can contact to report scams.

Austria	Any police station or the competent public prosecution authority; or the cybercrime reporting office at the Federal Criminal Police Office: Bundesministerium für Inneres, Bundeskriminalamt – Meldestelle Cybercrime, Josef-Holaubek-Platz 1, 1090 Wien ; e-mail: against-cybercrime@bmi.gv.at
Belgium	There is no specific authority for such complaints. Consumers can lodge a complaint with the local police station.
Bulgaria	The consumer should send a letter to the local police or the local public prosecutor's office.
Croatia	The consumer should report them to the Department for High-tech Criminality of the Ministry of the Interior.

[87] For example, in Poland.

	Cyprus	Consumers can report online frauds to the Criminal Investigation Office of the Cyprus Police (Economic Crime Investigating Office). If the consumer is a resident in Cyprus, he/she can report this to the abovementioned police department, either by sending an email, reporting this on the phone or visiting the nearest police station. The same applies for a consumer from another country, if the trader is located in Cyprus". For further information: http://www.police.gov.cy/police/police.nsf/f5d3aa79835d246ec22578b0003515a8/5ef7a1c0a814eb74c22578a900271b1c?OpenDocument
	Czech Republic	Consumers should report to the nearest police station.
	Denmark	Consumers must report in person at the local police station.
	Estonia	Fraud should be reported to the police (Police and Border Guard Board) or to the public prosecutor's office. Contact details and instructions on how to file a complaint are published at the police homepage and at the prosecutor's office homepage.
	Finland	Consumers should report to the police. Reports can be submitted at the police station or online https://www.poliisi.fi/crimes/reporting_an_offence_online. Reports in English must be made at the police station or using a printable form which can be found at https://www.poliisi.fi/crimes/report_of_an_offence.
	France	Consumers can send a recorded delivery letter to the nearest police station to where the trader is located. Online scams can be reported to the police cybercrime unit. https://www.internet-signalement.gouv.fr/PortailWeb/planets/Accueil%21input.action
	Germany	Consumers can file a complaint with the local police or public prosecutor's office. Some German states offer the possibility to file a complaint online ("Onlinewache").
	Greece	Consumers can report fraud at the local police station, by phone (11188), fax (+30 210 6476462) or e-mail For more information www.hellenicpolice.gr. The competent authority for online scams is the Greek police cybercrime unit ccu@cybercrimeunit.gov.gr.

Before purchase

Hungary	Consumers should report any cases of fraud to the nearest police station to where the trader is located.
Ireland	Consumers are advised to report fraud to the Gardai. Consumers resident in Ireland can report the problem to the Garda Bureau of Fraud Investigation. They may also contact their local police station, which may in turn refer the complaint onward.
Italy	There is no specific entity for the automotive sector, but consumers can report online scams in general to the police station nearest to where the trader is located. They can also report by email (sos@gat.gdf.it) to the anti-IT crime group ("Gruppo anticrimine tecnologico – GAT"), a special department of the Guardia di Finanza, the law enforcement agency dealing with financial crime, as well as to the Postal and Communications Police (Polizia postale e delle comunicazioni) via their website. In both cases, consumers need to confirm the report at the local police station.
Latvia	Consumers can report to the nearest police station or to the Economic Crimes Administration of the State Police. Residents in another EU Member State can contact the main office of the State Police: Ciekurkalna 1st line 1, k-4, Riga, LV-1026, Tel: +371 67075212 , Secretariat: +371 67075030 , e-mail: kanc@vp.gov.lv
Lithuania	Consumers can report to the nearest police station to the trader's premises.
Luxem-burg	Consumers should report to the nearest police station. . Online reports can be made through http://www.police.public.lu/fr/support/contact/index.php
Malta	Consumers can report to the Police Cyber Crimes Unit.
Nether-lands	Online fraud can be reported to the fraud helpdesk (by phone or at https://www.fraudehelpdesk.nl/). A Dutch consumer can also report fraud to the local police by visiting the police station, by phone or by filling in a form https://www.politie.nl/aangifte-of-melding-doen. A consumer from another country can contact the police https://www.politie.nl/en/contact.

Norway	Fraud cases can be reported free of charge to the Norwegian Consumer Council for mediation. If the parties cannot find a solution, the case may be handled by the Consumer Dispute Court. Fraud cases can also be reported to the nearest police station https://www.politi.no/kontakt_oss/kontakt_ditt_politidistrikt/. Foreign citizens must come in person in order to file a report.
Poland	Consumers should report to the local police station or to the public prosecutor's office.
Portugal	To the local police station and to the criminal investigation department (Policia Judiciaria) by submitting a complaint form, available on their website, with an electronic signature , or by phone (+351 211967000).
Romania	Consumers should report online to the local offices of the National Consumer Protection Authority. Complaints must be made in Romanian and any documents in other languages must be translated into Romanian. Consumers can also report fraud to the police in writing or by phone, using the contact details on their website. The police station closest to where the trader is can be found based on the online map. It is advisable to have any e-mails written in Romanian or to have someone who speaks Romanian to help.
Slovakia	Consumers should report to the nearest police station or to the prosecutor's office. Consumers can contact the embassy beforehand in order to get accurate information on the procedure in their native language.
Slovenia	Consumers can report online fraud to the local police in person by calling the emergency number 113 or by writing to gp.policija@policija.si.
Spain	Consumers should report fraud to the police ("Cuerpo Nacional de Policia") or to the Guardia Civil.
Sweden	Consumers can report fraud to the police by telephone, e-mail, online (https://polisen.se/en/Languages/Victims-of-Crime/Make-a-report1/) or in person at a police station.

	United Kingdom	Consumers should report fraud to the local Trading Standards through the Citizens' Advice Consumer Helpline: **03454 04 05 06** (especially if the details given by the perpetrator are those of a legitimate trader who is unaware of the fraud).

It might be useful for consumers to look for Internet forums or discussion groups to see if there is an opportunity to submit numerous complaints about fraudulent practices to the same police station or public prosecutor's office.

Consumers should also check whether their contracts with their bank or credit card issuer provide for any reimbursement following fraud.

Paying for a car

Methods of payment

ECCs advise consumers to carefully check the methods of payment accepted by traders and to ensure that transactions are as secure as possible[88].

Some traders might ask for a deposit and accept a deposit in cash, others might ask for a debit or credit card payment and others still might accept cheques[89], money transfers or postal orders. Consumer credit might also be used widely.

In the Single Euro Payments Area (SEPA)[90], consumers can make fast and secure money transfers via banks within the euro area[91]. For amounts of up to EUR 50 000, fees are the same as for national bank transfers if the consumer uses the IBAN and BIC international bank identification codes to indicate the recipient's bank account and bank. However, given that these transfers are now processed within a working day, once the money is credited to the seller's account the payment is difficult to reverse[92].

In some countries debit cards may be an option, but as they often have limits on the amount that can be spent, consumers must check with their banks prior to purchase and, if necessary, increase the amount for a short period.

Many consumers use cash. **However there are limitations on cash payments within the EU and entering or leaving a country with cash may be subject to customs declarations.**

The Belgian Federal Public Service for the Economy conducted an investigation into the second-hand car sector in 2014 and found that the largest number of infringements concerned illegal cash payments (47 %) followed by mileage fraud and non-respect of legal guarantee obligations (both 18 %)[93].

[88] See also page 58.

[89] However, this means is not very widely used as very high transaction fees for cashing a cheque from another EU country may apply, cheques not being covered by the SEPA Regulation (EC 260/2012).

[90] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32012R0260:EN:NOT

[91] https://www.ecb.europa.eu/euro/intro/html/map.en.html

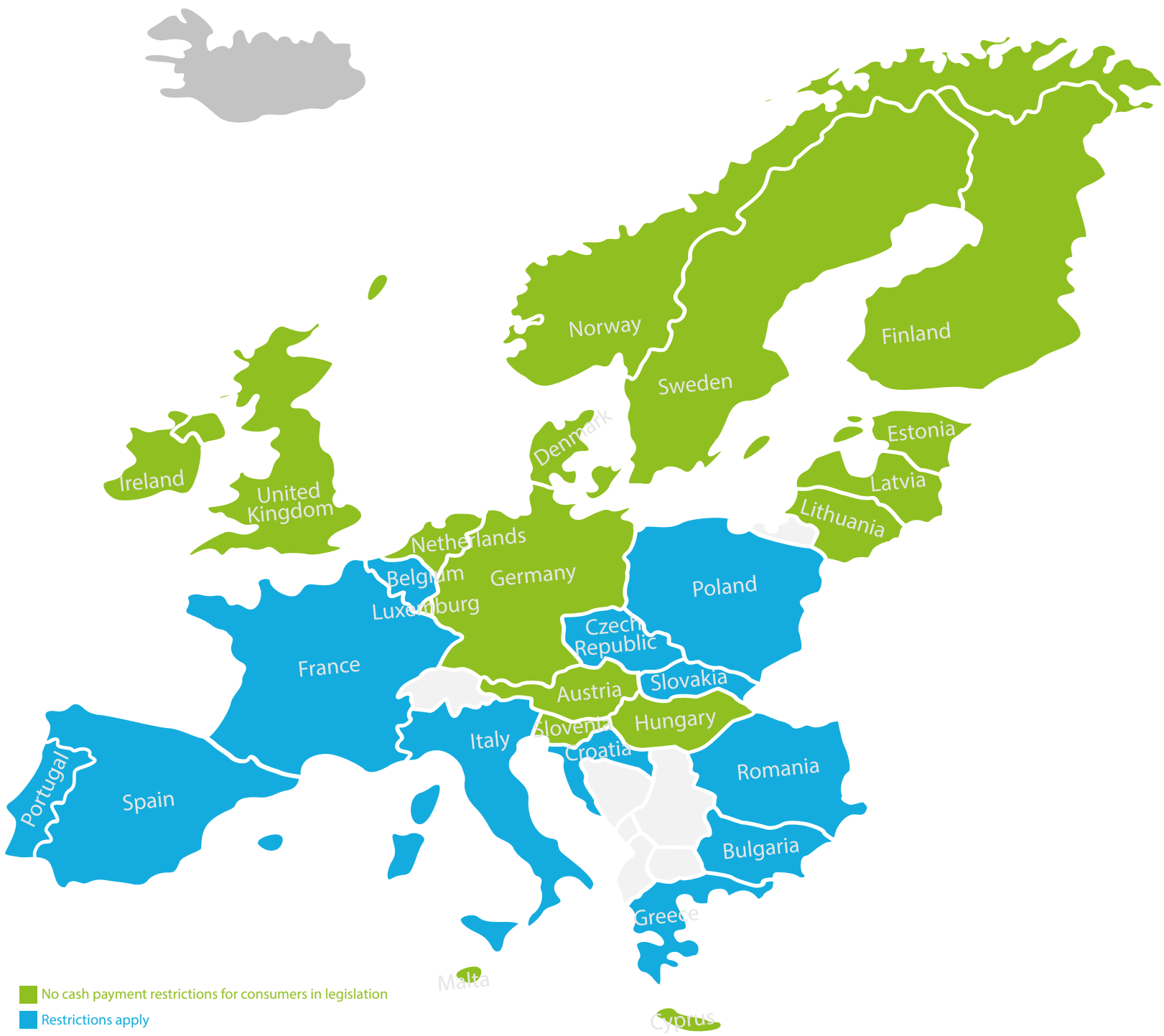
[92] Whereas with a direct SEPA debit, the consumer can refuse the debit up until 1 day before the due date, contest an authorised payment within 8 weeks and a unauthorised debit within 13 months.

[93] http://economie.fgov.be/fr/binaries/20150724_communique_de_presse_enqu%C3%AAte_voiture_occasion_tcm326-270486.pdf

Cash payment restrictions in Europe

There are no cash payment restrictions for consumers in legislation in Austria, Cyprus, Denmark, Estonia, Finland, Germany, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Slovenia, Sweden and UK. Contracts may however foresee restrictions on methods of payment.

Restrictions apply in Belgium, Bulgaria, Czech Republic, Greece, Spain, France, Croatia, Italy, Poland, Portugal, Romania and Slovakia.



Can a car be paid for in cash?

Country	Limit
Austria	A car can be paid for in cash. There are no restrictions on this.
Belgium	Cash payments are allowed for amounts up to the value of EUR 3 0001* (at the time of publication of this report, there is a legislative proposal to increase this limit to EUR 7 500). * This restriction applies not only for the purchase of goods, but also of services, such as the services of a real estate agent, ICT - consultant, etc. From January 2014, all payments in cash for the purchase of a real estate will be prohibited. The notary or real estate agent and some other categories of sellers have the obligation to inform the authorities if the law is not respected. Fines on offenders from 250 EUR to 225.000 EUR can be imposed by the Belgian authorities.
Bulgaria	Cash payments are allowed for amounts of up to BGN 14 999 (approximately EUR 7 670). Beyond that limit, payments should be made via a bank. If the purchase price is above BGN 15 000 and the consumer only pays part of it, the entire payment should be made through a bank. If the payment is in another currency, the amount in BGN is calculated based on the exchange rate of the Bulgarian National Bank on the date of the payment.
Croatia	Cash payments are allowed for amounts of up to EUR 15 000.
Cyprus	Cash payments are allowed There are no restrictions on this.
Czech Republic	The limit for cash payments is CZK 350 000 (about EUR 14 000) per day. A limit of 50 coins applies but banknotes must be accepted without limits, although notes that are excessively damaged may be refused.
Denmark	A car can be paid for in cash. there are no restrictions on this for the purchase of goods*. A legislative proposal not yet adopted may allow a seller not to accept cash payments. * However, in cases where services are paid for in cash for amounts exceeding DKK 10 000 including VAT (approx. EUR 1 340), a consumer will be held jointly and severally liable with the trader if the trader does not pay taxes and VAT on the purchase price. If a consumer cannot pay digitally, he/she can be released from this liability if he/she reports the amount of the purchase to the Taxation Authority.

Estonia	A car can be paid for in cash. There are no restrictions on this. The Central Bank of Estonia and all credit institutions operating in Estonia are obliged to accept unlimited amounts in coins and banknotes. All other persons and bodies must accept up to 50 coins irrespective of their value and unlimited amounts in banknotes.
Finland	A car can be paid for in cash. There are no restrictions on this.
France	People who are French residents for tax purposes are allowed to make cash purchases of up to the value of EUR 1 000 from traders. For non-residents, the limit is EUR 15 000. As long as the amounts to be paid are under these limits, the trader must accept cash. Cash payments at local government finance offices are limited to EUR 300. These include payments of VAT, income tax, local taxes, fees (e.g. audiovisual licence fee), fines, as well as hospital bills or rents paid to public institutions. Above these limits, the consumer needs to use another payment method such as cheques or bank cards. There are no restrictions on cash payments between consumers (such as for cars), but if they exceed EUR 1 500, an invoice is required to prove that the payment was made. A trader can however refuse to accept more than 50 coins. In principle, the consumer must pay the exact amount, so the trader can refuse high-denomination bank notes if the price is much lower than the value of the bank note. A trader can also refuse damaged or stained bank notes, especially if the security features cannot be seen properly. Relevant legislation Article D112 -3 of the code monétaire et financier and Article 1840 J of the code général des impôts - sanction: up to 5 % of the amount paid if it exceeds the authorised limit. Both parties are responsible for the payment of the fine.
Germany	A car can be paid for in cash. There are no restrictions on this. However, it might be wise to choose a more secure and traceable method. Be extra careful if a trader only accepts cash.
Greece	Cash payments are allowed for amounts of up to EUR 1 500. Beyond that limit, payments should be made by bank transfer, cheque or credit/debit card. Car purchase contracts are excluded from these limits.

Before purchase

Hungary	A car can be paid for in cash. There are no restrictions on this for consumers. A limit of HUF 1.5 million (about EUR 5 000) a month applies for legal persons, unincorporated business associations and VAT-registered private persons who are obliged to open a bank account (Act on Taxation (38. § (3a)).
Ireland	A car can be paid for in cash. There are no restrictions on this in the legislation, but restrictions may apply in practice.
Italy	Cash payments are only allowed up to an amount of EUR 2999.99. For higher amounts, it is necessary to use debit cards, credit cards, non-transferable cheques or bank transfers. Fines range from EUR 3 000 to 40 % of the amount paid, in case of payment of more than EUR 50 000 the fine is at least EUR 15 000.
Latvia	A car can be paid for in cash. There are no restrictions on this.
Lithuania	A car can be paid for in cash. There are no restrictions on this.
Luxemburg	A car can be paid for in cash. There are no restrictions on this.
Malta	A car can be paid for in cash. There are no restrictions on this.
Netherlands	A car can be paid for in cash. There are no restrictions on this. However, some institutions and professionals are required to report any unusual transactions (including the identity and other details of the person involved).
Norway	A car can be paid for in cash. There are no restrictions on this for the purchase of goods.
Poland	Cash payments are allowed for amounts of up to EUR 15 000 (PLN 62 242).
Portugal	Cash payments are allowed for amounts of up to EUR 1 000. Payments of more than EUR 1 000 should be made to the trader's bank account by means allowing identification of the recipient (a bank transfer, a bank debit or a nominative cheque).

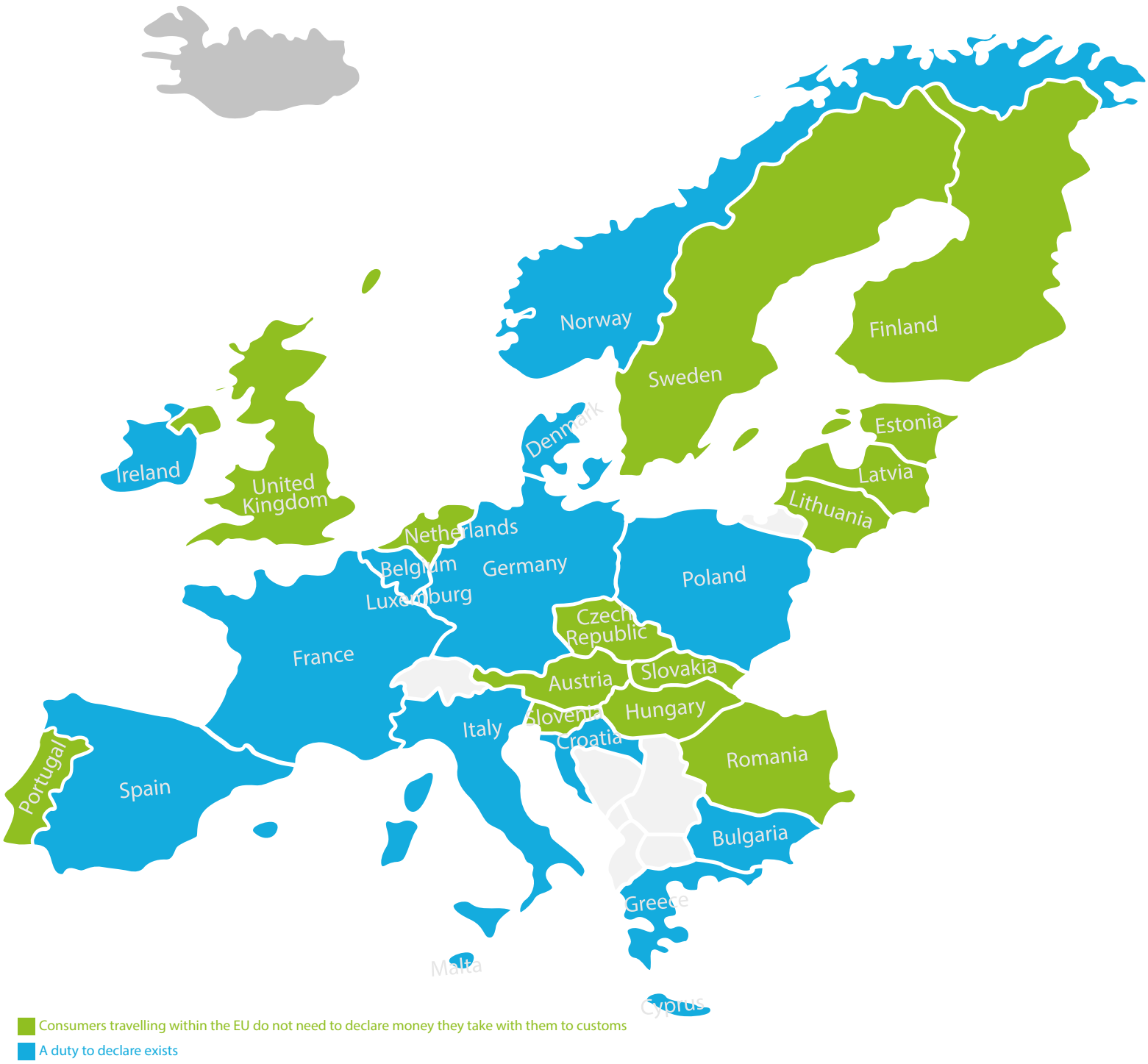
Before purchase

Romania	Cash payments from individuals to traders are allowed for amounts of up to RON 10 000 (approx. EUR 2 260) per person per day.
Slovakia	Cash payments are allowed for amounts of up to EUR 5 000 (relevant legislation: Act no. 394/2012 Z.z. on restrictions of cash payments).
Slovenia	A car can be paid for in cash. There are no restrictions on this.
Spain	The cash payment limit is EUR 2 500 for Spanish residents and EUR 15 000 for non-residents. If the amount is higher, payment should be made by bank transfer. The fine for failing to observe this rule could be about 25 % of the payment price.
Sweden	There are no restrictions on cash payments under Swedish legislation. However, the means of payment may be restricted by the contract. A trader is not obliged to accept cash as payment if this is stated clearly before the sale.
United Kingdom	A car can be paid for in cash. There are no restrictions on this. Traders must register with the tax authorities as 'High Value Dealers' if they accept cash payments in excess of EUR 15 000. Exclusions apply.

Good to know

In England and Wales, GBP 5, GBP 10, GBP 20 and GBP 50 notes are legal tender for payment of any amount. However, they are not legal tender in Scotland and Northern Ireland, but are generally accepted as payment. As for coins, GBP 2 and GBP 1 are accepted without any limit; 50 p and 20 p are accepted in amounts of up to GBP 10; 10 p and 5 p in amounts of up to GBP 5; and 2 p and 1 p for amounts of up to 20 p.

Duty to declare cash movements



Regulation (EU) No 1889/2005[94] of the European Parliament and of the Council introduces controls on cash entering or leaving the EU and a duty to declare any sum of money or equivalent of more than EUR 10 000. This being a minimum harmonisation regulation, in some EU/EEA Member States (Belgium, Bulgaria, Croatia, Denmark, France, Germany, Ireland, Italy, Luxembourg, Malta, Norway, Poland and Spain), rules concerning declaration obligations and controls have been extended to cover movements of cash within the EU.

[94] http://ec.europa.eu/taxation_customs/resources/documents/customs/customs_controls/cash_controls/r1889_2005_en.pdf

Before purchase

An idea of the forms to be provided for written declarations can be found at http://ec.europa.eu/taxation_customs/customs/customs_controls/cash_controls/declaration_form/index_en.htm

Country	Requirements
Austria	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
Belgium	When entering or leaving Belgium, consumers must declare on demand any sum of money of or equivalent to EUR 10 000 and above to the customs authority ("Douanes") or any other competent authority using a specific form (http://fiscus.fgov.be/interfdanl/fr/citizens/files/2014-06-03-mb-cash.pdf).
Bulgaria	When entering or leaving Bulgaria, upon request, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form (http://customs.bg/en/page/363).
Croatia	When entering or leaving Croatia, upon request, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form (http://www.carina.hr/Carina/InformacijeFizicke.aspx).
Cyprus	When entering or leaving Cyprus, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form (http://www.mof.gov.cy/mof/customs/customs.nsf/0/E906CCB9D3760124C22572BF002DF9A1?OpenDocument).

Before purchase

	Czech Republic	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
	Denmark	When entering or leaving Denmark, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
	Estonia	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
	Finland	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
	France	When entering or leaving France, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to the customs authority ("Douanes") using a specific form (**http://www.douane.gouv.fr/articles/a10796-obligation-declarative-des-sommes-titres-et-valeurs**). The maximum value is calculated per person or per „group of interest" such as a family or a couple. If the overall amount comes to more than EUR 10 000 or equivalent, a declaration must be filed with the customs authority.
	Germany	When entering or leaving Germany, any sum of money of or equivalent to EUR 10 000 and above must be declared orally to customs upon demand (**http://www.zoll.de/DE/Privatpersonen/Reisen/Reisen-innerhalb-der-EU/Einschraenkungen/Bargeld/bargeld_node.html**).

Greece	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form. At the time of writing, specific limitations exist due to capital controls in Greece for the time being.
Hungary	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
Ireland	In principle, there are no restrictions on the sums of money or their equivalents that a consumer can bring if arriving from or travelling to another EU Member State. However, a Revenue Officer may search for, seize and detain cash of a value of over EUR 6 348.69 which is being imported into or exported from the State if he/she has reasonable grounds for suspecting that the cash directly or indirectly represents the proceeds of crime or is intended for use in connection with criminal conduct (see Section 38(1) Criminal Justice Act 1994, as amended by Section 20 Proceeds of Crime (Amendment) Act 2005).
Italy	When entering or leaving Italy, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to the customs authority via a **specific form*** *http://www.agenziadoganemonopoli.gov.it/wps/wcm/connect/b1f6a00044233ca3b1edb94e7aaa0be0/Carta_2015_ENG%2Brev%2BLAST%2BUP_1.
Latvia	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
Lithuania	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.

Luxemburg	When entering or leaving Luxembourg, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form. Even for cash which is only in transit through Luxembourg, a declaration has to be provided (**http://www.do.etat.lu/CashControl/index.htm**).
Malta	When entering or leaving Malta, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form (https://customs.gov.mt/individuals-travellers/information-to-travellers-on-cash-declaration). The declaration has to be provided using the relevant form.
Netherlands	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
Norway	Any amount exceeding EUR 3 000 must be declared to customs, regardless of whether the money is brought into or taken out of the country.
Poland	When entering or leaving Poland, in principle, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form. This does not apply when travelling from or to a Schengen Area country.
Portugal	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
Romania	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.

Before purchase

	Slovakia	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
	Slovenia	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.
	Spain	When entering or leaving Spain, consumers must declare any sum of money of or equivalent to EUR 10 000 and above to the tax administration (Agencia Tributaria) using a specific form (**http://www.agenciatributaria.es/static_files/AEAT/Aduanas/Contenidos_Privados/Declaracion_de_Movimientos_de_Medios_de_Pago-_S1/Normativa/plant_mods1.pdf**).
	Sweden	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a **specific form*** * http://www.tullverket.se/download/18.7f666dc013f3d5de708ca9/1373457170107/680.26+Cash+declaration+form.pdf
	United Kingdom	Consumers travelling within the EU do not need to declare money they take with them to customs. When entering or leaving the EU, they must declare any sum of money of or equivalent to EUR 10 000 and above to customs using a specific form.

Payment check and deposit payments

When enquiring about payment methods, consumers should be careful if the seller tries to dissuade them from using their regular bank.

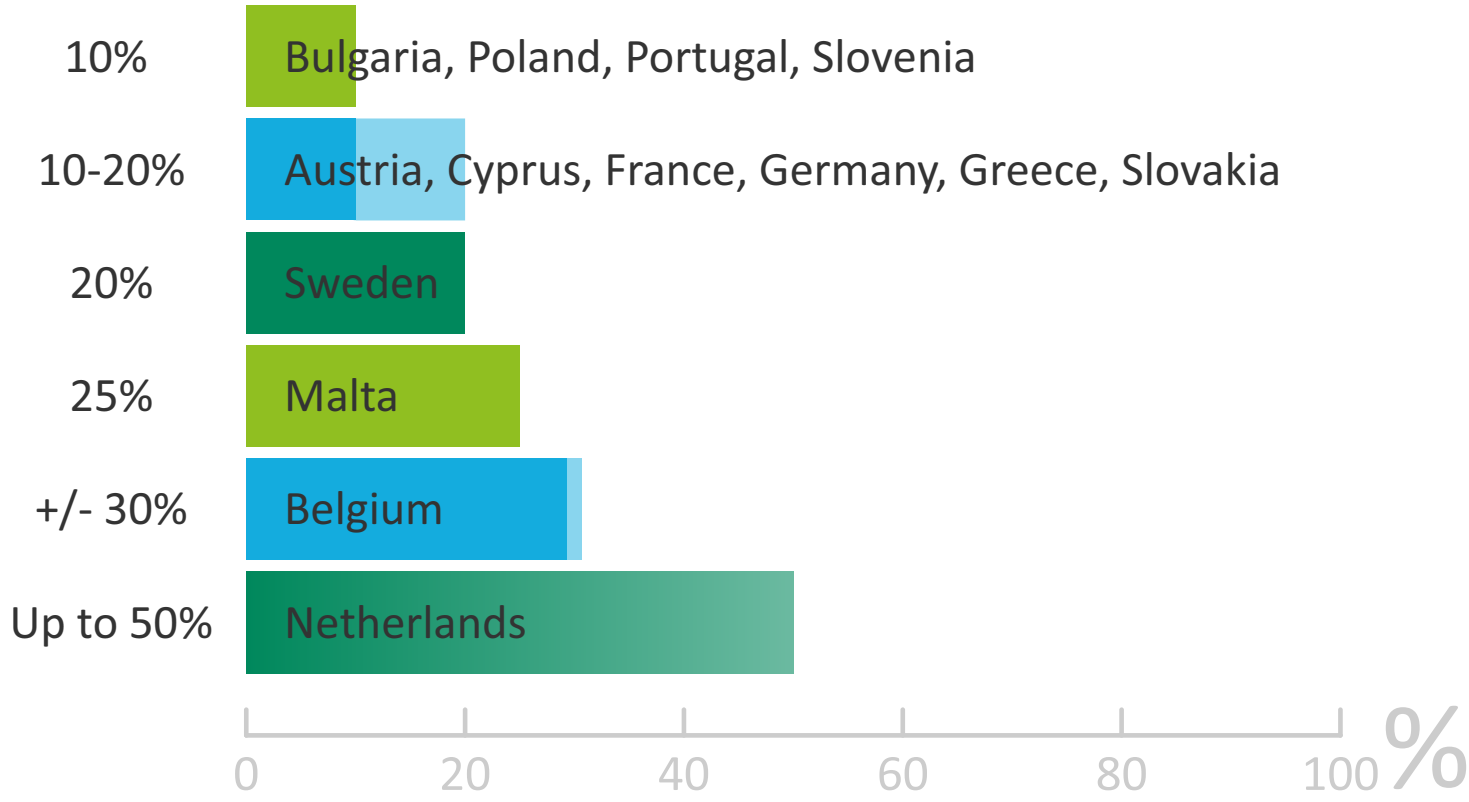
Usually, ECCs advise avoiding prepayments via cash transfer services, especially if the consumer has never met the seller and hasn't seen or inspected the car.

ECCs also advise the utmost vigilance before validating a payment and often recommend using credit cards to increase protection, especially under the chargeback scheme, if applicable.

Deposit payments

It is not unusual for a seller to request a deposit to “reserve” a car. The amount generally depends on the total value of the car, the agreement between the parties and whether the car is new or second hand. It is difficult to advise consumers on this as practices vary between Member States and traders.

As an average:



In Denmark, Norway and Romania, payment on delivery is the usual procedure.

For distance sales contracts, if the consumer withdraws under the cooling off rules, the deposit should be reimbursed.

For on-premises sales, the seller may keep the deposit in the event of cancellation, if the purchase is not financed by a credit contract.

A Polish consumer bought a used car from a German dealer. He paid a deposit of EUR 500 and was assured that the car had not been in any accidents. While he was still in Germany, he decided to consult an expert in order to verify the seller's claims. It turned out that the car was in bad condition and had been in several road accidents, the consequences of which had been carefully hidden. The seller refused to return the EUR 500. With the help of ECC Poland and ECC Germany, the consumer got his money back.

A Maltese consumer wanted to purchase a car from a UK trader and paid a deposit pending the outcome of an MOT test. The consumer asked for the registration card and MOT certificate so that he could make the necessary arrangements to ship the car to Malta after settling the final bill. He received the MOT certificate and the registration card. The MOT certificate showed that a number of parts of the car were not in good condition and included a request to change a tyre. The consumer had a friend who visited the dealer and inspected the car on his behalf. A photo taken by the friend showed a rusted bracket in the engine compartment. After evaluating these findings, the consumer wrote back to the dealer and told him that he was withdrawing his interest in the car based on the MOT result. The consumer said he could keep part of the deposit to cover any costs incurred, but the trader wrote back saying that due to the fact that a long time had elapsed and the loss of a potential sale to other clients, he would not return any of the deposit.

Credit or loan

Even when buying a car cross-border, consumers may use credit or a loan to finance the purchase. **Directive 2008/48/EC on credit agreements for consumers (the Consumer Credit Directive[95]) adopted on 23 April 2008 allows consumers to withdraw from credit agreements without giving a reason within 14 days of conclusion of the contract[96].** As the credit contract is intended to finance the car purchase, if the consumer withdraws from the credit contract, is the car purchase contract cancelled automatically?

Does withdrawing from a credit contract cancel a car purchase contract?

In several Member States this is possible as long as the credit contract and car purchase contract are linked or the purchase contract explicitly mentions the credit contract and includes a suspensive condition to the effect that finance for the car purchase has to be procured through the credit contract before the sale can be confirmed.

[95] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:133:0066:0092:EN:PDF

[96] http://ec.europa.eu/consumers/financial_services/consumer_credit_directive/index_en.htm

Before purchase

Austria	**Yes,** if the contracts are linked. If a consumer withdraws from a credit contract in line with § 12 of the Austrian Consumer Credit Act, he/she can also withdraw from a related car purchase contract within a week of withdrawing from the credit contract if the credit contract is linked to the car purchase contract in the following ways: a)if credit is given to the consumer by the trader selling the car, b) if the creditor cooperates with the trader selling the car with regard to preparation and conclusion of the credit contract, c) if the creditor and the trader selling the car conclude a contract in addition to the consumer's credit contract or if they work together on a regular basis (business cooperation) (§ 13 Verbraucherkreditgesetz:).
Belgium	This depends on the information in the contract of sale. If there is a suspensive clause, the contract of sale can be cancelled if the conditions mentioned in the clause are not fulfilled.
Bulgaria	**Yes,** if the contracts are linked. If a consumer credit agreement is connected with the car purchase and the credit agreement is cancelled, the purchase contract is cancelled automatically.
Croatia	It depends on the contractual provisions between trader and consumer and the availability of alternative means of paying for the car.
Cyprus	It depends on the terms of the car purchase contract.
Czech Republic	**No**
Denmark	**No**
Estonia	Information is not available.
Finland	**No.** Good to know: when a consumer makes the purchase at a car dealership in Finland the sale's contract is not signed until the credit has been granted. This always happens within 30 minutes to make it possible for the trader to check if the consumer has a clean credit score.

France	**Yes,** if there is a suspensive condition regarding financing in the car's contract of sale or if the credit is exclusively linked to the car purchase ("credit affecté"). The consumer can use his/her right of withdrawal within 14 days of credit being accepted without giving any reasons or incurring any penalty. The car's contract of sale is then cancelled automatically without penalties. If the consumer withdraws from the credit contract between the 8th and the 14th day, he/she will have to pay the bank any interest which accrued on the loan from the day on which he/she received the money. The consumer may also be requested to pay administrative fees for the opening of the credit authorisation file. The car's contract of sale can also be terminated without any penalties being incurred if the lender does not inform the seller of the related credit agreement within 7 days of the acceptance of the credit by the consumer. If the consumer requests immediate delivery of the car (before obtaining confirmation of authorisation of credit), the car's contract of sale can be cancelled within 3 days of the credit being authorised (article L 311-36 French consumer code). If the consumer decides to pay in cash before credit is authorised, the contract of sale cannot be cancelled. Finally, the contract may not include a clause stipulating that the consumer is obliged to pay in cash if the loan is refused.
Germany	**Yes,** if the contracts are linked. If the consumer withdraws during the cooling off period, the purchase contract is cancelled as well, if the contracts are connected.
Greece	It depends on the terms of the car purchase contract.
Hungary	**Not by law** (parties can agree otherwise).
Ireland	This depends on the reason for the cancellation and type of credit contract entered into, but generally they are viewed as separate contracts and the cancellation of one does not automatically cancel the other.
Italy	**No**
Latvia	**Yes,** if the contracts are linked.

Before purchase

	Lithuania	**No**
	Luxem-burg	**No**
	Malta	It depends on the terms and conditions of the contract.
	Nether-lands	**Yes,** if the contracts are linked. It depends with whom the consumer signs the credit agreement. If he/she concludes it with the car dealer, it is cancelled automatically if the car purchase is cancelled. If the consumer signs it with a bank, it is not cancelled automatically. The consumer has to inform the bank about the cancellation of the car purchase contract and cancel the credit contract.
	Norway	The consumer must notify the bank and stop the transaction.
	Poland	**Yes,** automatically (art. 55. of Act on Consumer credit)
	Portugal	**Yes**
	Romania	The legislation transposing the Consumer Credit Directive specifies that the cooling off period does not apply to related credit contracts signed exclusively for buying goods and services or to leasing contracts.
	Slovakia	**No**
	Slovenia	**No**
	Spain	**Yes,** under the provisions of Art. 26, 28 and 29 of Ley 16/2011 de contratos de Crédito al Consumo (consumer credit contracts law).
	Sweden	**No.** The possibility of cancelling the car purchase depends on what is stated in the contract.
	United Kingdom	**No.** The finance is seen as just one way of paying for the purchase. The possibility of cancelling the car purchase depends on what the arrangement is.

Consumers should:

- Take the time to read the credit document before signing;
- Check that the purchase is conditional upon approval of the loan;
- Not write a date which is earlier than the real date of signature of the offer and check that the credit contract is not backdated. The signature signifies acceptance of the offer on the date given on the document. It is therefore the starting point of the withdrawal period.

- Even though article 15(2) of the Consumer Credit Directive states "2. Where the goods or services covered by a linked credit agreement are not supplied, or are supplied only in part, or are not in conformity with the contract for the supply thereof, the consumer shall have the right to pursue remedies against the creditor if the consumer has pursued his remedies against the supplier but has failed to obtain the satisfaction to which he is entitled according to the law or the contract for the supply of goods or services. Member States shall determine to what extent and under what conditions those remedies shall be exercisable.", car purchase contracts financed by consumer credit have given rise to specific complaints. This report does not go into detail on this issue, but problems can be summarised as follows:

- When a car is sold on credit (whether by loan or hire purchase), difficulties often arise in the event that the car develops a fault as consumers can find it difficult to work out against whom they have a complaint.

- Difficulties also arise when consumers wish to return a car which is subject to a hire purchase agreement before the end of the agreed period.
- Consumers sometimes do not understand that they only become the owner of the car after having paid back the full amount of the credit they received and that they therefore cannot sell the car before this.

- Problems linked to the capacity of consumers to pay back loans in a general climate of high levels of private debt.
- If consumers encounter problems with regard to repayment of loans or credit, they often contact the seller instead of the credit institution.
- Advertisements offer reductions of tens of thousands of euros when purchasing a car on credit, but this credit is often far from beneficial to consumers, who are misled by such advertising.
- Incorrect calculations of annual percentage rates of interest on consumer credit contracts for the purchase of cars.
- Frequently, credit contracts include services which were not required by the consumer such as insurance cover or a revolving credit card.

Does withdrawing from a car purchase cancel a credit contract?

If a car purchase contract is cancelled, is the credit contract cancelled automatically?

If the contract is signed on the seller's premises, consumers do not necessarily have a legal right to withdraw. National legislation must be checked to see if it provides for a cooling off period. Usually, if the consumer buys goods directly in a shop, he/she does not have the right to cancel the purchase. However, in some Member States, in cases where contracts are linked, cancellation of both contracts may be possible.

If the contract is a distance sale contract, the consumer can withdraw.

The Directive on Consumer Rights[97] confirms the withdrawal right of consumers previously granted by Directive 97/7/EC on the protection of consumers in respect of distance contracts[98] and Directive 85/577/EEC[99] to protect consumers in respect of contracts negotiated away from business premises[100].

Article 15 of the Consumer Rights Directive states that,

> *"1. Without prejudice to Article 15 of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers, if the consumer exercises his right of withdrawal from a distance or an off-premises contract in accordance with Articles 9 to 14 of this Directive, any ancillary contracts shall be automatically terminated, without any costs for the consumer, except as provided for in Article 13(2) and in Article 14 of this Directive.*

2. The Member States shall lay down detailed rules on the termination of such contracts."

(97) Directive 2011/83/EU on consumer rights http://ec.europa.eu/consumers/consumer_rights/rights-contracts/directive/index_en.htm

(98) http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:31997L0007&from=en

(99) http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31985L0577:en:HTML

(100) In Bulgaria, it is not possible to buy a car online as, by law, the contract should be in a specific form – in writing with signatures certified by a notary, see page 92.

Article 2(15) defines an ancillary contract as,

> *"a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the trader or a third party on the basis of an arrangement between that third party and the trader."*

The guidance document[101] published by the European Commission explains that an ancillary contract is for example, "a delivery, maintenance or installation contract or an insurance and credit agreement to finance the purchase. Although generally excluded from the scope of application of the Directive by virtue of Article 3(3)(d), any ancillary insurance and credit contracts would be terminated in accordance with Article 15. The consequences of the termination will be subject to the sector-specific or general contract law rules of the Member States."

Article 15(1) of the Consumer Credit Directive confirms the right of the consumer to withdraw from the credit.

> *"Where the consumer has exercised a right of withdrawal, based on Community law, concerning a contract for the supply of good or service, he shall no longer be bound by a linked credit agreement."*

It should be noted however that, usually, even if negotiations between the parties are conducted at a distance, the final purchase contract is often signed on site when the consumer comes to pick up the car. In such cases, the contract either will not foresee or will exclude the right to a cooling off period.

Country	
Austria	If the credit/loan contract is linked to the car purchase contract (e.g. in the credit/loan contract it is stated that the credit/loan serves to pay for the car) and if the consumer can withdraw from the car purchase due to consumer protection or other provisions (legal guarantee, misdirection), the consumer is no longer bound by the credit/loan contract (§ 13 Verbraucherkreditgesetz).
Belgium	**Yes,** the credit contract is automatically cancelled.
Bulgaria	In cases of connected contracts (purchase and credit), if the consumer cancels the purchase contract within the cooling off period, he/she is not bound by the terms of the connected credit contract. This does not apply to car purchases as there is no cooling off period due to the fact that cars cannot be purchased through distance sale contracts.

[101] http://ec.europa.eu/justice/consumer-marketing/files/crd_guidance_en.pdf

Before purchase

	Croatia	**Yes**
	Cyprus	It depends on the terms of the car purchase contract.
	Czech Republic	**Yes**
	Denmark	**Yes**
	Estonia	Information not available
	Finland	Not automatically
	France	**Yes,** but… • If the contract is signed on the premises, it is only possible to withdraw from the car's contract of sale if it includes a clause allowing the consumer to cancel it if credit is declined or if the consumer uses his/her right of withdrawal from the credit contract within 14 days, see page 63. If the consumer has paid a deposit, it should be refunded by the seller. • If the contract is signed via distance selling and the consumer withdraws from the car's contract of sale within 14 days, the credit contract is automatically cancelled without penalties being incurred (article L 121-21-7 French consumer code). The consumer may have to pay administrative fees for the opening of the credit authorisation file.
	Germany	With interconnected contracts, in the event of withdrawal during the cooling off period, the credit contract is cancelled as well. If the contract is cancelled for another reason, the credit contract remains in force, but the consumer may raise the same objections against the credit company as against the trader.
	Greece	It depends on the terms of the car purchase contract.
	Hungary	Not by law (parties can agree otherwise).

Before purchase

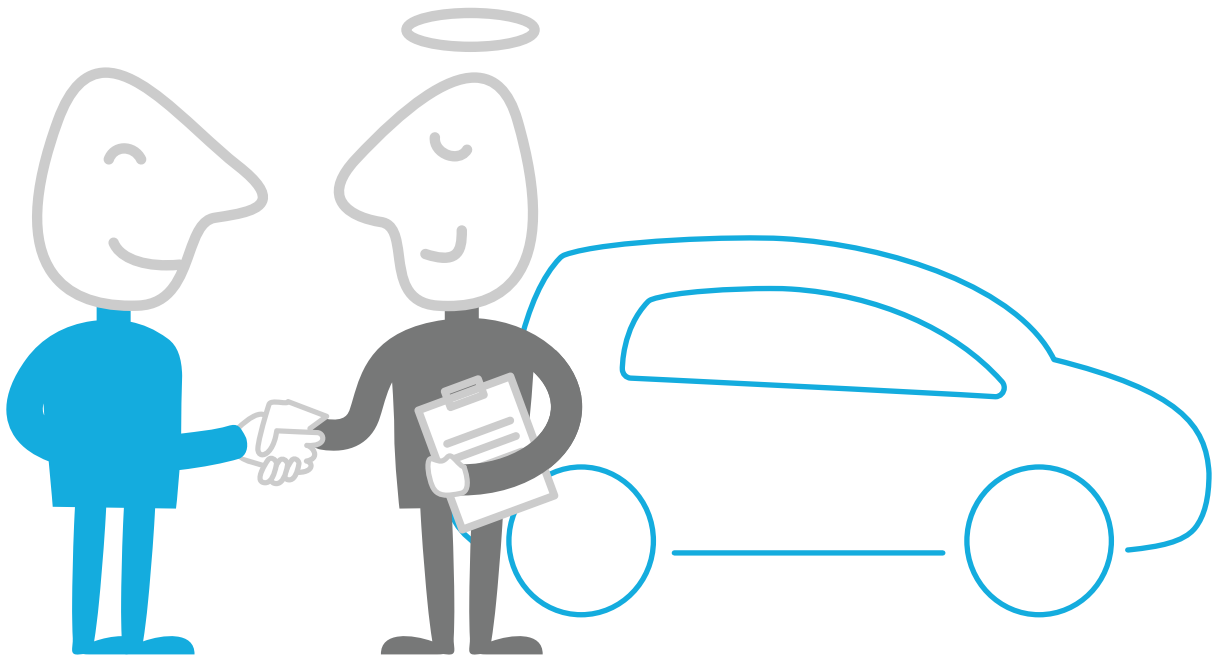
	Ireland	This depends on the reason for the cancellation and type of credit contract entered into, but generally they are viewed as separate contracts and the cancellation of one does not automatically cancel the other. In accordance with Directive 2011/83, if a contract for the purchase of a car at a distance is cancelled within the cooling off period, any ancillary contracts entered into (e.g. credit agreement) shall also be cancelled.
	Italy	**Yes,** if it is a distance or off-premises contract. Art. 58 of the Italian Consumer Code foresees that if the consumer exercises the right of withdrawal, the credit agreement is automatically terminated.
	Latvia	**Yes**
	Lithuania	It depends on the credit/loan contract.
	Luxemburg	If the consumer exercises his/her right of withdrawal, he/she is no longer bound by any related credit contract.
	Malta	It depends on the terms and conditions of the contract.
	Netherlands	It depends on where the consumer signs the credit/loan contract. If it is concluded with the car dealer, the credit contract is cancelled automatically if the car purchase contract is cancelled. If the consumer signs a credit/ loan contract with a bank, the contract is not cancelled automatically. The consumer has to inform the bank about the cancellation of the car purchase and cancel the credit contract.
	Norway	The consumer must notify the bank and stop the transaction.
	Poland	It depends on the terms of the car purchase contract.
	Portugal	**Yes**
	Romania	**Yes,** as the credit contract is an ancillary to the car purchase contract.
	Slovakia	**Yes**
	Slovenia	**Yes,** under the provisions of Art. 18 of the Consumer Credit Act.

Before purchase

	Spain	**Yes,** under the provisions of Art. 26, 28 and 29 of the Ley 16/2011 de Contratos de Crédito al Consumo (consumer credit contract law).
	Sweden	Not automatically.
	United Kingdom	**Yes,** if the financing is arranged for the specific purchase. In some cases, the consumer may need to pay administrative charges and/or interest which was accrued up to the point of cancellation (if any, subject to terms and conditions).

A Belgian consumer ordered a car in Germany. Delivery would take 8-12 weeks according to the seller. The order documentation didn't give a date. At the end of week 12, the consumer contacted the seller, who said that delivery would take a further 3 months. The consumer was financing the purchase of the car with a loan which would be cancelled by the bank if the car was not delivered by a certain time and the consumer would have to pay cancellation costs. Also, the consumer would have to take public transport or rent a car for a further 3 months and thus incur extra costs. Thanks to the intervention of ECC Germany, the consumer received his car at the end of the 6th month and before the loan was cancelled, but received no compensation for his other expenses.

How to verify the quality of a car



During purchase

A car is usually a high-value consumer item and many consumers depend on their car.

When bargain hunting in another Member State, consumers should be sure to strike a good deal, not only in terms of price but also in terms of quality.

A consumer resident in Austria bought a second-hand car from a trader in Germany. The consumer flew to Germany to collect the car and drive it back to Austria. In Austria, the car was inspected by an expert. The expert found that the chain adjuster of the motor was defective. A repair would cost EUR 678. The consumer contacted the trader and demanded a repair. The car had been advertised and sold as having no defects. The trader refused to repair the defect. After an intervention from ECC Germany, the trader provided a refund of EUR 250.

A Finnish consumer bought a second-hand car from a German dealer. The negotiations and purchase were carried out by e-mail correspondence and telephone conversations. The dealer specifically stated (orally and in writing) that the car was not defective and had not been in any crashes. Soon after the car was delivered to Finland, the consumer noticed that the steering did not seem normal and took the car to the local brand representative to find out if there was something wrong. They updated the electronic steering system, but this did not make the steering any better. When the consumer took the car back, they had to ask for instructions from the manufacturer about how to solve the problem. The manufacturer told them to change the steering gear as a warranty repair. When they tried to do this, they noticed that the subframe and steering gear were damaged as a result of a frontal collision. The estimated cost of the repair was EUR 5 100. The consumer informed the seller of the situation and asked them to propose a solution. As they did not respond to his e-mails within a given timeframe, he had to ask the local brand representative to repair the car. The consumer sent the invoice and receipt to the seller to be compensated, but again, they did not respond.

Vehicle inspections

Cars usually have to pass a vehicle inspection. **When purchasing a car, asking if it passed its most recent inspection and under what conditions may give an indication of its state of roadworthiness. However, passing these tests does not necessarily mean that the car is in good condition.** The elements checked and the details on the technical control certificate vary considerably. Whereas the Austrian technical control certificate even gives a thorough description of the external condition of the car (scratches, etc.), the German certificate only refers to the tests and is very short.

Legal timeframe for vehicle inspections

The consumer should check with the seller when the most recent vehicle inspection was performed and when the next one is due. The legal timeframe within which a car usually has to pass a vehicle inspection varies between Member States.

However, national legislation reflects the minimum requirements of Directive 2009/40/EC on roadworthiness tests for motor vehicles and their trailers[102] which will be repealed in 2018 by Directive 2014/45/EU[103]. Both Directives state that passenger cars and light commercial vehicles must at least be tested 4 years after their first registration date and every 2 years thereafter.

The following deadlines are based on cars for personal use. Specific rules exist for specific categories of vehicle, such as oldtimers[104].

Most Member States impose general timeframes starting with the date on which the car is first registered.

In the Czech Republic, Denmark, Greece, France, Italy, Cyprus, Malta, Hungary and Slovakia, the first periodic inspection has to take place 4 years after the vehicle is first registered and subsequently every 2 years.

In Ireland[105], Spain[106], the Netherlands, Portugal and Slovenia, the first periodic inspection has to take place 4 years after the vehicle is first registered. The next two inspections take place at 2-year intervals. Subsequently,

[102] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:141:0012:0028:EN:PDF

[103] Directive 2014/45/EU of the European Parliament and of the Council of 3 April 2014 on periodic roadworthiness tests for motor vehicles and their trailers http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014L0045&from=EN

[104] In Austria, for example, the deadline for oldtimer inspections is 6 months (1 month before and 4 months after the month of the first registration).

[105] 4 years, 2 years until the car is 10 years old, then annually.

[106] Applicable to petrol or electric motor cars registered after 1 January 2005. Cars registered before 1 January 2005 but not older than 30 years: first periodical control after 3 years, and then every year. Cars of 30 years of age or older: every 2 years. Cars registered before 1 January 1960: no periodic inspection.

the vehicle must be inspected every year.

In Belgium and Norway, the car must undergo its first vehicle inspection 4 years after it is first registered, and then every year.

In Austria, Finland and Sweden, the so-called 3-2-1 rule applies. Every car has to pass its first periodic inspection 3 years after it is first registered, the second inspection after an additional 2 years, and then every year.

Every new car registered in Luxembourg has to pass its first periodic technical inspection 3 years and 6 months after its first registration, and then every year.

A roadworthiness test must be performed on every car registered in Germany 3 years after it is first registered and then every 2 years.

In Bulgaria and the UK, cars must pass their first vehicle inspection 3 years after they are first registered and then every year.

In Lithuania and Romania, a roadworthiness test has to take place every two years.

Every car registered in Croatia and Latvia needs to pass a technical inspection 2 years after it is first registered and then every year.

Under Polish regulations, passenger cars must be inspected once a year.

In Estonia time limits for inspections vary according to factors such as the type and age of the car. Consumers can search for background information (when the most recent inspection took place, when the next one is due, the car's technical data, when was it registered in the Estonian register, the country in which it was previously registered, etc.) prior to purchase on the Estonian Road Administration website **(https://eteenindus.mnt.ee/public/soidukTaustakontroll.jsf)**.

Is the seller legally obliged to provide a vehicle inspection before sale?

Consumers should ask the seller for a valid roadworthiness certificate when buying a car, but is there an obligation on the trader to organise a roadworthiness test before selling?

The seller is not obliged to organise a roadworthiness test in order to sell a car in 23 countries: Austria, Belgium[107], Bulgaria[108], Croatia, Czech Republic, Denmark, Finland, Germany, Hungary, Ireland, Italy[109], Latvia, Lithuania[110], Luxembourg[111], Malta, Netherlands, Norway[112], Poland[113], Portugal[114], Romania[115], Slovakia, Slovenia[116] and UK[117].

The seller does have to provide a report on the state of the car in seven countries: Belgium, Bulgaria, Estonia[118], Spain[119], France[120], Cyprus[121] and Hungary[122].

In France, the seller has to provide a valid technical report from a vehicle inspection carried out no more than 6 months prior to sale for every car registered more than 4 years previously. The buyer is entitled to see the inspection report before the sale. If the report is only delivered after the purchase, this can be considered as an offence.

In Ireland, even though there is no obligation on the trader to provide it, consumers should ask the seller for a valid National Car Testing (NCT) certificate when buying a car which is more than 4 years old.

Good practice in Sweden: Even though it is not a legal requirement, in accordance with a sectoral agreement, the trader has to provide a report on the state of the car[123].

Good practice concerning the mileage of a car: The Belgian and Dutch Car-Pass/NAP document mentioned above[124].

[107] Not necessary if the car is for export, but the seller must provide a Car-Pass certificate created within the previous 2 months. This indicates the mileage of the car at different dates. If the Car-Pass is not provided, the consumer can request cancellation of the sale, see also page 35..

[108] The seller does not have to give the consumer a technical report, only the technical inspection document.

[109] Previous vehicle inspections are listed on the vehicle registration document so the seller is not obliged to provide anything further, but a consumer can ask for the service book.

[110] The seller is not obliged to provide a technical check/report/inspection of the car for the consumer, but the car can't be registered without a technical inspection.

[111] It is not an obligation, but almost all consumers ask for it.

[112] It is legal to sell a car that has not passed this kind of check, but the car is unlikely to meet the conditions of the contract of sale if the seller does not inform the buyer about this in advance.

[113] The seller is not obliged to provide a technical inspection of, or report on, the car. If the car is placed for sale on the seller's premises, it should not have any defects.

[114] The seller is not obliged to provide a technical check/report/inspection of the car for the consumer, but if the car does not have a valid inspection certificate and the consumer needs to drive it home, he/she will have to get an inspection carried out at a technical inspection centre (for a category B vehicle, i.e. weighing no more than 3 500 kg and with seats for no more than nine people) at his/her own expense.

[115] But it is usually provided.

[116] However, professional traders in second-hand cars usually check the quality of the car before the sale.

[117] The seller is not obliged to provide technical reports, but selling unroadworthy cars may be seen as a criminal offence. This applies to both trade and private sales and is punishable with fines of up to GBP 5 000 (+/- EUR 6 800). A vehicle inspection (MOT) certificate proves that a car is roadworthy but does not necessarily mean that it is in good condition.

[118] The dates of previous inspections have to be provided in the registration certificate.

[119] The seller is obliged to provide all documents related to the car including a technical inspection document, "Tarjeta de Inspeccion Tecnica de Vehiculos" (ITV) in Spanish.

[120] See below and information on http://vosdroits.service-public.fr/particuliers/F16540.xhtml.

[121] The seller is obliged to provide a technical check or report on the car. Results of the test are electronically transmitted to the Department of Road Transport (DoRT). Once a test is completed successfully, the vehicle testing station issues a certificate. This should be carried in the car and made available for inspection.

[122] The seller has to provide the details of the technical condition and repair history.

[123] Guidelines for the declaration of used cars. KOVFS 2002, BÖ 2011:02

[124] See page 31 on clocking

During purchase

A Hungarian consumer bought a car from a Dutch trader. Before the purchase the consumer contacted the trader several times and asked for further details of the condition of the car (damage, etc.). The trader sent four photos and said that only four instances of damage could be found on the car. The consumer visited the trader's website and he saw refurbished cars in good condition so he decided to buy the car. He paid the deposit via bank transfer, picked up the car and paid the balance (EUR 6 250). The car underwent an inspection in Budapest and it turned out that the trader had not properly informed the consumer about the condition of the car as the experts discovered serious problems (hidden defects). The consumer wouldn't accept the trader's offer of compensation and sought an official expert opinion on the condition of the car, the price of new parts and the loss incurred. After having done so, the consumer contacted ECC Hungary. After intervention by ECC-Net, the consumer was not satisfied with the trader's offer and he decided to go to court. He later realised that cross border litigation is very costly and accepted the trader's final offer (EUR 500).

Where is it possible to find a technical inspection centre in the country of purchase?

When buying cross-border, consumers may wish to organise a technical inspection in the country of purchase, close to the seller's premises instead of driving home first.

In most Member States consumers can find the nearest technical inspection centre on official lists:

Belgium[125], Bulgaria[126], Czech Republic[127], Denmark[128], Estonia[129], Ireland[130], Greece[131], Spain[132], France[133], Croatia[134], Cyprus[135], Italy[136], Luxembourg[137] , Hungary[138] , Poland [139], Portugal [140], Romania [141], Slovenia[142] , Finland[143] , Sweden[144] and UK [145].

No official list exists in Austria[146], Lithuania[147], Netherlands[148], Norway[149] and Slovakia[150].

[125] http://www.goca.be/fr/p/centres

[126] http://www.rta.government.bg/images/Image/registri/AllValidPermitsData.html

[127] http://www.mdcr.cz/cs/Silnicni_doprava/STK/STK.htm (menu "Přehled STK podle krajů")

[128] http://www.trafikstyrelsen.dk/DA/Syn-og-K%C3%B8ret%C3%B8jer/Syn-af-k%C3%B8ret%C3%B8jer/Find-synshal.aspx

[129] http://www.mnt.ee/index.php?id=10617

[130] https://www.ncts.ie/

[131] http://www.yme.gov.gr/?tid=361#11

[132] http://www.dgt.es/Galerias/seguridad-vial/centros-colaboradores/Listado-de-Centros-de-Inspeccion-Tecnica-de-Vehiculos.pdf

[133] http://www.utac-otc.com/fr/ctvl/lieu_ctrl.asp

[134] http://www.cvh.hr/tehnicki-pregled/stanice-za-tehnicki-pregled/ ; http://www.hak.hr/vozila/tehnicki-pregledi/popis-stp/

[135] http://www.businessincyprus.gov.cy/mcit/psc/psc.nsf/All/79D13BDEB34C515AC22579AA002CA7A5/$file/Registry%20of%20Private%20Technical%20Control%20Centres%20for%20Vehicles.pdf (in Greek).

[136] https://www.ilportaledellautomobilista.it/web/portale-automobilista/servizi-online-ricerca-officine-autorizza

[137] www.snct.lu

[138] http://www.nkh.gov.hu/documents/11102/545604/Vizsg%C3%A1l%C3%B3%C3%A1llom%C3%A1s+lista/f6ced321-dfd7-42ac-914f-674916c59f32?version=1.3&type=pdf

[139] http://www.stacja.com.pl/

[140] http://www.imtt.pt/sites/IMTT/Portugues/Veiculos/PesquisaCentrosInspeccao/Paginas/PesquisaCentrosInspeccao.aspx

[141] http://www.rarom.ro/article--Unităţi_autorizate_I.T.P--135.html

[142] http://www.avp-rs.si/wp-content/uploads/2012/02/Tehnicni_pregledi-internet-4.3.2014.pdf

[143] http://www.katsastusasemat.org/

[144] http://search.swedac.se/en/accreditations?mode3_accarea_l1=Vehicle+inspection&mode3_accarea_l2=&mode3_accstd=&mode3_docs=

[145] http://data.gov.uk/dataset/mot-active-vts

[146] The technical inspection can be performed by any garage/car repair shop (either a representative of a specific brand or an independent garage), as well as by automobile clubs.

[147] There is no list, but official centres providing technical controls are usually based near car registration centres.

[148] There is no list, but only inspectors who have a RDW licence are allowed to perform technical controls. RDW is a public authority responsible for licensing of vehicles and vehicle parts, supervision and enforcement, registration, information provision and issuing documents.

[149] But a consumer may call Statens Vegvesen (http://www.vegvesen.no/Kjoretoy/Eie+og+vedlikeholde/EU-kontroll) to make sure the garage is authorised to write any such report.

[150] The consumer can find the nearest centre on the following websites: www.testek.sk (menu "zoznam STK") or www.stkonline.sk (menu "mapa STK").

Average price of a technical inspection

Austria	Between EUR 50 and EUR 100, depending on the services needed.
Belgium	Prices start from EUR 33.80 for a petrol car, EUR 41.40 for a diesel car and EUR 55.10 for a liquid petroleum gas car.
Bulgaria	EUR 20
Croatia	EUR 20
Cyprus	EUR 35
Czech Republic	EUR 40
Denmark	EUR 50
Estonia	No information available
Finland	EUR 75
France	EUR 67* (variation between EUR 40 and EUR 90) * http://www.simplauto.com/blog/etude-prix-controle-technique-france-2014/
Germany	Includes an emissions check and the average cost is EUR 85
Greece	EUR 55
Hungary	EUR 55 for M1 vehicles (passenger vehicles with no more than nine seats), EUR 80 for M2 vehicles (passenger vehicles with more than nine seats).
Ireland	The current cost of an NCT test (2015) is EUR 55.

During purchase

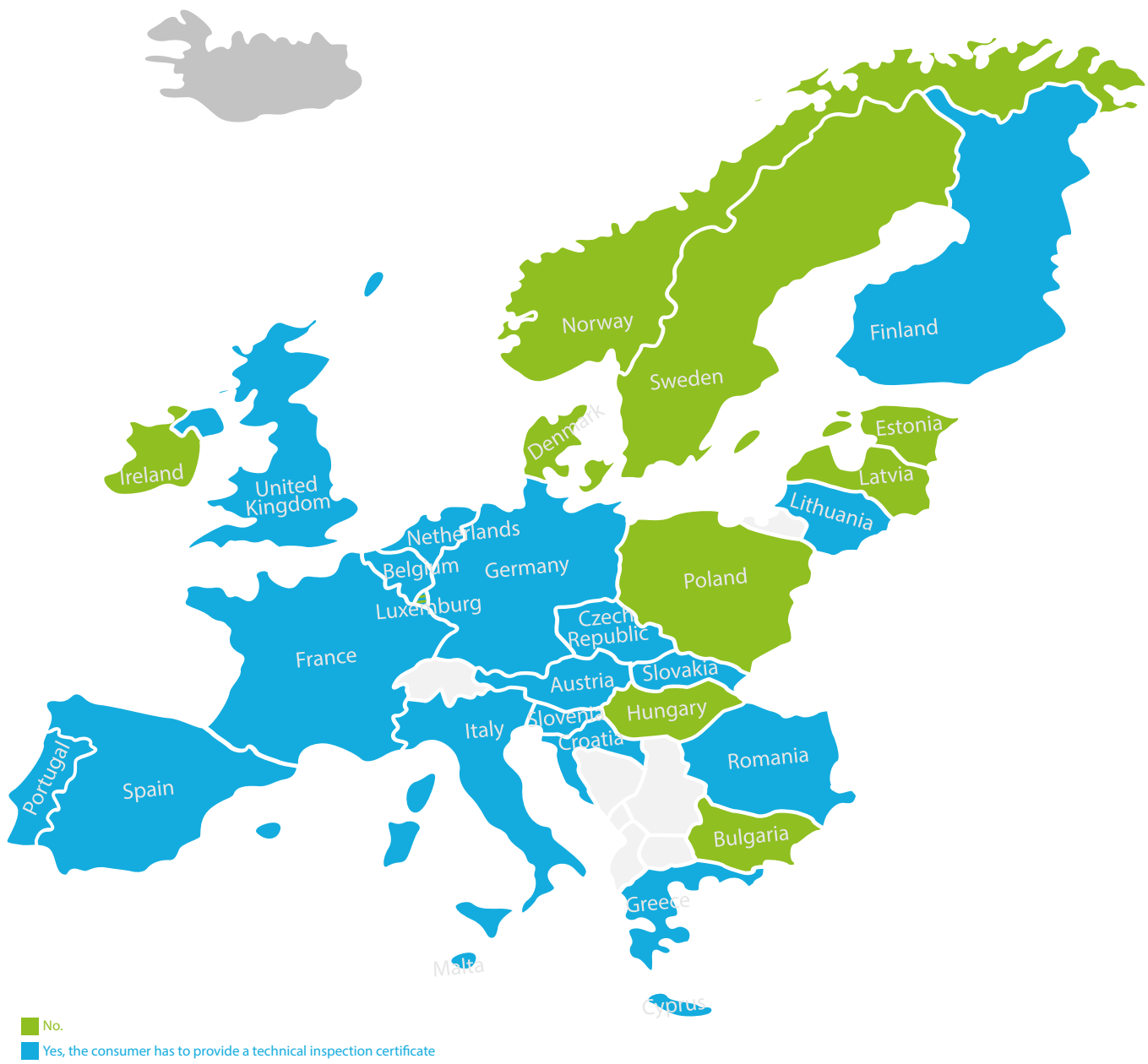
Italy	Prices average EUR 70-80, depending on the province, and include administrative fees and emission checks.
Latvia	Prices vary. The vehicle inspection fee for petrol cars is EUR 23.27, and for diesel cars it is EUR 27.73. The amount of vehicle operation tax to be paid depends on the car's technical parameters . For cars undergoing their first inspection, the natural resource tax (EUR 40) and the car and motorcycle tax (amount to be paid depends on the car's technical parameters) are also payable.
Lithuania	Average costs for the roadworthiness test are EUR 14.45.
Luxemburg	The inspection costs EUR 27.47 for cars. For more information, visit http://www.snct.lu/clients-particuliers/tarifs-du-controle-technique or http://www.transport.gov.mt/land-transport/vehicle-registration-and-licensing/vehicle-roadworthiness-test-vrt
Malta	The inspection costs EUR 27.47 for cars. For more information, visit http://www.snct.lu/clients-particuliers/tarifs-du-controle-technique or http://www.transport.gov.mt/land-transport/vehicle-registration-and-licensing/vehicle-roadworthiness-test-vrt
Netherlands	No information available
Norway	A test drive to an authorised garage can be requested in order to have the car's condition assessed. The following form can be used for the tests: http://www.forbrukerradet.no/_attachment/1133660/binary/16284. The average cost of the test is EUR 150.
Poland	The price of a vehicle inspection in Poland is legally set at PLN 98 (approx. EUR 24) for cars carrying up to 15 passengers.
Portugal	The average costs are EUR 30.54 for mandatory periodic inspections, EUR 7.66 for re-inspection following a periodic inspection and EUR 106.64 for extraordinary inspections.
Romania	Average cost: EUR 20-35
Slovakia	EUR 50
Slovenia	For M1 category vehicles (passenger vehicles with no more than nine seats), the inspection costs EUR 33.87.

During purchase

	Spain	Prices are set by the autonomous communities and depend on the technical service, vehicle and test types, etc.. Average costs range from about EUR 25 to EUR 50.
	Sweden	The average price is approximately EUR 43 (SEK 400).
	United Kingdom	MOT certificates cost GBP 54.85 (+/- EUR 75) for cars and GBP 29.65 (+/- EUR 40) for motorbikes

> Before starting a technical control procedure in the country of purchase, the consumer should enquire whether a technical control is mandatory for registering the car in his/her residence country, and if so, if technical controls issued in another EU Member State will be recognised by the registration authority in his/her country. Currently the situation varies considerably between the EU Member States.

Is a technical inspection required for registration in the consumer's country of residence?



> A Belgian consumer purchased a car in the Netherlands but the car didn't pass the Belgian technical inspection even though the trader claimed that it had passed the Dutch inspection. The consumer hasn't been able to use the car since.

To register a car, a consumer has to show that a technical inspection has been performed in 19 Member States.

Austria	**Yes,** the consumer has to have a "§ 57a KFG" confirmation, which proves that the car is roadworthy.
Belgium	**Yes,** the consumer has to provide a technical inspection certificate for second-hand cars.
Bulgaria	When registering a car in Bulgaria for the first time, if it is not a new car, the Traffic Police will carry out a technical inspection which is valid for one year. The inspection is part of the registration process and is performed at the same place.
Croatia	**Yes**
Cyprus	**Yes.** Once the vehicle passes the technical inspection, a number of documents plus a Department of Road Transport (DoRT) certificate and an insurance certificate should be taken to the DoRT Vehicle Examination Centre for registration.
Czech Republic	**Yes**
Denmark	**No**. However, if you cannot provide proof that the car has passed a technical inspection, it will be necessary to perform one.
Estonia	**No**
Finland	**Yes**
France	**Yes,** as the consumer has to present a certificate of roadworthiness issued within the previous 6 months when registering a car older than 4 years of age. This certificate is issued after a technical inspection ("contrôle technique").
Germany	**Yes,** the consumer has to show a valid roadworthiness certificate if the car is older than 3 years.
Greece	**Yes.** For second-hand cars only, the consumer needs to show proof that the car has passed a roadworthiness test.

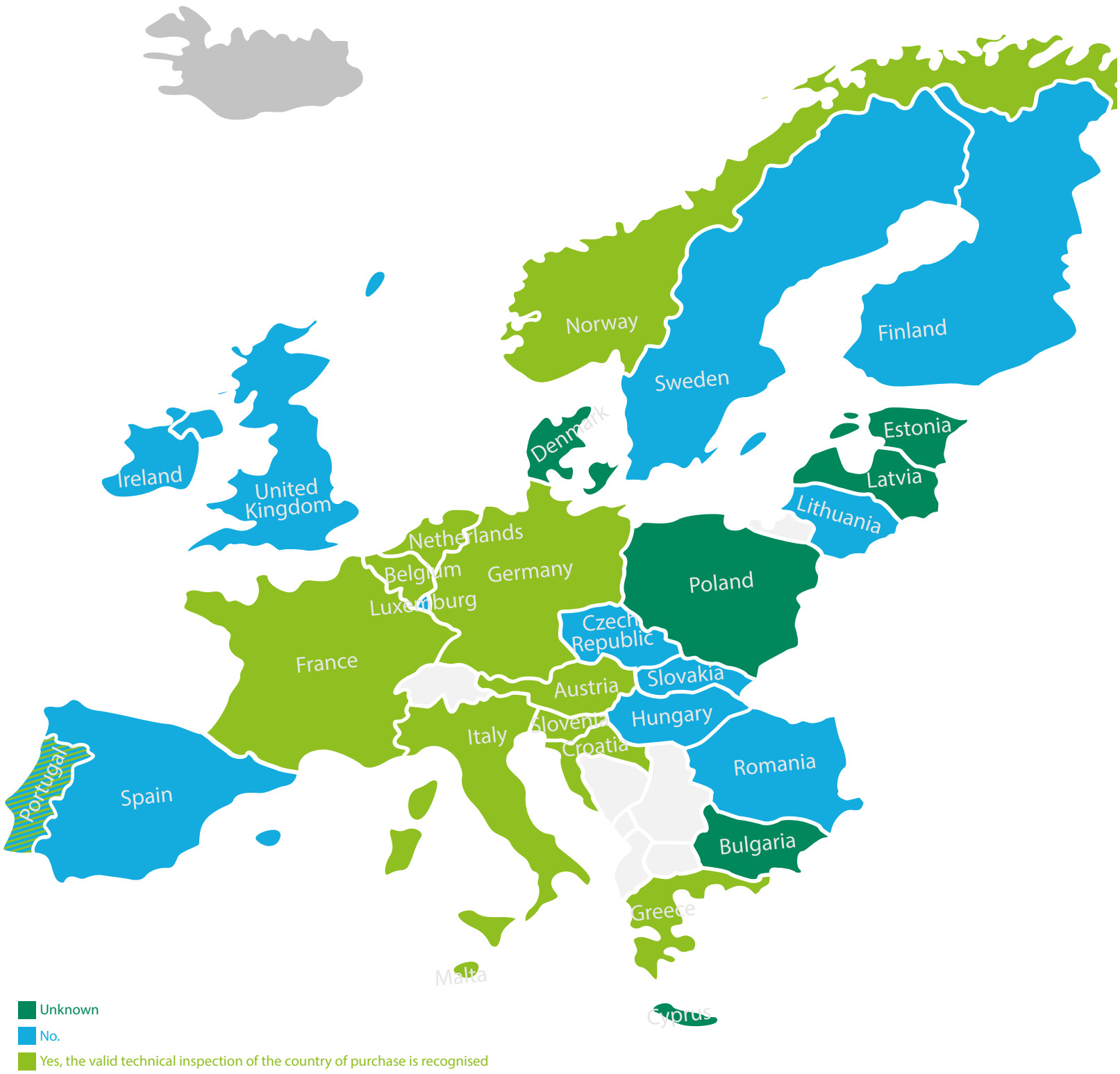
During purchase

Hungary	The car should be checked by the national inspection service.
Ireland	Since 2002, all cars over 4 years of age, with a few exceptions, must pass the National Car Test (NCT) to ensure that they are safe and roadworthy. After the initial NCT, which takes place when the vehicle reaches 4 years of age, they need to be tested every 2 years. Cars over 10 years of age must be tested annually. Consumers should ensure that any used car that they buy has passed the NCT and has a valid certificate to prove it. At the test centre, the vehicle is examined to ensure it has the various characteristics described in the accompanying documentation, for example, vehicle identification number (VIN), registration number (in the case of a used vehicle), make, model and variant, engine size, number of doors, etc.. If the requisite documentation is not available at the time of the examination or the vehicle's characteristics do not match with those given in the documentation, the vehicle will not be registered and a re-test fee will be payable on return with relevant documentation.
Italy	**Yes**
Latvia	For new vehicles which were not previously registered in Latvia or abroad, the first technical inspection has to be performed no later than 24 months after they are first registered in Latvia. Further periodic technical inspections shall be performed each year in accordance with the time period indicated in the permit for participation in road traffic.
Lithuania	**Yes**
Luxem-burg	**Yes,** for second-hand cars.
Malta	**Yes**
Nether-lands	**Yes.** The consumer needs to prove that the required periodic vehicle inspection has been carried out.
Norway	**No**, as long as a European Certificate of Conformity (COC) is provided.
Poland	**No**, but under Polish law, passenger cars must be inspected once a year.
Portugal	**Yes,** unless it is a new car with a COC.
Romania	**Yes**
Slovakia	**Yes**
Slovenia	**Yes**

During purchase

	Spain	**Yes,** if the car is older than 4 years of age.
	Sweden	A technical inspection is performed as part of the registration process (https://www.transportstyrelsen.se/sv/vagtrafik/Fordon/Fordonsimport-och-ursprungskontroll/Fordonsimport-fran-borjan-till-slut/).
	United Kingdom	**Yes**

Is a technical inspection carried out in the country of purchase recognised in the country of registration?



During purchase

Whereas in 19 Member States a technical inspection certificate is mandatory for registering a car purchased abroad, only 10 accept inspections performed abroad. Consumers should check in advance with their national authority to avoid unnecessary costs. For further information, see also the **country fact sheets on registration**.

It needs to be mentioned that in its extensive case law (e.g. C-297/05, C-170/07, C-150/11), the European Court of Justice has concluded that general and systematic testing carried out in addition to roadworthiness tests recently carried out in other Member States, the results of which are not recognised, constitutes a restriction on the free movement of goods.

Austria	A valid foreign vehicle inspection certificate is recognised in Austria if the car has a COC. If it is not in German or English, the consumer has to provide a translation. If the car does not have a COC, a national inspection is obligatory in order to register it.
Belgium	A valid foreign vehicle inspection certificate is recognised in Belgium if the foreign technical inspection has been performed in the EU within the 2 months prior to registration. However, a simplified inspection ("controle visuel/visuele keuring") is required. If the foreign inspection took place more than 2 months before registration, a complete technical inspection is required. For more information, visit **http://www.goca.be/fr/p/ct-vp-controle-occasion** (see "Etape/Stap 2").
Bulgaria	Information is not available on this point.
Croatia	Foreign technical inspection certificates are not recognized in Croatia.
Cyprus	A valid foreign vehicle inspection certificate is recognised in Cyprus if the car has a valid COC. National authorities cannot request any additional technical documentation unless the car has been modified since leaving the factory, in which case they can order that it undergo a fresh approval procedure.
Czech Republic	Foreign technical inspection certificates are not recognised. The consumer needs to have a national inspection carried out.
Denmark	Information is not available on this point.
Estonia	Information is not available on this point.

During purchase

Finland	Foreign technical inspection certificates are not recognised. A Finnish inspection is required. If the foreign inspection takes place within the 6 months before the vehicle is imported, the inspection might not have such a strong focus on technical issues.
France	As of May 1 2014, a technical inspection undertaken in another Member State is accepted for registration in France*. In practice, ECC France has received information requests from consumers who have had inspection certificates from other Member States refused by the French authorities. ECC France was informed that the Ministry of the Interior has established a non-exhaustive list of types of technical inspection performed in other EU countries. If in doubt, the local administration (Prefecture) sends a request to a specific service within the Ministry to validate a new type not yet on the list. * arrêté du 19 décembre 2013 modifiant l'arrêté du 9 février 2009
Germany	A valid foreign vehicle inspection certificate should be recognised in Germany, but a translation may be necessary. Also, a foreign inspection certificate is only recognised if it would still be valid if it were a German certificate. In Germany, a technical inspection is obligatory every 24 months. A foreign technical inspection certificate can't be older than that* * § 7 Abs. 1 FZV.
Greece	Information is not available on this point.
Hungary	A valid foreign vehicle inspection certificate is recognised in Hungary, but a technical survey is performed during which the Hungarian authorities record the details in the foreign documents. An inspection is only necessary if the buyer wants the validity of the foreign certificate to be extended. It should be noted that the duration of this validity cannot exceed the timeframe for periodic inspections in Hungary.
Ireland	Foreign technical inspection certificates are not recognised. The vehicle needs to pass the NCT in order to be registered in Ireland.
Italy	A valid foreign inspection certificate is recognised in Italy.
Latvia	Information is not available on this point.
Lithuania	Foreign technical inspection certificates are not recognised. A national inspection must be performed.

During purchase

Luxem-burg	Foreign technical inspection certificates are not recognised. The car must undergo a Luxembourg inspection before registration at the National Society of Automotive Traffic (SNCA).
Malta	Foreign technical inspection certificates are not recognised. A national inspection is necessary for registration.
Nether-lands	A valid foreign vehicle inspection certificate is recognised in the Netherlands.
Norway	A valid foreign vehicle inspection certificate is recognised in Norway.
Poland	Information is not available on this point.
Portugal	In the case of a new car, only the COC is required. For second-hand cars with no COC, the consumer needs to have a national inspection performed before registering the car.
Romania	Foreign technical inspection certificates are not recognised.
Slovakia	Foreign technical inspection certificates are not recognised.
Slovenia	A valid foreign vehicle inspection certificate is recognised.
Spain	Foreign technical inspection certificates are not recognised. The consumer needs to have a national inspection performed before registering the car.
Sweden	Foreign technical inspection certificates are not recognised. If the consumer has a valid foreign registration certificate and valid foreign insurance, he/she may drive the vehicle for a maximum of 7 days from the date on which the vehicle enters the country.
United Kingdom	Foreign technical inspection certificates are not recognised. The car will need to undergo a technical inspection by an approved MOT tester before it can be registered and insured.

Checks on the seller's premises

As technical inspections only give an overall indication of roadworthiness, ECCs generally advise consumers, at least for second-hand cars, to carefully check the car's condition. With the seller's agreement, a check by an external inspector may be organised, at the consumer's expense. However, this type of check can affect the liability of the parties; the seller's duty of disclosure may be reduced if the consumer is accompanied by a professional and the consumer's duty to inspect may be increased.

Also, it may not always be easy to find a trustworthy expert in another country as not all countries have official lists.

A Maltese consumer asked a UK company to inspect a car from a UK dealer prior to purchasing it. The consumer was informed by the company that the inspection was done and that all was fine except for one scratch, multiple chips and a dent. The consumer accepted these minor defects and purchased the car. Upon delivery of the car, the consumer noticed that the front bumper, the headlights and the bonnet looked as though they had been sandblasted with small stones. The consumer argued that the inspector did not inform him of all of the defects. The company rejected the consumer's claim as they mentioned in the report that the damage was there and the car would benefit from repairs to improve its appearance.

On-site inspections may be provided by independent experts or technical inspection services, but consumers will usually have to find a mechanic, technician or car repair service. The following options are available to consumers:

- Consumer organisation: Denmark (FDM)
- Automobile clubs: Denmark, Germany, Netherlands[151], Austria, Slovenia
- Independent experts: Czech Republic[152], Germany, Greece, France[153], Croatia, Cyprus, Latvia[154], Lithuania, Luxembourg[155], Austria, Romania, Slovakia[156], Sweden[157]
- Mechanics and repair centres: Belgium, Bulgaria[158], Cyprus[159], France, Greece, Ireland, Italy, Latvia, Malta, Norway, Portugal, Slovakia, Spain, Sweden
- Special vehicle servicing experts (private inspection centres): Hungary(160)
- Official representation of the car brand: Estonia
- Technical inspection service: Germany, Estonia[161], Lithuania, Poland, Portugal, Sweden
- Private inspection centres or intermediaries: Ireland, Lithuania, Romania, Finland, UK

In Romania, a consumer can check the history of repaired cars at the website of the Financial Surveillance Authority which provides details of previous insurance policies.

[151] If the seller agrees and usually at the consumer's expense, a check at the premises can be performed by a Royal Dutch Touring Club (ANWB) inspector

[152] However no list is available.

[153] http://www.securite-routiere.gouv.fr/connaitre-les-regles/le-vehicule/la-liste-nationale-des-experts-automobile

[154] There are no official organisations for this in Latvia.

[155] A list of experts is available at the "Chambre des Experts".

[156] No list of experts is available.

[157] From a list compiled by the Swedish Chamber of Commerce.

[158] However, there is no official organisation nor specific list of contacts.

[159] A list of car mechanics is available in Cyprus.

[160] However there is no official website or list.

[161] A list is available at the Estonian Road Administration website.

Average prices of checks

The prices of checks of this type depend on the services provided but average:

Austria	EUR 60-70
Bulgaria	EUR 25-50
Croatia	EUR 20 + VAT
Cyprus	EUR 50-80
Czech Republic	EUR 20-40
Denmark	FDM, a consumer organisation, offers used car tests in their garages for approximately EUR 400
France	EUR 69-249* * Based on Experveo which provides independent checks. Other independent experts may cost more: http://www.experveo.fr/sas
Germany	EUR 100
Greece	EUR 80
Lithuania	EUR 15
Malta	no higher than EUR 50
Netherlands	EUR 160-350
Norway	EUR 60-170
Poland	EUR 50, or EUR 250 for a more detailed report
Portugal	EUR 50
Romania	EUR 4-50 per hour or EUR 10-25 per car
Slovakia	from EUR 20
Slovenia	EUR 100.65, EUR 182 for a more detailed inspection
Sweden	The price for car diagnostic tests is approximately EUR 170 (SEK 1 600)
United Kingdom	for an MOT certificate (proving roadworthiness), the maximum price is GBP 54.85 for cars and GBP 29.65 for motorbikes. The car has to be taken to a test centre for this. For a technical report from a commercial trader, prices start from GBP 99, and may depend on factors such as engine size. This can be done wherever the car is. For a Hire Purchase Investigation check (or similar), which is aimed at finding out if any finance is outstanding on the car, the indicated guide price is GBP 10 per check

What should consumers look out for in the contract of sale?

Formal requirements and mandatory provisions

Consumers should be particularly vigilant in checking that the contract of sale respects the formal requirements of the country of sale and the legal provisions so as to ensure that the contract is valid.

For example, in Bulgaria, it is not possible to buy a car online as, by law, the contract must be in writing, contain both parties' details, the price and a description of the vehicle. The signatures of both parties must be witnessed by a notary.

A written contract is not necessary in all countries, but is usually needed for registering the car[162]. Differences may also exist between requirements for new and used cars.

> A Polish consumer purchased a car in the UK. When registering it in Poland, it turned out that the seller had not provided a key document – the proof of purchase – so the consumer could not register the car. The case was transferred by ECC Poland to ECC UK, which enabled the consumer to get the missing document and finalise registration.

[162] See page 188

In several countries, the contract – written or verbal – only needs to specify the basic terms[163] (which usually include the parties, price, description of the vehicle, quantity and date). Some countries go further by including specific car purchase information.

Good to know

For contracts concluded with consumers, consumer protection rules and, where applicable, distance selling or off-premises contract rules need to be respected.

As a minimum, consumers should look for the following information in contracts signed in countries with no specific legislation:

- Identification of the seller, including their name, address and registration number;
- Characteristics of the vehicle as shown on the registration certificate (brand, model/type, identification number, year of first registration, mileage);
- Options and accessories agreed upon;
- Price, not including VAT for new cars, including VAT for used cars;
- Date of delivery;
- Payment method, especially if the payment is financed by consumer credit.

[163] The minimum content required for a contract to be legally binding

During purchase

Country

Austria	**The basic terms. Contracts do not have to be in writing.**
Belgium	There are specific legal requirements for new cars*: • Name, address, registration number, VAT number of the seller, • Name and address of the buyer, • Date and reference number of the order, • Description of the vehicle (model, type, colour and colour code as a minimum), • Description of the options chosen, if any, • Under a section entitled “caractéristiques spécifiques essentielles”, specific requirements requested by the consumer which are essential to him/her, • The price, with prices for original equipment, accessories and any chosen options stated separately, • VAT and any other taxes, • The price of all supplementary services, • The total price, • If the consumer trades in their old vehicle, a description must be given of this vehicle in an annex (brand, model, year of first registration, chassis/identification number, mileage, etc.) and the price not including VAT, • Amount of deposit payment and balance payable, • Indication of a non-negotiable price. If the price is negotiable, the consumer must be clearly informed that he/she can withdraw from the contract by registered letter within 10 days of receiving the revised price, • Date and timeframe for delivery, • The withdrawal right if the contract is concluded away from the seller’s business premises, • Place and date of contract conclusion, • Confirmation that the consumer has read all the information and received a copy, • Signature of the seller and buyer with date. *Article 3, „Arrêté royal relatif aux informations essentielles et aux conditions générales de vente devant figurer sur le bon de commande des véhicules automobiles neufs”, http://www.ejustice.just.fgov.be/cgi_loi/loi_a.pl?language=fr&caller=list&cn=2000070941&la=f&fromtab=loi&sql=dt=%27arrete%20royal%27&tri=dd+as+rank&rech=1&numero=1
Bulgaria	**In Bulgaria a car purchase contract should, by law, be in a specific form – in writing with signatures witnessed by a notary.** The contract must contain both parties’ details, the price and a description of the vehicle.
Croatia	**The basic terms.**
Cyprus	The contract has to show all legally mandatory information required for any valid contract in accordance with the provisions of the Cyprus Contracts Law, Chapter 149.

During purchase

Czech Republic	**The basic terms.**
Denmark	Requirements are assessed on a case-by-case basis and in accordance with contract law.
Estonia	**An example of a recommended contract format is published on the Estonian Road Administration website.** There are also recommendations as to what the contract should contain (details of the car seller, price, details of the car, condition of the vehicle, odometer reading, etc.). These are not legally mandatory.
Finland	**A second-hand car can be bought without formalities. To register the vehicle, however, a document is needed.** A contract of sale is usually only used if a vehicle is to be paid for in instalments. If payment is in cash, the consumer will receive a deed of sale.
France	The trader has to provide **pre-contractual information** before the consumer signs the contract (trader's details/address, full price of the product + VAT, delivery date). The **contract/invoice** must include (article L 441-3 code de commerce): • Car details including mileage/brand/model/vehicle identification number, • Date of the invoice, invoice reference, • Delivery address and date, • Full details of the trader and the buyer, • The trader's VAT number, • Full price including VAT, • VAT details for each item included in the contract, • Eventual delivery fees, • Date and conditions of payment, if credit or a loan is used, a specific clause which allows the buyer to cancel the contract if credit is declined, • Information about the right of withdrawal, • Information about legal warranties in the terms and conditions, • For distance sales, information about cooling off rights or their exclusion (no right of withdrawal for customised cars), • The seller should also provide the right of withdrawal form (ANNEX A -ARTICLE R121-1 of the "code de la consommation"*). * http://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006069565&idSectionTA=LEGISCTA000029472300&dateTexte do?cidTexte=LEGITEXT000006069565&idSectionTA=LEGISCTA000029472300&dateTexte
Germany	**The basic terms. Contracts do not have to be in writing,** but to register the vehicle, a document is needed.
Greece	No special provisions apply to car purchase contracts.

During purchase

Hungary	• Whether transfer of ownership is for free or not, • Identification details of the car (plate and chassis number, brand), • Details of the parties (name, date and place of birth, mother's name, nationality, details of identity documentation, address), • Serial number on the vehicle documents (certificate of registration, registration book), • Date of transfer of the vehicle documents, • Date of collection of the car, • Odometer reading, • Date of entry into force of the change of the ownership, • Statement from both parties that they will notify the competent authorities about the contract within the deadline prescribed by law and that they acknowledge the effects of that notification and of the registration and the effects of any failure to provide such notification.
Ireland	General consumer law requirements apply to motor vehicle sale contracts in business-to-consumer transactions.
Italy	Cars are considered as 'registered movable goods' ("beni mobili registrati"). This means that a purchase can be considered legally valid even if a contract has not been signed. However, to register the car the buyer must present an invoice or a contract.
Latvia	• The parties to the contract, • Their contact details, • Price, • Object of the contract (vehicle, description of it), • Terms of payment, • VAT, • Signatures, • Cooling off rights for distance sales.
Lithuania	• The parties to the contract, • Price, • Buyer's address, • VAT, • Description of the vehicle (plate, engine and identification numbers), • Signatures, • Cooling off rights for distance sales.

During purchase

	Luxem-burg	**Contracts do not have to be in writing** to be binding but a written copy of the contract will prove the commitment of the parties. Contracts must meet the conditions of common contractual law. In consumer-to-business contracts, the parties have to respect consumer law. **An invoice (document-facture) is needed to register the car. Details: http://www.snca.lu/content/view/115/187/lang,french/** The contract and invoice should also follow a specific format and contain certain mandatory provisions.
	Malta	Information is not available.
	Nether-lands	A contract is binding when a verbal or written agreement has been reached. The seller and consumer have to agree on price, type of car, colour, additional options, etc.. It needs to be clear which car the consumer wants to buy so this has to be specified in the contract.
	Norway	**A written contract is not necessary, but preferable.**
	Poland	**The basic terms.**
	Portugal	• The buyer's and the seller's name, • Their addresses, • Fiscal identification, • The car's identification, • Additional elements depend on the contract. For business-to-consumer contracts, consumer and tax legislation is applicable (whether for purchase on the premises, at distance or with consumer credit). Such contracts must be in writing and signed by the consumer and the trader; • Contracts between individuals can take the form of a verbal agreement or an official form signed by both parties.
	Romania	There are no specific provisions for car purchase contracts. The general validity conditions of the Civil Code apply (art.1178-1245): capacity to contract, parties' consent, a determinate and licit object, and a licit and moral cause. **A written contract is not required for validity, but it is required for registration.** Other than this, it is compulsory for consumer contracts to contain all information required by Art. 5 of Directive 2011/83/EU (Art. 4 of GO 34/2014, transposing the Directive) or the information required under rules for distance contracts. The sanction for the breach of these provisions is pecuniary and does not affect the validity of the contract.
	Slovakia	**The basic terms.**
	Slovenia	**The basic terms.**

Spain	There is no specific contract for this kind of sale. Although recommendations of details to be included (based on the most common forms of contract) should include: • Personal details of both parties (name, identification no., addresses, VAT no.), • Car details (brand, model, chassis no., number plates), • Price (including VAT), • Special features of the car (if it underwent a technical inspection, odometer reading, extras, accessories, etc.), • Details of the competent jurisdiction (specific court that would rule in the event of a dispute).
Sweden	There are no formal requirements in terms of contract validity. **As a rule, an agreement can be made verbally, but this is a problem as regards registration.** If a consumer wishes to register an imported car, he/she will have to provide a copy of a written contract. If a new car is bought abroad, a contract including the price needs to be provided to the Swedish tax agency.
United Kingdom	Standard information requirements apply. In some cases, the seller can argue that distance selling laws may not apply if they are not set up to sell cars in this manner on a regular basis, i.e. if they agree to a distance sale as a one-off, but normally conduct their sales on their premises.

In addition to the formal requirements explained above, consumers should carefully read through the contract and only sign contracts they understand.

Consumers should avoid contracts containing a clause stating that there is no legal guarantee for the buyer. Some traders try to exclude legal guarantee rights by claiming that the contract is a business-to-business contract or that the car is sold "without warranties". Such a clause is considered null and void[164] in business-to-consumer contracts, but it may give an indication as to the real condition of the car. Also, ECCs often see cases in which both parties are named as either individuals or professionals in order to exclude the legal guarantee of conformity or limit the scope for its application.

[164] For further information on guarantees and warranties, see page 214.

> A Dutch consumer bought a second-hand car from a German trader for EUR 6 000. On the way back to the Netherlands (100 km from the seller's premises) the gear box started making a lot of noise. The consumer called the trader to tell them about this. The trader told the consumer to drive back to the Netherlands and get the car checked there. The consumer did so and contacted a Dutch garage who said that a repair of the gear box would cost EUR 1 000. The consumer informed the trader, but the trader only offered to pay EUR 200. The consumer contacted ECC-Net for assistance in getting a higher refund. However, the contract stated that the consumer closed the deal as a business and business-to-business rules would apply. ECC Germany contacted the trader who referred to the phrases in the contract and would not offer more than EUR 200.

Used cars are also often sold with an "as is" clause. The buyer should carefully check the condition of the car as scope for making a claim for any defects might be limited.

Cars may also be sold via garages on behalf of individuals. In such cases, the contract of sale is concluded directly between the owner of the car and the buyer and consumer-to-consumer rules apply. **Consumers should check the registration certificate and title of ownership carefully to make sure that the name of the seller is the same as the name given in the registration document, or that the seller has power of attorney to sell the car in the registered owner's name. Otherwise, registration will be difficult or even impossible. Consumers should also check that there is an indication regarding VAT[165] in the contract.**

[165] See also page 172.

During purchase

A Belgian consumer bought a second-hand pick-up truck from a Dutch car dealer for EUR 14 950. A few months later, several defects showed up so the consumer asked a Belgian garage to make an estimate of the repair cost. The assessment revealed that the repairs would cost EUR 8 617.95. The consumer contacted the seller to ask him to have the repairs done on the basis of the legal guarantee. The seller refused, saying that the contract included a clause excluding warranties. After being contacted by the Dutch ECC, the seller said that the vehicle could be returned for inspection in a Dutch garage specialising in old American pick-ups, but the consumer refused as the parties could not agree about who would cover the transport costs.

A French consumer bought a second-hand car from a German trader for EUR 7 500, paying the full price in advance by bank transfer. At the trader's premises, the consumer found that the car had a liquefied petroleum gas (LPG) system instead of a classic fuel system but decided to take the car anyway (as the car was an LPG car, other tests would be needed before the consumer could register it in France). On the way back home, the car was not working properly and couldn't go above 80 km/h. The consumer returned the car to the seller who was not there (only a "friend" was on site). When the consumer analysed the documents, it appeared that the contract was a consumer-to-consumer contract. The seller first proposed a refund of EUR 6 000 which the consumer refused. Finally, the trader agreed to take the LPG system out so that the consumer could pick up the car and register it in France.

What documentation should be provided by the seller?

The documents listed below form a non exhaustive list. Consumers **should check if other documents are needed in the country where they intend to register the car.**

The contract of sale or an invoice

A contract of sale or invoice should be provided by the seller in all EU Member States and Norway. Concerning formal requirements contracts may need to respect in order to be legally valid[166].

Registration certificate

The seller must provide the consumer with the registration certificate. **Consumers should check the identity of the indicated owner carefully**[167].

Good to know: in some countries, such as Austria, Bulgaria, Finland, Germany, Luxemburg, Slovakia and Sweden, the registration certificate is composed of two parts. If one part is not delivered by the seller, registration might be refused in the consumer's home country. It could also mean that the car is pawned[168]. **The consumer should always make sure that they receive all parts of the registration certificate.**

[166] See page 92.
[167] See also page 98.
[168] See also page 113.

Austria

The registration certificate is composed of two parts ("Zulassungsbescheingung Teil I (Fahrzeugschein)" and "Zulassungsbescheingung Teil II (Fahrzeugbrief)" or "**Typenschein" and "Zulassungschein**"): The "Zulassungsbescheingung Teil I (Fahrzeugschein)" contains traffic conditions. The "Zulassungsbescheingung Teil II (Fahrzeugbrief)" contains information about the owner of the car.

Belgium

French: Certificat d'immatriculation

Dutch: Inschrijvingsbewijs

Bulgaria

The registration certificate ("СВИДЕТЕЛСТВО ЗА РЕГИСТРАЦИЯ") is composed of two parts and the seller should provide both. Part I is the proof of ownership. Part II should be carried by the driver and presented to the police in the event of checks.

During purchase

Croatia	Cyprus
Prometna dozvola	Πιστοποιητικό Εγγραφής Μηχανοκίνητου Οχήματος or 'log book'

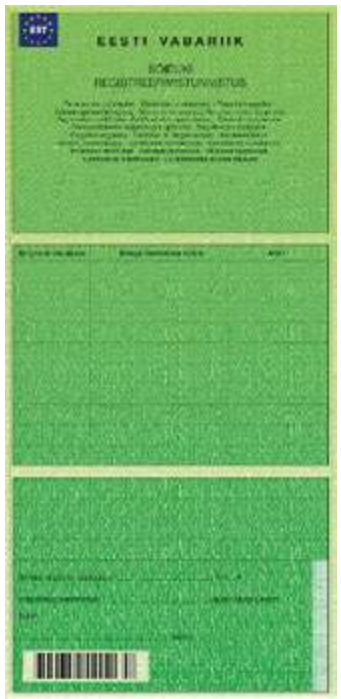
Czech Republic	Denmark
Osvědčení o registraci vozidla (Technický průkaz)	Registreringsattest (vehicle registration certificate)

During purchase

Estonia

Sõiduki registreerimistunnistus (vehicle registration certificate)

https://www.riigiteataja.ee/aktilisa/1220/4201/5007/MKM_m83_lisa1_m19.pdf



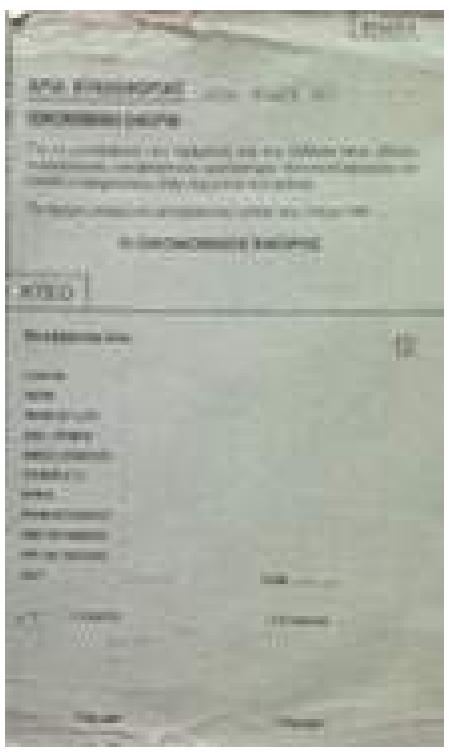
Finland

Rekisteröintitodistus (registration certificate)

France

Carte grise (grey card)

During purchase

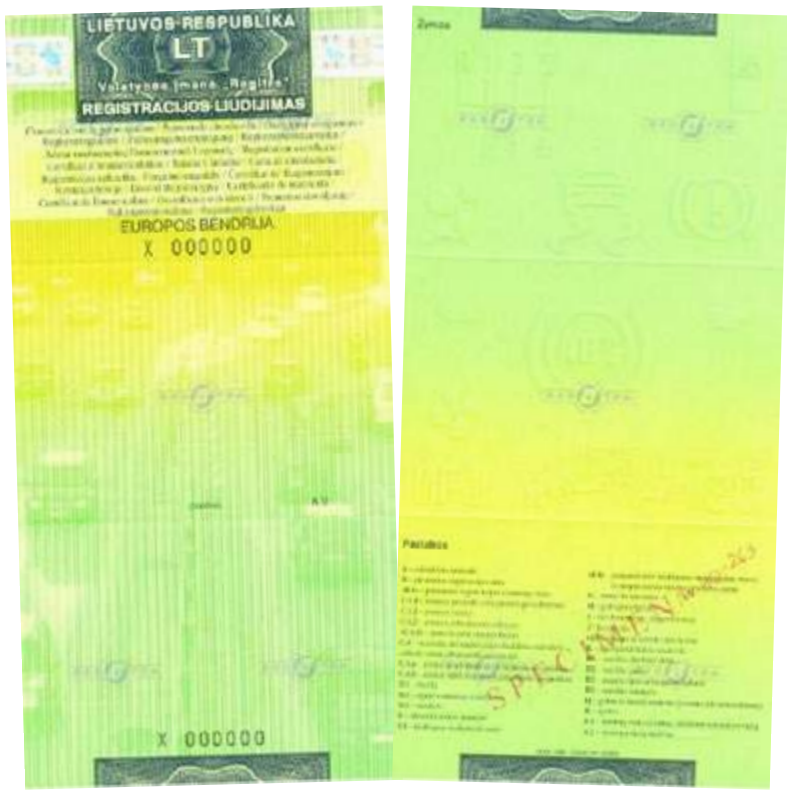
Germany	Greece
The Fahrzeugschein has two parts (“Zulassungsbescheinigung Teil 1 and Teil 2“). and the consumer should make sure that they get both of them. The Zulasungsbescheinigung Teil II/ Fahrzeugbrief indicates the owner of the car and proves that the car is not pawned* * See above page XX 	Άδεια κυκλοφορίας αυτοκινήτου – adia kikloforias aftokinitou 

During purchase

Hungary	Ireland
forgalmi engedély 	Vehicle Registration Certificate

Italy	Latvia
Carta di circolazione (circulation card) 	Transportlīdzekļa reģistrācijas apliecība (Vehicle registration certificate)

During purchase

Lithuania	Luxembourg
Registracijos Liudijimas  	The registration certificate is composed of two parts: „Certificat d'immatriculation - Partie I" (carte grise), „Certificat d'immatriculation - Partie II"

Malta	Netherlands
Log Book 	Kentekenbewijs (vehicle registration certificate / license plate prove)

During purchase

Norway	Poland
Vognkort 	Idowód rejestracyjny (proof of registration)

Portugal	Romania
Certificado de matrícula 	Certificat de înmatriculare

During purchase

Slovakia

The registration certificate has two parts.

The Osvedčenie
o evidencii časť 1

and Osvedčenie o
evidencii časť 2

During purchase

Slovenia

prometno dovoljenje

Spain

Permiso de Circulación (Circulation Permission Card)

Sweden

Registreringsbevis (Registration certificate)
The registration certificate has comprised two parts. Part 1 of the registration certificate and Part 2 of the registration certificate. It needs to be the original.
If several parts are issued, all need to be sent.

United Kingdom

It is officially called the V5 Registration Document, but is commonly referred to as logbook.

If the car has been registered before the sale, the consumer should make sure that they receive proof that it is no longer registered[169]. A separate de-registration certificate might be issued or de-registration could be indicated on the registration certificate. In Germany, the administration notes the date of de-registration in the Zulassungsschein Teil I/Fahrzeugschein. The fiscal authorities and the car insurance provider are automatically informed. The car is then no longer authorised to be driven on public roads.

A French consumer purchased a second-hand car from a French dealer. This French company had bought the car in Germany but the consumer did not have any contract with or details of the German seller. The French dealer never sent the two-part German registration certificate (the car was still registered in Germany with German plates) and subsequently ceased trading. The consumer could not register the car in France without the German registration certificate. ECC Germany got in touch with the German authorities but to no avail as the request for a duplicate of the registration certificate should have been made by the previous owner (unknown in this case).

The consumer received information that the French authorities could request any information about the car (registration details, whether it had been stolen, etc.) by communicating the vehicle identification and registration number to the German authorities. This is because EU Member States now give contact points from other Member States access to certain national vehicle registration data and the power to conduct searches with a vehicle identification or registration number[*1] France has set up a contact point[*2] and the consumer was advised to contact his local prefecture and the German[*3] contact point. If no solution could be found, he was advised to contact SOLVIT and the French out of court dispute settlement body.

[*1] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:210:0001:0011:EN:PDF
[*2] http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000 020 915300
[*3] https://www.eucaris.net/countries/federal-republic-of-germany

[169] According to Article 5 (2) of Directive 1999/37/EU Member Staes have an obligation to inform the Member State of origin within 2 months of the registration and the withdrawal of the registration certificate.

A Danish consumer bought a car on site from a German trader. The trader did not have the original registration certificate when the consumer bought the car, so it was agreed that it would be forwarded later. Even though the consumer asked for it several times, he didn't receive it and couldn't register the car in Denmark.

When handling the case, the ECC-Net discovered that the car had been sold even though a financing company had a retention of title to the amount of EUR 18 000 on the car. The trader had sold the car without paying the outstanding debt. Since then, the trader has been declared insolvent. The consumer therefore had to turn to the financing company and was able to come to an agreement. The consumer paid the financing company EUR 6 000 for the registration certificate and if the financing company can obtain more than EUR 13 000 of the EUR 18 000 claim against the trader, the excess amount will be paid to the consumer.

The case is now almost closed and the ECC's involvement has mostly been in the form of instruction, since the consumer contacted the financing company himself

The case is now almost closed and the involvement from ECC has mostly been instruction

Proof that a car is not pawned

It is quite easy for someone in need of money to pawn the title to his/her car. It may be easier than applying for a loan and allows the person to keep using the car. Also, if a consumer leases a car, the dealership retains ownership. So how can a consumer be sure that no third party has a claim on the car he/she is about to purchase?

Only in France ("certificat de non gage") and Malta does the seller have to provide proof that the car is not pawned. In France, the service is available online and takes only a few minutes: **https://siv.interieur.gouv.fr/map-usg-ui/do/accueil_certificat.**

> A French consumer bought a second-hand car from a German trader in March 2015. The consumer received a purchase agreement as well as both parts of the German registration certificate (see below). The car was delivered with German registration plates. When he wanted to register the car with the prefecture, the consumer was informed that the car was pawned in France without any further details. The consumer tried to cancel the sale but to no avail. He contacted ECC France who got in touch with the Strasbourg Prefecture and was informed that the car initially came from France before being sold to someone in Germany and that it had been pawned in Paris in 2013. The consumer finally obtained more information from the Paris Prefecture, and a definitive registration certificate once the bank confirmed to the Paris Prefecture that the car was no longer pawned (a bank loan had been fully repaid by the previous owner which was a French company).

In Austria and Germany, proof is usually given in form of the registration certificate (Zulassungsbescheinigung Teil II/Fahrzeugbrief).

However, ECCs have reported cases in which cars under car leasing contracts have been sold from Germany across borders without the Fahrzeugbrief. In cases where a leasing contract is in force, consumers need to be aware that:

- The seller will only have the Fahrzeugschein, which identifies the registration holder.
- The bank will keep the Zulassungsbescheinigung Teil II/Fahrzeugbrief, on which they will be named as owner of the car, as security. When purchasing a car in Germany or Austria, consumers should make sure they have both parts of the registration certificate. Under German law, purchase is only possible with the Fahrzeugbrief. Registration is usually only possible with both parts of the registration certificate, see also page 105.
- If a consumer decides to terminate a contract for lease of a car from a company, he/she should inform the bank which has financed the leasing.

> A Slovenian consumer bought a damaged car from a German trader. The consumer received a purchase agreement and Part I of the registration certificate together with the car, but it was agreed that Part II of the registration certificate would be sent by post afterwards. Once the car had been repaired, the consumer needed the document to register it. He contacted the trader several times by e-mail and also by telephone. The calls were not answered and he received no reply to the messages he left. The consumer asked ECC Slovenia for help in obtaining the missing document. After ECC Germany contacted the trader, the document was delivered in just a few days.

In other countries, consumers may request confirmation that a car is not pawned in the contract. Otherwise, they will have to check this themselves.

In some countries, such as Denmark, Norway[170] and Romania, it is possible to do so on the Internet.

In Ireland, no requirement exists in consumer legislation, but a consumer purchasing from a professional is entitled to assume that the car is free of any third party claims.

[170] In Norway, the contract normally includes a clause under which the seller confirms that the car is not pawned. The buyer can check whether the car is pawned by entering the registration number for free at the following link: http://w2.brreg.no/motorvogn/.

Technical inspection certificate

A technical inspection certificate is not mandatory in all countries, but may be needed to register a car in another country.

Service book

The seller must provide the service book in Belgium.

No such obligation exists in Austria, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and UK. Nevertheless, it is generally considered good practice to provide the service book and consumers are advised to ask for it.

Traditional service books are often not produced for new cars. Electronic service books now allow consumers to check if a car has been serviced, for example in Germany, Croatia and Slovakia.

Good to know

Since 1 June 2010 and the entry into force of Regulation 461/2010*, a manufacturer cannot require that a buyer uses a specific repair service for repairs or maintenance of a vehicle.

*http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:129:0052:0057:EN:PDF

History of the car

Checking the history of a car may give an indication as to its condition, mileage and real value. It may also uncover any financial claims on it or past road accidents.

In Belgium, the seller has to provide a Car-Pass showing the mileage at every service/control[171]. The Dutch NAP document can be provided by the seller, or the buyer can find it online[172].

In terms of history of the car, dealers in France[173] are obliged to give the consumer information about the history of the car in terms of the date that it was put in service.

No obligation exists in other countries to provide a history of a car in terms of dates and mileage or any other details unless the description of the car or advertising states otherwise. In such cases, failure to provide such details could be considered as breach of contract. In Estonia, the history can be checked using the car's vehicle identification number in the national reseller office. In Romania, the consumer can verify the history of damage and repairs to a car which were covered by insurance on the website of the Financial Surveillance Authority[174].

In Hungary, when registering the car there is an obligation to perform a check of the identity of the vehicle.

However, if the car is purchased in another EU Member State and the buyer has the car's previous registration certificate, this check is not done. When the check has to be performed, the registration authority checks that this has been done and the result of the check. The seller or the buyer is responsible for getting this done (it is not specified by law which party is responsible, generally it is the seller but the parties can agree otherwise). In this case, it is also mandatory to check the history/origin of the vehicle. This is done by the registration authority after the applicant has paid the fee for the procedure.

In Slovakia, consumers also have to perform these checks when registering a car ("Kontrola originality"). Costs for this check are around EUR 60-120.

[171] See page 35.

[172] http://www.rdwcheck.nl/nap-check/

[173] Article 2 ter, Décret n°78-993 du 4 octobre 1978 pris pour l'application de la loi du 1er août sur les fraudes et falsifications en matière de produits ou de services en ce qui concerne les véhicules automobiles.

[174] http://www.asfromania.ro/consumatori/baza-de-date-cedam/interogare-istoric-daunalitate

European Certificate of Conformity

Cars with a European Certificate of Conformity

Directive 2007/46/EC establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles[175] foresees an EU type approval procedure to ensure that a type of vehicle is in line with technical prescriptions and security norms established at EU-level. Under EU rules, "Before a vehicle is allowed to be put on the market, it has to fulfil all the relevant type or individual approval requirements guaranteeing an optimal level of safety and environmental standards."[176] The technical characteristics of a car are then indicated in a document drawn up by the manufacturer called the Certificate of Conformity (COC).

Subsequently, "Every Member State has the obligation to register for the first time any vehicle that received the European type-approval on the basis of the "Certificate of Conformity" issued by the vehicle manufacturer. This registration is the official authorisation for use on public roads and enforces the different introduction dates of different vehicles' requirements."[177]

The COC is valid in all EU countries, Iceland, Liechtenstein and Norway.

When a car has to be re-registered in another Member State, the consumer may be required to present a COC. **He/she should check with the seller whether a COC can be provided.**

[175] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:263:0001:0160:en:PDF
[176] http://epthinktank.eu/2014/10/07/eu-rules-on-vehicle-registration-and-inspections/
[177] http://epthinktank.eu/2014/10/07/eu-rules-on-vehicle-registration-and-inspections/

A COC is required for registering a car in 23 European countries: Austria, Croatia, Cyprus (for used cars), Czech Republic, Estonia, France, Germany[178], Greece (for new cars), Hungary (for new cars), Ireland (for new cars)[179], Italy[180], Latvia (but several exceptions are foreseen, see below), Luxembourg, Malta, Netherlands, Norway, Poland[181], Portugal, Romania (for new cars), Slovakia[182], Slovenia (for new cars), Spain[183] and UK[184].

No such obligation exists in Belgium, Bulgaria, Denmark, Lithuania, Finland and Sweden[185].

Where no COC is provided, the consumer might be able to get help from the authorised representative of the manufacturer.

[178] The COC is required in Germany. If none exists, registration is still possible but the car will have to undergo a technical inspection.

[179] New vehicles presented for registration must have a European Community Whole Vehicle Type-Approval (ECWVTA), a COC, an Individual Vehicle Approval (IVA) or National Small Series Type-Approval (NSSTA).

[180] For second-hand cars, a Technical Data Sheet can suffice.

[181] If it exists.

[182] For new cars from another EU Member State.

[183] If the car has been bought in another EU Member State.

[184] A COC is needed if the vehicle is right-hand drive. It can be obtained from the manufacturer. A COC and a Mutual Recognition is necessary if the vehicle is left-hand drive. An Individual Vehicle Approval (IVA) certificate is necessary if the vehicle has no European approval.

[185] A COC is only mandatory in Sweden if the vehicle hasn't previously been registered in the EU, or if its origin or "original state" is uncertain, for instance if an imported car shows signs of illegal modifications.

Situation in the Member States

Austria	The COC is mandatory. If the seller doesn't provide a COC, the consumer can contact the general importer of the car brand and ask for an equivalent (approval in the general importer's database and an extract of this approval "Auszug aus der Genehmigungsdatenbank"). If no COC is available from the manufacturer, the consumer should contact the governor of the federal state in which the car is registered. Testing centres ("technische Landesprüfstellen") are then responsible for registering the car in the COC database, see http://versa.bmvit.gv.at/index.php?id=301&L=0 and **http://www.wien.gv.at/amtshelfer/verkehr/organisation/fahrzeugaenderung/einzelgenehmigung.html**.
Belgium	It is not mandatory for the seller to provide the COC but it may be requested for registration in the consumer's country of residence, so consumers should always check if the seller can provide it. If not, a duplicate can be requested from the manufacturer for a fee. If no COC is available from the manufacturer, the consumer has to contact the Belgian importer to check if the model of car has undergone a special procedure to get a national equivalent to a COC. If not, the car has to pass a special technical inspection. This can take a few months according to some consumers.
Bulgaria	The COC is not mandatory, but consumers should obtain it as it will make registration of the car easier should the COC be needed in the country of registration. If the COC is not available from the seller, the consumer can pay the manufacturer or a private company to check that the car conforms to EU standards and issue a certificate.
Croatia	The COC is mandatory if available. If no COC is available from the seller, the consumer can contact the manufacturer in his/her country of residence. If the manufacturer cannot provide a COC, the consumer should ask a technical service in his/her home country.
Cyprus	A COC for new cars is mandatory. If no COC is available from the seller, the consumer should contact the manufacturer in Cyprus, even if the car was purchased abroad. If no COC is available for a new car, it is not possible to import it to Cyprus. Used cars must be tested by the Department of Road Transport.
Czech Republic	The seller is not obliged to provide the COC but the consumer may need it to register the car in his/her country of residence. If no COC is available from the seller, the consumer can contact the manufacturer to obtain a duplicate for a fee.

Denmark	A COC is not mandatory. If a car has an "EF-approval", it is possible to register it in Denmark. If it does not have an "EF-approval", the consumer should try to obtain a declaration/certificate that proves that the car conforms to Danish requirements. It should be completed by the car manufacturer, a representative of the car manufacturer (the importer) or an approved testing laboratory.
Estonia	A COC is needed for new cars. If the seller doesn't provide one, the consumer can ask the manufacturer for a duplicate for a fee.
Finland	A COC is not mandatory.
France	Specific car types may not be listed in France (camping cars, imported cars from other continents, etc.[186]). The consumer will then need an "attestation d'identification à un type CE" which also certifies conformity with EU standards. If a consumer wants to buy any of these types of car, ECC France strongly recommends that they check beforehand if registration will be possible. The COC is mandatory if the car was first registered after 1997 and is normally needed for registering the car in the consumer's home country. The consumer should thus check with the seller if a COC can be provided. If not, a duplicate can be requested from the manufacturer for a fee. If the manufacturer cannot provide a COC, the consumer can ask one of the technical services in France or in his/her home country for an "attestation identification à un type CE". Certain manufacturers can charge up to EUR 160 for this document. If the car is older or if the manufacturer is unable to provide a COC duplicate or an "attestation", depending on the prefecture (some do not recognise registration certificate details even if the EU type approval number appears), the consumer will have to contact the "directions régionales de l'environnement, de l'aménagement et du logement" (DREAL)[187], which is the authority responsible for testing imported cars, and file for a specific national approval[188]. The cost of filing this demand is about EUR 90. The DREAL may require further tests[189]. Consumers will then be redirected to UTAC-OTC near Paris (the only French technical service on the European Commission list of approved services).
Germany	The COC is normally needed for registering the car in the consumer's home country, so the consumer should check with the seller if a COC can be provided. If not, a duplicate can be requested from the manufacturer for a fee. The COC is recommended but is no longer mandatory, and a technical inspection is sufficient. The consumer can ask any of the technical services on the European Commission list for this: **http://ec.europa.eu/enterprise/sectors/automotive/approval-authorities-technical-services/technical-services/index_en.htm.**

[186] See also page 125 on cars without a COC
[187] http://www.developpement-durable.gouv.fr/Liste-des-21-DREAL
[188] http://www.developpement-durable.gouv.fr/La-reception-individuelle-ou.html
[189] See page 125 for cars without a COC

Greece	The COC is mandatory for new cars only. If the seller can't provide it, the consumer should contact the manufacturer in his/her country to obtain a duplicate for a fee. If no COC is available for a new car, then it is impossible to import it into Greece. Used cars must be tested by the Department of Road Transport.
Hungary	The COC is not mandatory but recommended for registering the car abroad. If no COC is available and the car is being put into circulation for the first time in Hungary, designated bodies perform a check to verify the identity of the car. Such checks can be carried out at the service centres listed at **http://nyilvantarto.hu/hu/gepjarmu_eredetisegvizsgaloallomasok**.
Ireland	All new passenger cars of EU vehicle category M1 (cars with no more than nine seats and excluding special purpose vehicles) now require European Community Whole Vehicle Type Approval (ECWVTA), a COC or national type approval in order to be registered in Ireland. The National Small Series Type Approval (NSSTA) scheme is administratively less onerous than ECWVTA and where appropriate, alternative technical requirements apply. There are also reduced Conformity of Production requirements. Once NSSTA has been granted, a manufacturer may issue a COC for each vehicle produced of the same type, but the number of vehicles per type that can be manufactured is limited. Ireland has introduced the Individual Vehicle Approval (IVA) scheme for the approval of new vehicles and trailers imported or manufactured in very small numbers or as individual vehicles. Under the approval scheme, each vehicle is physically checked in order to ensure that it meets modern safety and environmental standards. The technical and administrative requirements associated with IVA are less onerous than those of NSSTA or ECWVTA. Once a vehicle passes an IVA inspection, an IVA certificate is issued which allows the vehicle to be registered in Ireland. If an individual imports a new passenger car that does not have type approval, e.g. one from outside the EU, the car must be presented to the National Standards Authority of Ireland (NSAI) for certification before registration can take place. If no COC is available, the NSAI is responsible for issuing NSSTA and IVA. NSAI has a network of test centres which physically examine and issue test reports for some or all of the technical requirements. These test reports are then used by NSAI to grant the vehicle or trailer approvals.

Italy	The COC is mandatory for new cars. For used cars, a technical data sheet (scheda tecnica) issued by an authorised department can be sufficient, but is not accepted by all Italian authorities. If no COC is available, the consumer can contact the manufacturer in his/her home country to obtain a duplicate for a fee. If the manufacturer cannot provide a COC, the consumer should contact the authority which initially registered the car.

An Italian consumer purchased a second-hand car from a German seller. Registration at the Italian motor vehicles office was not possible because there was no stamp from the local authorities in Germany on the technical data sheet issued by the authorised German agency. Although this stamp should not have been essential, the consumer was not allowed to register the car without it. With ECC Germany's help, the Italian consumer was able to find out how to get this stamp in order to finalise the registration in Italy.

Latvia	The COC is not mandatory in Latvia for all vehicle categories but usually necessary for registering the car abroad. If no COC is available from the seller, the consumer can contact the manufacturer in his/her home country to obtain a duplicate for a fee. If the manufacturer cannot provide a COC, the consumer can get further information from the Technical Control and Certification Inspection Service of the Latvian Road Traffic Safety Directorate (CSDD). A COC is not mandatory for: • Registration of a vehicle which was first registered before 1 January 2001; • For a vehicle registered after 1 January 2001 and with a year of manufacture or model year indicated in the foreign registration certificate as 2000 or earlier; • Cars, motorcycles, and motorised tricycles and quadricycles first registered after 1 January 2001, and buses, goods vehicles, trailers and semi-trailers first registered after 29 April 2009, which have passed a type conformity assessment carried out in accordance with EU requirements as shown by a type approval marking on the manufacturer's plate; • Cars, mopeds, motorcycles, motorised tricycles and quadricycles, goods vehicles, trailers and semi-trailers first registered after January 1 2001 in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or UK which have not passed a conformity assessment carried out in accordance with EU requirements; • Cars, mopeds, motorcycles, motorised tricycles and quadricycles, goods vehicles, trailers and semi-trailers first registered after December 31 2011 in Bulgaria, Czech Republic, Estonia, Cyprus, Lithuania, Hungary, Malta, Poland, Romania, Slovenia or Slovakia which have not passed a conformity assessment carried out in accordance with EU requirements.

Lithuania	The COC is not mandatory in Lithuania, but is often necessary for registering the car abroad. If the seller doesn't provide one, the consumer can ask the manufacturer for a duplicate for a fee.
Luxembourg	The COC is mandatory. If the seller cannot provide it, the consumer can contact the manufacturer in his/her home country to obtain a duplicate for a fee. If the manufacturer cannot provide one, the consumer can ask one of the technical services on the European Commission list if they can supply equivalent documentation for the car (**http://ec.europa.eu/enterprise/sectors/automotive/approval-authorities-technical-services/technical-services/index_en.htm).**
Malta	The COC is mandatory. If no COC is available from the seller, the consumer can contact the manufacturer to obtain a duplicate for a fee.
The Netherlands	

Good to know

As of 1 January 2016, cars in the Netherlands are registered on the basis of a digital COC in line with EU requirements. A COC is mandatory.

If the seller cannot provide a COC, the consumer can contact the manufacturer or the importer in his/her country to obtain a duplicate, but he/she will have to pay a fee. If the manufacturer cannot provide the COC, the consumer can ask the RDW – the Dutch road traffic agency.

Norway	The COC is mandatory. When importing new vehicles for which a COC is submitted, consumers can, in most cases, pay the vehicle tax simultaneously with the VAT. If there is no COC and the manufacturer cannot provide a duplicate, the consumer may order one from a private company.
Poland	The COC is mandatory if it exists for the vehicle. If the seller cannot provide a COC, the consumer can contact the manufacturer or the importer in his/her country to obtain a duplicate, but he/she will have to pay a fee. If the manufacturer cannot provide a COC, the consumer should get an expert to examine the car, but this type of service is not free of charge and is very rare.

Portugal	The COC (the original for new cars, a copy for second-hand cars) is mandatory. If no COC is available from the seller and in order to apply for registration, the consumer will have to contact the official brand representative and a designated technical service ("Centro de Inspeção Técnica de Veículos") for cars, details of which can be found at http://www.imtt.pt/sites/IMTT/Portugues/Veiculos/PesquisaCentrosInspeccao/Paginas/PesquisaCentrosInspeccao.aspx.
Romania	The COC is mandatory for new cars which are in the early stages of the Romanian Automotive Register (RAR) approval process to receive a car identity card. It is not needed for used cars. If no COC is available from the seller, the consumer can contact the manufacturer in his/her country of residence. If the manufacturer cannot provide a COC, the consumer can ask a technical service in Romania or in his/her home country.
Slovakia	The COC is mandatory for new cars. If no COC is available from the seller, the consumer can contact the manufacturer in his/her country of residence. Fees may apply. If the manufacturer cannot provide a COC, the consumer can ask a technical service body in Slovakia or in his/her country of residence, see http://ec.europa.eu/enterprise/sectors/automotive/approval-authorities-technical-services/technical-services/index_en.htm.
Slovenia	The COC is mandatory if it exists for the vehicle. If the consumer does not have one and it is not available from the seller, the consumer can contact the manufacturer in his/her country of residence. Fees may apply. If the manufacturer cannot provide a COC, the consumer can ask a technical service organisation in Slovenia or in his/her country of residence, see http://ec.europa.eu/enterprise/sectors/automotive/approval-authorities-technical-services/technical-services/index_en.htm.
Spain	The seller is not legally obliged to provide a COC. If no COC is available from the seller, the consumer can contact the manufacturer in his/her country of residence. Fees may apply. If the manufacturer cannot provide a COC, the consumer can ask a technical service in Spain or in his/her home country. An equivalent can also be obtained from IDIADA (Instituto De Investigación Aplicada Del Automóvil) L'Albornar, 43710 Santa Oliva (Tarragona), Spain.
Sweden	The seller is not legally obliged to provide a COC. A COC is only mandatory if the vehicle hasn't previously been registered in the EU, or if its origin or "original state" is uncertain, for instance when an imported car shows signs of illegal modifications. If no COC is available from the seller, the consumer can contact the manufacturer in his/her country of residence. If the manufacturer cannot provide a COC, the consumer can ask a technical service in Sweden or in his/her home country.
United Kingdom	The seller is not legally obliged to provide a COC. A COC is mandatory if the vehicle is right-hand drive. If the vehicle is left-hand drive, the COC needs to be accompanied by a Certificate of Mutual Recognition. If no COC is available from the seller, the consumer can contact the manufacturer in his/her country of residence. If the manufacturer cannot provide a COC, the consumer can ask a technical service in the UK or in his/her home country.

Cars without a Certificate of Conformity

Article 26.1 of Directive 2007/46/EC foresees that Member States register cars only when a COC is available:

> *"Without prejudice to the provisions of Articles 29 and 30, Member States shall register, and permit the sale or entry into service of, vehicles only if they are accompanied by a valid certificate of conformity issued in accordance with Article 18".*

If a car has no COC, a special national procedure needs to be undertaken in the registration country (individual reception). The Member States have provided the European Commission with details of the technical services authorised to carry out these inspections[190]. Depending on the country, this procedure can be quite long and costly and consumers encounter many difficulties. Based on ECCs' experience, simplification of these procedures seems necessary.

A national approval procedure can be launched by the manufacturer or their representative, or by the consumer[191].

The procedure often requires consumers to have tests performed at their own expense to establish compliance of the vehicle and its equipment with European standards. If the car has been modified, registration often becomes difficult or even impossible.

However, an individual approval procedure carried out in the country of sale, might not be recognised in a consumer's home country. Article 24 of Directive 2007/46/EC states that, "With regard to a vehicle which has been granted an individual approval by a Member State in accordance with the provisions of this Article, another Member State shall permit that vehicle to be sold, registered or to enter into service unless it has reasonable grounds to believe that the technical provisions against which the vehicle was approved are not equivalent to its own".

It needs to be mentioned that case law from the European Court of Justice has established that in cases of transfer of registration, a Member State cannot request a COC in order to re-register a vehicle[192]. However, presenting a COC may often facilitate the registration process.

[190] http://ec.europa.eu/DocsRoom/documents?tags=technical-service-auto&pageSize=30&sortCol=title&sortOrder=asc

[191] See alsopage 126.

[192] http://curia.europa.eu/juris/document/document.jsf;jsessionid=9ea7d2dc30dd247b4265f0b04f83a02ce4d8e8ce2cc2.e34KaxiLc3qMb40Rch0SaxuPbhv0?text=&docid=126425&pageIndex=0&doclang=EN&mode=lst&dir=&occ=first&part=1&cid=430940)

National type approval procedures

In order to collect more information on approval procedures in Europe, 17 ECCs[193] sent a **questionnaire to the national approval authority identified by the Member States and listed by the European Commission**[194] as the central authority for technical services.

The questionnaire was **focused on cars without a COC** as, from the ECCs experience, this is the only situation in which a consumer might need to get specific approval of his/her car.

13 national approval authorities answered the ECC-Net's request[195]. However, two of them[196] informed the ECC-Net that the central authority was not the right institution to contact as it does not directly perform checks[197].

The questionnaire concerned vehicle categories M1[198] and M2[199], as well as vehicles with or without an EC type approval number as these relate only to a specific country (E1= Germany, E2= France, etc.) and are not necessarily recognised in other Member States, see appendix of **http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32007L0046&from=EN.**

Only the approval authority in Cyprus is limited to M1 and M2 vehicles. The other respondents also deal with other categories mentioned in Directive 2007/46/EC.

The national authorities intervene only if a COC is unavailable, if information is missing in the COC or if discrepancies are found (for example the COC validity date has expired, false information has been provided, the vehicle has been modified compared to the type approved in the COC, the car is right-hand drive instead of left-hand drive, etc.).

Most authorities would accept the findings of tests performed by another EU Member State. Based on the answers provided, only in Italy and the UK[200] do foreign tests seem not to be recognised by the authorities.

The Danish Transport Authority[201] answered that the Directive only covers new cars and COC's can only be issued for new cars. For second-hand cars therefore, they must accept checks conducted in other Member States and they might only be able to check compliance with specific national rules (e.g. in Denmark, indicators

[193] Austria, Croatia, Cyprus, Czech Republic, Denmark, France, Germany, Greece, Hungary, Italy, Luxemburg, Malta, Norway, Portugal, Slovenia, Sweden and United Kingdom.

[194] http://ec.europa.eu/DocsRoom/documents/10942

[195] Denmark, Germany, Greece, Croatia, Italy, Cyprus, Luxembourg, Hungary, Austria, Portugal, Slovenia, Sweden and United Kingdom.

[196] Denmark and Germany

[197] The German Federal Motor Transport Authority Kraftfahrt-Bundesamt"(http://www.kba.de/DE/Home/home_node.html) replied that they are unable to respond to this questionnaire since the tests are performed directly by the technical services (81 services in total for Germany).

[198] Vehicles designed and constructed for the carriage of passengers and comprising no more than eight seats in addition to the driver's seat.

[199] Vehicles designed and constructed for the carriage of passengers, comprising more than eight seats in addition to the driver's seat and having a maximum mass not exceeding 5 tonnes.

[200] Only the tests carried out by the Vehicle Certification Agency's (VCA) approved technical services are accepted as proof of compliance of components or systems for the UK Individual Vehicle Approval (IVA) examination.

[201] http://www.trafikstyrelsen.dk/EN.aspx

must be placed on the side of the car). The checks are carried out at private vehicle inspection facilities. The role of the Danish Transport Authority is to supervise these facilities.

When it comes to cooperation with other EU approval authorities to obtain test results for cars from other Member States, the situation becomes much more complicated.

In Greece, Croatia, Cyprus and Sweden, the authorities do not cooperate with their counterparts, which means the owner of the car will have to organise tests or try to obtain the results directly from the manufacturer or another approval authority. In the UK, the authority indicated that cooperation is on a case-by-case basis.

Usually, the authorities do not automatically request results for every car brought in another Member State. However, in Luxembourg, the authorities generally request results for the first vehicle of a certain type and then reuse these results if other vehicles of the same type are imported. The other respondents request them only on a case-by-case basis.

Roadworthiness tests performed in other Member States are recognised in Luxembourg, Hungary, Austria, Slovenia and Sweden provided that they are still valid. Greece, Croatia, Italy, Cyprus and UK do not recognise them. In the UK, a roadworthiness test (MOT) does not have any bearing on type approval requirements so would not be considered when looking at this aspect (however, an M1 vehicle over 3 years old would require a UK MOT before being registered as proof of roadworthiness; an M2/3 vehicle would need one after 1 year).

Tests performed for categories M1 and M2 differ. The differences are established by EU rules on approval requirements in Directive 2007/46/EC.

Almost all tests listed in Annex 4 of Directive 2007/46/EC are performed unless findings are already available or a European type approval exists. Authorities in Croatia and Cyprus do not automatically request that all of the tests be performed. Unfortunately, respondents didn't indicate which tests they undertake most often out of the 58 possible control points, *except in the case of Croatia where the tests performed most frequently are e*missions, braking, noise, seat belts, lighting and light signalling devices, wheels and tyres.

ECCs also enquired about the costs of such tests.

- In Hungary, the minimum costs are HUF 8 000 HUF (EUR 26) for the approval process and HUF 22 800 (EUR 73) for the permit of entry into service.
- In Croatia, the conformity check procedure is standardised whether the car has a COC or not (EUR 90).
- In Luxembourg, costs range from EUR 50 to EUR 470 (for cars with a COC but needing an individual approval procedure). For cars without a COC, costs range from EUR 85 to EUR 505.
- In the UK, individual vehicle approval inspection fees[202] depend on the type of car, tests required, etc.. Average costs range from GBP 100 for vehicles with mutual recognition or EC-approved vehicles without a COC to GBP 250 for M2 category vehicles.
- In Portugal, vehicle type approval certification costs EUR 160.
- In Austria, costs vary from EUR 180 (for cars with a COC and for a simple consultation of the database) to EUR 280 (for cars without a COC). These costs do not necessarily include more specific tests or administrative procedures.
- In Italy, prices vary depending on whether a COC is available or not. The price list is available at the Ministry of Transport website[203].
- In Slovenia, the technical services have price lists.
- In Sweden, the prices are set by the technical services (no price list is available).

The main concern of consumers in this situation is usually the price of the tests. Unfortunately, prices are often not publicly available and those that are published do not generally take account of the whole process.

In practice, when a COC is unavailable, the registration service in the consumer's country may request supplementary tests for one or several of the 58 technical requirements.

The second concern is usually finding out when the consumer can start using the car. Obviously, the consumer needs to make an appointment, but once on site, how long does such a test take on average?

- Croatia: approx. 40 minutes.
- Luxembourg: +/- 45 minutes with an appointment, 1 to 3 hours without.
- UK: an IVA test takes approximately 2 hours.
- Austria: generally 1 to 4 weeks.
- Greece: approximately 2 months. However, for import approvals, the competent service tries to complete the task within a few days.
- Slovenia: case-by-case.
- How long does it take for the consumer to receive an approval document so that the vehicle can be registered?
- Croatia, Luxembourg, Austria, Sweden and UK: immediately after the appointment if everything is fine and the file is complete.

[202] https://www.gov.uk/government/publications/individual-vehicle-approval-inspection-fees/individual-vehicle-approval-iva-inspection-fees-from-1-october-2014#iva-passenger-vehicles

[203] https://www.ilportaledellautomobilista.it/tariffario/app?service=page&page=Home

- Slovenia: it depends on whether all of the required documents are provided.
- Hungary: no approval document is issued after the test. After the approval process or technical check, a technical data sheet is issued. The consumer has to take this to the National Tax and Customs Administration to pay the registration tax. The last step is to go to an administrative office to register the vehicle.
- Italy: 3 months.

A Belgian consumer bought a second-hand car from a Belgian car dealer. The car had been imported from France and equipped with a trailer. The consumer received a duplicate of the COC issued in France. As the consumer lived part of the time in Spain, he had to register his car there. To be registered in Spain, the car had to pass the technical inspection, but the Spanish authority refused registration because the trailer's approval number did not match with that on the COC. After the ECC contacted the French manufacturer, it became clear that the trailer was not the original, but had been installed afterwards by the car dealer. The consumer was advised to contact the car dealership to ask them to cover the replacement costs.

A French consumer purchased a second-hand car in the Netherlands. This car had initially run on regular fuel but had been modified to run on LPG in the Netherlands. The consumer tried to register the car in France but without success even though he had a COC. As the LPG system had been installed after the date on which the COC was issued, the French administration required documentation related to the LPG installation. The consumer contacted the seller, the company that provided the COC and an official representative of the manufacturer in the Netherlands but none of them could help. He then contacted the ECC-Net for assistance in obtaining the right documents to register the car in France.

The Dutch ECC contacted the trader who installed the LPG system in the car. They were willing to fill in the technical documents for the consumer, but the consumer would have to go to the Netherlands and pay EUR 300. When the ECC asked for test results, they were redirected to the manufacturer of the LPG system who gave them the contact details of the importer and distributor of the systems in France.

The consumer was asked to pay another EUR 400 for certification of the LPG system so that the car could be registered in France. He does not want to pay anything further and will submit a complaint to the French administration and to the European Commission. The case is still pending.

The national approval procedure to be followed by French consumers

As stated in the section on COCs, in France, in the absence of a COC, consumers must contact DREAL to request national approval[204], the cost of which is about EUR 90.

DREAL may then require further tests[205] for which consumers will be sent to UTAC[206]-OTC[207]. The entire procedure can last up to 6 months.

> In France, a ministerial decision of 16 March 2011 requires that cars without a COC comply with certain standards in at least five areas (braking system, driver rear vision, devices for indirect vision, noise emission and electromagnetic compatibility).
>
> The decision states that, if documents are missing, DREAL can request the results of any tests performed from their counterparts in other Member States. The consumer should be informed about this request. If the test results are not available or the French authorities consider them insufficient, supplementary tests have to be performed by UTAC-OTC.

The tests can be particularly expensive (over EUR 1 500 in the case of some consumers who submitted complaints to ECC France. To this should be added the costs of transport to the inspection centre, accommodation and any modifications to the vehicle. For second-hand vehicles, the total costs are often disproportionate to the value of the car. These tests are required even if safety and environmental inspections have already been carried out in other Member States and the results are available to the French authorities.

In some cases, consumers complained that the modifications were disproportionate with safety requirements and that the authorities did not prove that the vehicle was a safety risk. Most of the cases were related to vehicles purchased just over the border in Germany or Belgium, a few kilometres from where buyers lived. Consumers generally do not agree with the safety requirements as people from other Member States could drive the same cars in France without any restrictions as long as they had valid insurance and documentation.

[204] http://www.developpement-durable.gouv.fr/La-reception-individuelle-ou.html
[205] See page 125 for cars without a COC.
[206] Union technique de l'automobile, du motocycle et du cycle
[207] http://ec.europa.eu/enterprise/sectors/automotive/approval-authorities-technical-services/technical-services/index_en.htm

During purchase

A French consumer found an interesting advert for a high-value car. After corresponding with the trader, he paid a deposit of EUR 500 by bank transfer. The trader then provided a copy of the Lithuanian registration certificate and informed the consumer that the car originally came from the USA. The consumer tried to obtain a COC from the manufacturer's representative in France but it was not available for that kind of car. Without a COC, the car would need to undergo a national approval procedure. So the consumer asked for cancellation of the sale and refund of the deposit based on the cooling off right and the fact that essential information had been held back. Unfortunately, no solution could be found with the seller.

A French consumer purchased a second-hand car from a German dealer but only received a copy of the purchase contract. The French authorities requested an original contract, otherwise the consumer would be unable to register the car in France. ECC Germany contacted the dealership, the consumer received the original contract by post and was finally able to register the car.

A French consumer purchased a second-hand minivan from a German seller who did not provide a COC, only a partial attestation of identification from the manufacturer.

This modified vehicle was put onto the road in 2005 and registered in Germany without any difficulties based on an individual approval with a validity limited to Germany. The consumer got in touch with the French authorities (DREAL) who requested much more information because the inside of the van had been changed and subsequently refused registration as only the original parts of the vehicle complied with the standards required for approval in France. DREAL requested a conformity assessment of the part of the vehicle transformed in Germany and supporting documents. They argued that a German technical inspection centre had not checked the conformity assessment and the absence of details of the technical assessment meant that the vehicle could not be approved. DREAL contacted the competent authority in Germany, but they could not provide any further information. They also tried to contact the company which made the modifications in order to obtain further documents, but were unsuccessful. Even ECC Germany was unable to obtain further information from the company. A lorry roadworthiness test was carried out in France and did not reveal any defects, but DREAL continued to insist that the company which made the transformations provide details of the tests. The consumer contacted the competent out of court settlement of disputes body for claims against administration, which is also a member of the SOLVIT network. The out of court body ruled that DREAL had acted in line with French law. The only option now for the consumer is to hire a lawyer.

According to a partial conformity attestation from the French representative of the manufacturer, the only differences between the vehicle and a model which is well known in France concern the camber angle and the steering. The attestation from the German technical inspection makes it clear that tests were carried out regarding every single safety aspect required by DREAL, but DREAL continues to insist on obtaining the technical test reports (approval certificate and its annexes). However, based on the European Commission interpretative communication on procedures for the registration of motor vehicles originating in another Member State (2007/C68/04), if the vehicle was already registered in Germany in accordance with German technical requirements, registration may only be refused if it poses a real safety risk.

Driving the car home

Usually, when the car is delivered to the consumer, the registration plates have already been taken off or invalidated.

If the consumer wishes to drive the car home, he/she will need plates on the car. Temporary plates, such as transit plates or export plates, are an option.

Temporary plates

Transit plates are temporary number plates that enable the consumer to drive the car to the country in which it is to be registered in order to get national licence plates. However, they are not available in all countries

If the consumer opts for transit plates, they should be obtained in the country where the car has been purchased. Often, sellers may be able to help or give advice on how to do this.

After purchase

But where can transit plates be obtained? What documentation needs to be provided? How much do they cost? How long does the application procedure take? For how long are they valid? Are they only valid in the country of purchase or can the consumer cross borders with them?[208]

National provisions for transit plates are detailed below. Whether they are accepted for crossing borders or driving through third countries on the way home depends on national rules.

According to Commission Communication SEC/2007/0169 final, Member States should recognise temporary registration certificates issued by other Member States for the identification of vehicles in international traffic provided that the driver carries Part I of the registration certificate pursuant to Article 5(1) of Directive 1999/37/EC on the registration documents for vehicles[209], if the temporary registration certificate does not differ, or only slightly differs from the model set out in the Directive.

If the transit plates/registration certificate are valid and issued by an EU administration, it should be recognised by any other EU country (article 4.2 of Interpretative communication on procedures for the registration of motor vehicles originating in another Member State: **http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52007SC0169**)

If the transit plates are only accepted in the country of purchase, the consumer will have to order them prior to purchase to change plates at the border.

Is it then possible to obtain plates in advance to make the journey back easier?

Example

For cars purchased in Germany, in most cases, the car dealer will have already de-registered the car ("Abmeldung") with the German registration authorities and the licence plates will have been removed. However, in some cases, German plates will still be on the vehicle, even though de-registration has already taken place. To make sure if the vehicle is still registered in Germany, the consumer should check if the official registration badge of the German authorities is still visible on the licence plates.

If the vehicle is no longer registered, the consumer will only need export plates "Ausfuhrkennzeichen":

[208] This section arises from a report published by ECC Belgium: http://www.eccbelgium.be/transit-plates-in-the-european-union-s79381.htm

[209] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31999L0037:EN:NOT

After purchase

- The consumer can use export plates, which normally have a validity of between 9 days and 3 months, for the entire journey to the place of registration. Usually, they are valid for less than 3 months as, after that, the consumer is subject to German vehicle tax. These plates are coloured red on the right hand side

and cost about EUR 80, not including insurance. They can be obtained from any registration service in Germany, not necessarily from where the seller is located. However, many sellers organise this for a fee.
- If the consumer is not a German resident he/she will need proof of his/her place of residence in his/her home country. The consumer will also need the car registration documents, the old plates, a valid roadworthiness certificate, temporary insurance and an identity card or passport.
- Short-term transit plates ("Kurzzeitkennzeichen") cannot legally be used to export a car. They are only given to German residents and are only meant for transit within Germany. Even if a consumer manages to obtain these plates, they might not be accepted in another country.
- The seller might advise the consumer to use long-term registration plates for businesses ("Dauerkennzeichen"). They are red and, in principle, only valid for businesses in Germany. The consumer should also check that the car is validly insured. If the seller allows the consumer to use these plates, the consumer can drive to the border with them but will have to change them there and de-register the car at the German registration service office closest to the border. The consumer will have to present the plates and the registration certificate in two parts and then put on the foreign temporary plates.

> A Dutch consumer purchased a car from a German trader and also paid the trader EUR 230 to arrange temporary licence plates so that he could drive to the Netherlands. In the Netherlands, the consumer was stopped by the police and received a fine of EUR 770 as the licence plates were not allowed to be used abroad. The consumer holds the trader responsible for him having received the fine and wonders what to do. The Dutch ECC advised the consumer to complain to the trader. If no satisfactory reply is received, the consumer can submit his complaint to the ECC.

Situation in the Member States

Austria

The Austrian Automobile Clubs recommend that consumers living in other EU Member States and buying cars from traders based in Austria apply for green Austrian transit plates ("Uberstellungskennzeichen"). Usually, the trader organises this for the consumer. Otherwise, transit plates can be applied for at the nearest registration office ("Zulassungsstelle"), which can be found throughout the country.

Documents to be presented: identity card, contract of sale, COC, proof of short-term insurance.

Average costs: EUR 184.30 (insurance company handling fee: EUR 47.30

transit fee: EUR 83.60

transit plates: EUR 17.40, deposit for the transit plates: EUR 36 refundable after return of the transit plates within one year).

Timeframe: issued immediately.

Validity: 3-21 days

Austrian transit plates allow consumers to cross borders to travel to their country of residence.

Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.

Before final registration, a consumer can drive in Austria with temporary plates. Transit plates from other EU Member States are valid in Austria for 4 weeks (with prolongation possible for a further 4 weeks). Consumers can also travel through Austria with transit plates from other EU Member States.

In theory, an Austrian consumer buying a car in another EU Member State can request Austrian transit plates before collecting the car in the trader's country. This is not recommended as German and Italian rules, for example, do not allow cars to be transported from Germany/Italy to Austria with Austrian transit plates. In order to avoid problems, the recommendation is to apply for transit plates from the country where the car is purchased.

Belgium

Transit plates should enable consumers to drive the car home. They can be ordered from the Direction pour l'Immatriculation des Vehicules/Directie Inschrijvingen van Voertuigen – DIV

City Atrium, rue du Progres/Vooruitgangstraat 60, 1210 Bruxelles/Brussel

Tel.: +32 2 277 30 50, e-mail: help.div@mobilit.fgov.be

Approx. price: EUR 30

Timeframe: issued immediately

Validity: 2 weeks-3 months (up to 6 months for Belgian citizens residing in other EU Member States)

	Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. It is not possible for Belgian residents to obtain Belgian transit plates. Consumers can drive in Belgium before final registration and travel through Belgium with temporary plates from other EU Member States. National transit plates can be ordered in advance for new cars but not for second-hand cars as they require a technical inspection before getting plates.
Bulgaria	Consumers can apply for transit plates from the **Regional** Office of Traffic Police Directorate (in collaboration with the **Ministry of the Interior**) Tel.: +359 2 9824901 (Sofia Regional office), for contact details of other regional offices, visit **www.mvr.bg/contactus.htm**; Tel.: +359 2 9825000 (Ministry of the Interior) Approximate price: BGN 30 (about EUR 15) Timeframe: issued immediately Validity: 30 days Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Consumers can travel through Bulgaria with transit plates from other EU Member States.
Croatia	Consumers should apply for temporary plates to drive the car home. Competent authority: **Ministry of the Interior** Ulica grada Vukovara 33, 10 000 Zagreb, Tel.: +385 1 6122 111, e-mail: **pitanja@mup.hr, policija@mup.hr** Price: HRK 188 (+/- EUR 25) + HRK 1 000 (+/- EUR 130) deposit, refundable after return of the plates Timeframe: issued immediately Validity: 30 days maximum Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.
Cyprus	Transit plates are not available in Cyprus. Consumers may be able to apply for transit plates from their home country and should check with the relevant national authority.

Czech Republic	Consumers should contact the transport inspectorate at the local district or municipal office for information. Price: CZK 800 (+/-EUR 32) Timeframe: issued immediately Validity: 3 months maximum Consumers may be able to apply for transit plates from their home country and should check with the relevant national authority. Consumers can travel through the Czech Republic with transit plates from other EU Member States.
Denmark	Consumers cannot order transit plates in advance but will have to rent them at the border upon arrival. Competent authority: The Danish Customs and Tax Administration – SKAT Tel.: +45 72 22 18 18 Price: +/- EUR 14/day Validity: 7 days maximum Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Consumers should be able to travel through Denmark with transit plates from other EU Member States.
Estonia	For information, consumers should contact the Estonian Road Administration – **Maanteeamet** Parnu mnt 463a, EE-10916, Tallinn, e-mail: **info@mnt.ee** Price: EUR 60 Timeframe: issued immediately Validity: 30 days Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Transit plates of other Member States are recognised, consumers can use the transit plates until they register the car (within30 days) and get a national registration number and plate.

Finland	For information, consumers should contact the competent authority, **Trafi** e-mail: **kirjaamo@trafi.fi** Timeframe: issued within 6/7 days Validity: • 1 year if the vehicle has not been registered previously; • 1-30 days, depending on the destination country, if the vehicle has been registered previously. Consumers will normally have to stop at Finnish Customs upon entering the country. Further information is available **here**. It is also possible to use Finnish export plates (for further information on export registration, consumers should contact the relevant authorities of the country of registration). If an export-registered vehicle is registered abroad, the insurance company must be notified so that the vehicle insurance can be cancelled. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.
France	Temporary plates, distinguished by the letters 'WW' , are available for exporting new cars from France to other EU Member States (the clause "valid only in France" which used to appear on provisional registration certificates has been deleted)[210]. It is possible to obtain 'WW' transit plates in advance if the consumer provides the necessary documentation. Consumers can apply for them at any departmental administration headquarters (prefecture). In Paris, the police headquarters ("Prefecture de police") is responsible for this. Consumers need to present the invoice/contract of sale, registration certificate, an identity card or passport, proof of address and the COC. For used cars consumers may use the original plates even after the seller has deregistered the car with the prefecture. However, some countries may not accept the registration papers if the details have been crossed out when the car is deregistered, as is usually done in France. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Export plates are not available in France. Normally, valid transit plates from other EU Member States should be recognised provided that the driver carries Part I of the registration certificate (article 4.2 of Commission Communication 2007/C 68/04 on procedures for the registration of motor vehicles originating in another Member State). However, consumers should check whether the plates are recognised outside their country of origin in advance with the French customs/police or the local authorities in their home country.

[210] See page 13

Germany	Red export plates ("Ausfuhrkennzeichen") can be obtained at the local registration offices (Kfz-Zulassungsstellen).Non German residents must name a representative who lives in the municipality in which they apply for the export plates. This representative must be present when applying. It might be easier to let the seller handle this. Consumers should be aware that yellow short-term plates ("Kurzeitkennzeichen") are not meant for use on exported cars and might not be accepted in other countries. Approx. price: EUR 30-35 for registration + EUR 10-15 for plates, depending on the length of the plates' validity Timeframe: issued immediately Validity: 14 days-1 year Export plates can be used outside Germany. Short time transit plates are primarily for use in Germany. Other countries might not accept them. To import a car from another country, foreign export plates are needed. Transit plates are accepted as long as they are official plates from an EU Member State which are not limited for use on the territory of that State and the consumer has insurance.
Greece	Transit plates are available in Greece and consumers may use them to cross borders and reach their country of residence. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Before final registration, the consumer can drive in Greece with temporary plates if he/she can provide an insurance certificate.
Hungary	Hungarian plates starting with a 'Z' allow consumers to cross borders and to drive to their country of residence. Competent authority: Central Office for Administrative and Electronic Public Services 1133 Budapest XIII. kerület, Visegrádi utca 110-112 for opening hours, see: http://kekkh.gov.hu/hu/szemelyes_ugyfelszolgalatok Price: HUF 5 500 (+/- EUR 18 for 1 plate) HUF 13 000 (+/- EUR 43 for 2 plates) Timeframe: issued immediately Validity: 30 days Good to know: The fee for deregistration of the car is HUF 2 300 (+/- EUR 7). Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Under Hungarian rules, temporary plates issued in an EEA country are accepted and considered as domestic plates for 30 days out of every 6 months.

Ireland	Consumers cannot cross borders with Irish transit plates. They are only valid within Ireland and become invalid when the vehicle leaves Ireland. Competent authority: **The Automobile Association of Ireland** Unit 6 Carriglea Industrial Estate, Naas Road, Dublin 12 Price: EUR 10 Timeframe: 10 days maximum Validity: 1 month maximum Consumers may be able to apply for transit plates from their home country and should check with the relevant national authority. It is not possible to order national transit plates in advance. Once the vehicle is brought to Ireland it has to be formally registered so the transit plate system is not applicable. The process of formally registering the vehicle can only begin once the vehicle is in Ireland.
Italy	With Italian transit plates and an export clearance document ("foglio di via per esportazione") showing the route the consumer will take, he/she can cross borders and travel to his/her home country. Competent authority: **Direzione Generale per la Motorizzazione** via Caraci 36, I-00157 Roma (RM) Tel.: +39 06 4158 6236-6296-6297 Fax: +39 06 4158.6203 e-mail: **dgmot.segr@mit.gov.it** The transit plates must be requested at the Department of Motor Vehicles ("Ufficio Motorizzazione Civile") according to article 99 of the highway code ("Codice della Strada"). Documents to be presented: (new cars) completed application form, payment receipts, declaration of conformity, authorisation for export, copy of the dealership legal representative's identity card, request for temporary plates, copy of passport or identity card of the owner; (used cars) completed application form, payment receipts, certificate of ownership, authorisation for export, request for temporary plates, copy of the owner's passport or identity card, copy of the registration certificate. Timeframe: issued promptly (exact timeframe varies between offices). Price: EUR 23.62 (EUR 28.12 if it has to be fast tracked). Validity: 60 days maximum, depending on the destination country Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. However, transit plates issued by the country of destination might not be accepted by the Italian Police in the event of roadside checks. Good to know: As of July 2014, for all cars intended for export and registration in another country, evidence of registration abroad is normally required before deletion from the Italian register can take place. Evidence of the presence of the car in the destination country, such as a transport document or transit plates, may be accepted. More

information can be found at http://www.aci.it/i-servizi/guide-utili/guida-pratiche-auto/esportazione.html and **http://www.dgtnordovest.it/joomla/index.php?option=com_content&view=article&id=430:rilascio-foglio-di-via-e-targa-provvisoria-ai-sensi-dellart-99-cds-&catid=29:veicoli&Itemid=37.**

Latvia

For information, consumers should contact the

Road Traffic Safety Directorate (**CSDD)**

Miera Street 25, Riga, LV-1001,

Tel.: +371 670 25777, e-mail: **office@csdd.gov.lv**

Prices: Cars EUR 35.91 + EUR 5-10 for additional charges; mopeds, motorcycles and trailers EUR 22.81 + EUR 5-10 for additional charges

Timeframe: You can obtain transit plates within 1 hour in Riga.

It can take up to 30 days elsewhere.

Validity: 5 days in Latvia and 30 days abroad (a 5-day extension is possible).

Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.

Consumers can drive cars with foreign transit plates to the registration department and after registration, the regular registration plates will be issued. Consumers can also travel through Latvia with transit plates from other EU countries.

Lithuania

For information, consumers should contact

State Enterprise **REGITRA**

Liepkalnio Street 97, LT-02121 Vilnius

Price: +/- EUR 15

Timeframe: issued immediately

Validity: 30 days

Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.

Consumers can drive in Lithuania with valid temporary plates from other Member States until final registration.

Luxembourg

Consumers can order Luxembourg transit plates in advance. Whether or not they can cross borders with them depends on the regulations of the countries through which they travel.

Competent authority: **Société Nationale de la Circulation Automobile (SNCA)**

Price: EUR 173.20 (including a EUR 100 deposit,

refundable after return of the plates).

Documents/information to be presented:

identity card, car brand, vehicle identification number, details of departure and destination.

Timeframe: issued immediately

Validity: 3 months (the month in which the consumer receives the plates and the

	following 2 months) Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Consumers are usually allowed to travel through Luxembourg using transit plates of other Member States if a bilateral agreement exists.
Malta	Transit plates are not available in Malta. The seller's plates may be used provided all relevant documents and proof of purchase can be submitted. Consumers may be able to apply for transit plates from their home country and should check with the relevant national authority.
Netherlands	If a car bought in the Netherlands does not have Dutch number plates, consumers need to ask for transit plates. These can be used in all EU Member States and their validity expires after 14 days. If the car has Dutch number plates, the destination country decides if transit plates may be used or if the plates need to be changed. Consumers should check with the authorities of their country of residence and those of the countries through which they might travel. Competent authority: **Rijksdienst voor Wegverkeer** (RDW) Tel.: +31 598 39 33 30 Price: EUR 10.77 Timeframe: issued immediately Validity: 14 days The consumer can order 1-day number plates in advance at the RDW website. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Transit plates from other EU Member States may not be accepted. A driver needs Dutch transit plates if he/she has to drive through the Netherlands in order to get home. These plates are valid for 14 days. The following documentation should be provided to obtain transit plates: • An identity card; • A vehicle registration certificate from the country of origin; • A report stating the date of the previous vehicle inspection. If the inspection certificate is no longer valid, the car must be inspected in the Netherlands.

Norway	Along with Norway, Norwegian transit plates may only be used in Denmark, Finland, Iceland and Sweden. Competent authority: **TOLL Customs** Schweigaards gate 15, 0191 Oslo Price: NOK 250 (+/-EUR 30)/day Timeframe for delivery: 1 day Validity: 3 weeks Documents and information to be presented: Social security number or organisation number for businesses, distinctive mark (if the vehicle has been registered in Norway) or the chassis number if there is no distinctive mark, purpose, driving distance, duration Good to know: Usually the car dealer will register the car, enquire with the bank about any related loans that need to go through, ask about insurance and make sure that the consumer insures the car in order to order the licence plates. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Transit plates of EU Member States are recognised under specific conditions.
Poland	Transit plates are not available in Poland. Consumers may be able to apply for transit plates from their home country and should check with the relevant national authority.
Portugal	For information, consumers should contact the tax and customs authority – Autoridade Tributária (Serviços Aduaneiros): **https://aduaneiro.portaldasfinancas.gov.pt/jsp/main.jsp?body=/iec/menuAduaneiros.jsp.** Temporary plates are needed for new cars (a car cannot leave the seller's premises without them). Average Price: EUR 20 for the plates (approximate purchase price of plates in a store) + EUR 3 Timeframe: 3-6 days Validity: 90 days For second-hand cars, the new owner will have to reactivate the registration before driving the car home by following the necessary procedure with the Instituto da Mobilidade e dos Transportes (IMT, I.P.), the competent authority for car registration (**http://www.imt-ip.pt/sites/IMTT/Portugues/Veiculos/Matriculas/VeiculosUsados/Ligeiros/Paginas/MatriculaparaLigeirosUsados.aspx).** Average Price: • EUR 45 for a car with a COC or national approval number; • EUR 160 + EUR 45 for a new car without a COC or national approval number; • EUR 165 for a used car without a COC or national approval number. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Consumers can travel through Portugal with transit plates from other EU Member States

Romania	Consumers should be able to cross borders with Romanian transit plates, but are advised to check with the authorities of the countries in which they plan to drive. Competent authority: The driving licence and vehicle registration services in the county headquarters (prefecture) located in each county seat (**Direcjto Regim Permise de Conducere si Inmatriculare a Vehiculelor**). Temporary registration certificates for export vehicles and transit plates can be obtained from the competent authority upon presentation of the following documents: • Completed request form; • Completed car registration file; • Vehicle identity card (original and copy); • Proof of ownership, i.e. contract (original and copy); • Personal identity card; • Proof of valid insurance (original and copy); • Registration documents and number plates; • Proof of payment of registration tax – RON 60 (approx. EUR 13.50), payable to the local tax authorities; • Proof of payment for the registration certificate – RON 37 (approx. EUR 8.40), payable at branches of CEC Bank; • Proof of payment for transit plates – RON 40 (approx. EUR 9), payable at the counter. Issuing of the plates is usually authorised the same day and the plates have a validity of 30 days. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. In principle, Romania accepts transit plates issued in other EU Member States for vehicles destined for export. However, consumers should contact the local authorities to check whether their plates are accepted for driving in Romania. Under Romanian legislation, driving a car in Romania with plates that have been withdrawn or driving a car registered in another country which is not allowed to be driven in Romania is a crime punishable by a prison sentence of between 6 months and 2 years. However, if the consumer wishes to travel through Romania to his/her residence country, a temporary registration for import is needed.
Slovakia	Competent authority: **Okresný Dop ra vný Inšp ektorát** (District Traffic Inspectorate) Price: EUR 33 per plate Timeframe: issued immediately Validity: limited to the time needed for export, cannot exceed 1 year. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Consumers can travel through Slovakia with transit plates from other EU Member States.

Slovenia	Consumers should contact one of the car registration offices licensed by the competent authority for information: http://www.avp-rs.si/wp-content/uploads/2012/02/Registracijske_organizacije-internet-15.7.2014.pdf. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. Transit plates from other EU Member States are accepted.
Spain	Temporary green plates ("placas verdes") are available. They allow drivers to cross the borders of any EU Member State. Competent authority: Dirección General de Tráfico (DGT) C. Josefa Valcarcel 28, E-28071 Madrid Price: EUR 19.20 Validity: 2 months They can be ordered in advance if the consumer provides the necessary documents to the DGT. Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.
Sweden	Full information on temporary plates can be found on the Swedish Transport Agency website. Competent authority: Swedish Transport Agency Tunnlandsgatan 5, 701 97 Orebro, Tel.: +46 771 503 503 e-mail: kontakt@transportstyrelsen.se Timeframe for delivery: 3 working days Validity: 3, 6 or 12 months for new cars, 1 month for used cars Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority. If the vehicle has a valid foreign registration and valid foreign insurance, consumers may drive it for one week from when it is brought into Sweden. They will need temporary registration if they want to drive the vehicle after the first week.

United Kingdom

To take a UK-registered vehicle out of the country for 12 months or more (also known as permanent export) consumers must follow the procedure described at **https://www.gov.uk/taking-vehicles-out-of-uk/for-12-months-or-more**.

No temporary plates are available in the UK. Consumers can use a transport company to arrange for delivery and then apply for permanent registration in their home country or use the UK number plates if the car has been deregistered and the consumer has all of the documentation allowing him/her to drive legally on public roads (registration certificate, contract of sale/invoice, insurance).

Consumers may also be able to apply for transit plates from their home country and should check with the relevant national authority.

Competent authority: Driver and Vehicle Licensing Agency (DVLA)

Price: GBP 55 (standard first registration fee). In addition, the consumer may need to pay for the plates themselves. The latter can be ordered privately and prices may vary (starting from GBP 10).

Validity: Transit plates are available for new vehicles only. The car should be taken out of the UK within 2 months.

If exporting a second-hand car, one needs to tear off the relevant section of the V5 document (registration certificate) and send it off to the DVLA for them to take the car out of the register. This is for the purpose of stopping billing of road tax and possibly for refund of any overpaid road tax. More information at https:**//www.gov.uk/taking-vehicles-out-of-uk/newly-bought-vehicles.**

Transit plates of other Member States are recognised but cars have to be registered in the UK within 6 months of the date of import.

Consumers can usually use a vehicle with non-UK number plates without needing to tax or register it in the UK if all of the following apply:

They're visiting and don't plan to live there;

They only use the vehicle for up to 6 months in a 12-month period (one single visit, or several shorter visits adding up to a 6-month period);

The vehicle is registered and taxed in the consumer's home country.

If the car has non-UK number plates and the consumer is stopped by police, he/she must show that the car can be used in the UK without being taxed and registered there. The consumer may have to show proof of the length of time he/she has been in the UK (e.g. a ferry ticket) or evidence that he/she and the vehicle are eligible for customs relief.

Regular national plates

As mentioned above, usually, when the car is delivered to the consumer, the registration plates have already been taken off or invalidated.

If the consumer wishes to drive the car home, he/she will most often opt for temporary plates, such as transit plates or export plates. However, if the car is delivered with the national plates still on the car, the consumer may need to return them to the competent registration offices, either in the country of previous registration or in his/her residence country.

Member States have to notify the Member State of origin within two months that the vehicle has been re-registered. However not every Member State sends this notification.

Situation in the Member States

Austria	Based on a bilateral agreement between Austria and Germany, the car documents as well as the plates will be taken by the national registration authority (Zulassungsbehörde) of the country of the buyer and will be returned to the authority that registered the car in the country of the seller. In such a case, the car is automatically deregistered in the country of the seller. There are no such bilateral agreements with other EU Member States. This means that the buyer has to deregister the car with the registration authority in the country of the seller and return the plates to this authority him/herself. If the buyer imports the car to his/her country of residence and registers it with his/her national registration authority, the authority will take the plates. The car is thus registered twice so the buyer has to contact the registration authority in the country of the seller to deregister it. As he/she no longer has the original number plates, he/she has to forward confirmation that his/her national registration authority has taken the plates.
Belgium	Belgian number plates are linked to a specific person not a car, so the seller may keep the number plates for his/her next car or return them to the Ministry for deregistration. No obligation is put on the buyer to verify the deregistration of the car, but he/she should use transit plates.

After purchase

Bulgaria	When purchasing a car in Bulgaria with the plates on, the consumer should deregister the car, return the plates to the Bulgarian Traffic Police and then drive to his/her residence country with transit plates. If he/she chooses to use the regular Bulgarian plates for the way back, the plates need to be returned to the registration office of his/her country, which should then return the plates with a copy of proof of registration to Bulgaria, where the plates can then be deregistered.
Croatia	Only temporary plates can be used for the way back.
Cyprus	If the buyer resides in Cyprus and purchases a car from another EU Member State, then he/she is required to pay an administrative fee of EUR 150 to register the car in Cyprus and acquire new number plates. If the car was already registered in the other country, then the buyer is required to return the number plates to the country of previous registration. If the buyer resides in another EU Member State and purchases a car from Cyprus, the same rules apply – he/she has to pay the registration fee in his/her own country and return the number plates to the country of previous registration.
Denmark	The consumer has to return the license plates to an authorised license plate operator or a motor centre operated by SKAT, the Danish Customs and Tax Administration. For more information on SKAT, see **http://www.skat.dk/data.aspx?oId=80176&vId=0&lang=us**.
Finland	A vehicle must be deregistered when it is taken abroad and will no longer be used in Finland. A vehicle may be deregistered in the ordinary manner before being transported abroad. There is no requirement to return the plates to the registration authorities in Finland. If the vehicle has been verifiably transported abroad, it may be deregistered abroad at an inspection site, on the basis of a foreign registration certificate or a decision to release issued by Finnish Customs in which the removal from Finland is verified. The tax period and validity of the motor liability insurance will end when the vehicle is deregistered due to being taken abroad. When a vehicle is taken to another EEA state and registered there, the registration authority of that state should notify Trafi of the vehicle registration. Based on the notification, the vehicle will be marked in the Vehicular and Driver Data Register as deregistered due to having been taken abroad
Germany	The seal on the regular plates has to be destroyed and shown to the competent authorities. Therefore, it is generally necessary to send the seal back. Export plates have an expiry date on them so it is not necessary to destroy the seal.

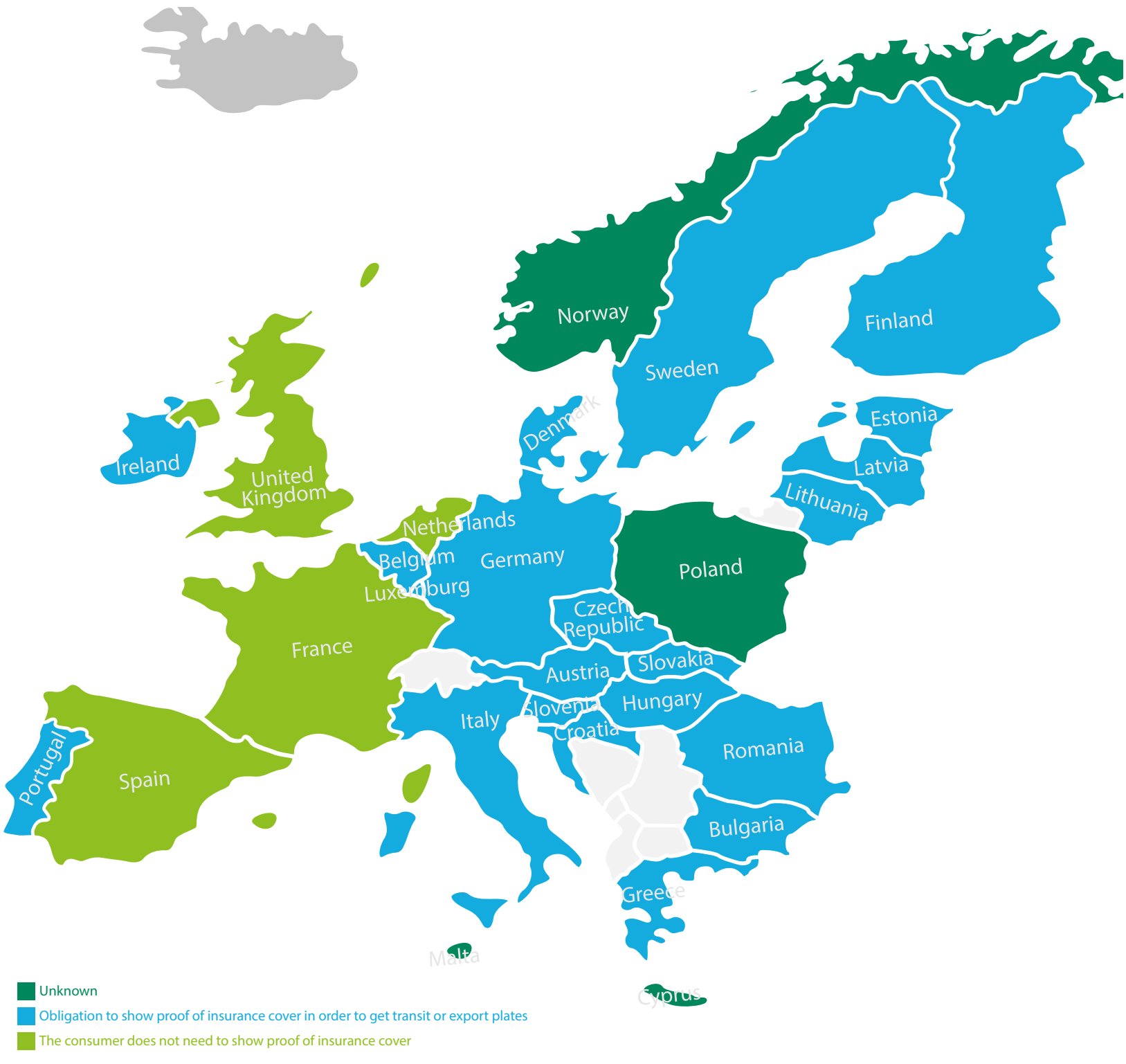
Greece	If the buyer resides in Greece and purchases a car from another EU Member State, then he/she is required to register the car in Greece and acquire new number plates. Upon registration, he/she submits the number plates of the country of previous registration and gets a certificate stating that the vehicle is now registered in Greece. He/she then has to communicate this to the EU Member State of previous registration. If the buyer resides in another EU Member State and purchases a car from Greece, the same rules apply – he/she has to register the vehicle in his/her own country and return the number plates to Greece.
Hungary	It is recommended that the seller notifies the Hungarian authority that the car has been sold to a consumer in another country and asks for the de-registration of the vehicle. For that, the plates have to be left with the authority, while the registration certificate will be only invalidated but given back as it will be needed for the re-registration. When the buyer registers the car in his/her residence Member State, the authority in this country usually sends a notification to the Hungarian authority. Based on this notification the vehicle will be de-registered even if the seller has not applied for this beforehand.
Ireland	Matters relating to the registration of imported vehicles (vehicles registered since 1 September 2010) are dealt with by the National Car Testing Service. There is no legal requirement to return or dispose of old number plates.
Italy	Number plates have to be returned to the Public Motoring Register (PRA) together with the ownership certificate (CDP), the vehicle registration (Carta di Circolazione) and a document certifying that the vehicle has already been or is going to be registered in another EU Member State (i.e. a copy of the vehicle registration issued by the competent office abroad or a sales invoice). The owner receives the original copy of the Carta di Circolazione, duly cancelled by the PRA.
Latvia	If a vehicle registered in Latvia is sold to a foreign buyer, it has to be deregistered for export from Latvia, which includes return of the registration plates to the Road Traffic Safety Directorate (Latvian abbreviation – CSDD). When the vehicle is deregistered for export from Latvia, the entry “Deregistered for export from Latvia” („Noņemts no uzskaites izvešanai no LR”) is made in the section “Note concerning the deregistration of the vehicle” („Atzīme par transportlīdzekļa noņemšanu no uzskaites”) of the registration certificate. In order to use such a vehicle on the road, transit number plates must be acquired.
Lithuania	If a car is bought in Lithuania and is to be transported to another Member State, the owner should get the transit plates from the competent authority in Lithuania and cancel the car’s local registration (give back the standard plates). If an owner sells a car without cancelling registration, the number plates still need to be returned to the competent authority in Lithuania. So the buyer can travel with standard plates to his/her home country, but to cancel the registration in Lithuania, the plates must be sent to the competent authority in Lithuania.

Luxembourg	In the case of export of a car, the buyer has to apply for export plates, which cost EUR 173.20. These are valid for a maximum of 3 months (current month + 2 months). Upon return of the plates, the consumer will get a reimbursement of EUR 100.
Malta	Number plates only have to be returned for purchases of cars with Italian registration plates. The buyer does not have to verify that the vehicle has been deregistered.
Netherlands	If a car with a Dutch licence plate is to be transported to a foreign country, the registration needs to be cancelled with the approval authority (RDW). To do so, the consumer needs to go to a RDW garage. The approval authority will cancel the registration in its system and the licence plate needs to be handed over immediately. As the car no longer has a licence plate, to drive it, the consumer can create his/her own licence plate by taking a white licence plate and writing the previous licence number on it, or by asking a manufacturer to make a specific licence plate.
Norway	To deregister a vehicle from the Norwegian Register of Motor Vehicles, the licence plates must be submitted to an official registration office. The alternative is to get confirmation from the foreign authorities that the vehicle has been registered abroad (a copy of the foreign registration document for instance). If a foreign registered vehicle undergoes a technical inspection before registration, the foreign plates must be handed in before the owner gets Norwegian licence plates fitted on the vehicle. Confirmation that the vehicle is registered in Norway is then sent to the foreign authorities so that they can update their register.
Poland	If a consumer buys a vehicle from outside Poland, he/she is entitled to use it for up to 30 days from the day of the purchase, provided that the vehicle: • is still registered in the country of purchase, • has passed a recent technical examination, • has legal plates, • has valid insurance. The vehicle has to have an indication that it comes from outside of Poland (country's flag on the plates). Due to a regulation of the Ministry of Transport on vehicle registration and marking, the buyer has 30 days in which to register the vehicle purchased abroad. On the day of registration, the buyer must leave the plates with the local registration authorities, who destroy them. The buyer does not have to verify that the vehicle has been deregistered.
Portugal	If a car is purchased from Portugal, the consumer should ask the authority of his/her country to ask the Portuguese regulatory entity (IMT) to cancel the transit plate. If this is not done, the vehicle owner should ask the competent entity (IMT or the embassy of his/her residence country) to cancel the transit plates. The transit plates should be destroyed, but no proof of this is required.

	The consumer should verify that the car has been deregistered via **http://www.imt-ip.pt/MatriculasCanceladas/matriculas.asp** and if this has not been done, he/she should request cancellation of the plates.
Romania	In order to obtain temporary number plates for export, the old number plates must be given to the services of the local prefecture, along with the other documents required. If the car does not need temporary number plates (if it is transported on a trailer, for example), in theory, the plates do not need to be sent to the Member State from which they originated. The seller can deregister the car by providing proof of export or of registration in another country.
Slovakia	Under § 123 sub. 7 of Act No 8/2009 Coll. on Road Traffic and amendments of certain acts by later regulations, if a vehicle registered in Slovakia is sold to a foreign buyer, deregistration of the vehicle for export from Slovakia is required. This includes return of the registration plates of the vehicle to the Regional **Traffic Inspectorate** (okresný dopravný inšpektorát).
Slovenia	If a vehicle is sold to a foreign buyer, the seller has to deregister it, which means that the plates have to be returned. If needed, the buyer can obtain transit plates to drive the vehicle back.
Sweden	The car owner is obliged to send the plates back to the Swedish Transport Agency (STA) when a car is sold to a buyer in another country. If the plates are missing, the registered car owner needs to inform the STA. A temporary registration is valid for three months. During this period, the vehicle should undergo a registration inspection. The temporary registration period ends two weeks after the vehicle has passed its registration inspection, unless the original period of validity ends within this time. The period of validity cannot be extended. The special number plates must be destroyed when the period of validity ends. The temporary registration also ends when ownership changes. The owner should notify the STA of this in writing, preferably on the registration certificate. The special plates should be returned to the STA at the same time. If the vehicle passes a registration inspection, it can be driven for up to two weeks on the basis of the temporary registration. During this time, the Swedish Motor Vehicle Inspection Company or the Swedish Machinery Testing Institute will report the vehicle for final registration and a new registration certificate and ordinary white plates will be issued. To continue to use the vehicle, the white plates must be fitted and an application submitted to license the vehicle for use. The buyer does not have to check whether the car has been deregistered; the vehicle undergoes a registration inspection at the Swedish Motor Vehicle Inspection Company or the Swedish Machinery Testing Institute. The application fee for verification of origin must always be deposited into the Swedish Transport Agency's special verification of origin account.

Temporary insurance cover

When driving the car home, the driver and car should be covered by insurance which allows them to drive or be driven on public roads.



After purchase

In almost all countries, it is obligatory to show proof of insurance cover in order to get transit or export plates.

The consumer can either apply for short-term insurance for the way back or try to get the new car included on his/her existing insurance policy.

ECCs may first advise consumers to contact their own insurance provider to see if cover is available or to contact an insurance broker for a wider choice. If it is possible to apply for insurance in the consumer's home country, consumers can arrange short-term insurance for this purpose. European cover needs to be specifically requested, as not all policies offer this cover.

But it is not easy to get short-term insurance in all countries and often consumers have to get temporary plates and insurance in the country of purchase. Even though the internal market for insurance has existed since 1994, it is still difficult to find cross-border insurance offers. A study by ECC Germany revealed that it is almost impossible to take out insurance outside of one's residence country[211].

ECCs advise asking the seller for help organising transit plates and short-term insurance in the country of purchase even though the seller is not necessarily obliged to arrange this.

Austria	Consumers can also contact an insurance company in Austria. Each week, a specific insurance company is responsible for insuring transit plates purchased in Austria. Enquiries regarding which company is providing insurance in which week can be made by phone to +43 1 711 56 – 0. Temporary insurance is valid for 3 to 21 days and costs range from EUR 125 to EUR 250 depending on duration. The consumer will have to show proof of insurance to obtain temporary plates. It may be easier to apply for transit plates in the country of purchase, but this will mean that the insurance will have to be concluded there as well.
Belgium	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover which he/she can take out in Belgium. To facilitate the process, consumers should check with their regular insurer if they are covered for the journey home, or ask if the seller can help them to get transit plates and insurance. A Belgian insurance policy costs about EUR 200, depending on the insurance company and the vehicle type. Experience from Belgian consumers shows that it is quite difficult to get Belgian insurance cover for the return of a car bought abroad.

[211] http://www.eu-verbraucher.de/en/publications/ecc-net-reports/

After purchase

Bulgaria	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. The consumer can ask the seller to organise transit plates and insurance, otherwise he/she will have to apply from his/her country of residence. If the seller organises Bulgarian transit insurance, it is usually valid for 30 days. The cost varies depending on the insurance company and the type of vehicle.
Croatia	When applying for transit plates, the consumer needs to show proof of insurance cover.
Cyprus	EU citizens can insure their car in another EU/EEA Member State through an insurance company that either has a base in that country or is licensed to sell insurance in Cyprus. However, from ECC Cyprus' experience, insurance obtained in the consumer's home country may not be recognised in Cyprus. It is important to check with the insurer whether the policy will be valid in the country to which the consumer is taking the car. In most cases, the policy specifically only covers the journey home and is normally valid until the consumer takes out a new regular car insurance policy. The cost of temporary insurance varies depending on the insurance company and the type of vehicle.
Czech Republic	The consumer may apply for insurance in his/her country of residence. A Czech resident buying a car abroad can apply for insurance cover through the standard car insurance policy concluded for the car which will be supplemented by additional information once the car is registered in the Czech Republic. When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. The cost of temporary insurance varies depending on the insurance company and the type of vehicle.
Denmark	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover.
Estonia	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. According to the Estonian Motor Insurance Act § 4 for vehicles subject to insurance obligations, insurance is presumed to have been taken out for vehicles with customs plates issued in Estonia, vehicles normally based in foreign countries, except in EEA states or Switzerland, whereby the liability arising from damage caused by the use thereof is not insured.
Finland	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. The duration of the policy will be fixed in the contract and the policy will cost EUR 10 per day or EUR 46 for a 7-day period. Consumers may contact the Finnish Customs and/or the Finnish Transport Safety Agency for further information.

France	When applying for transit plates, the consumer does not need to show proof of insurance cover. Consumers should apply for temporary insurance in their home country or ask the seller for help as it might be difficult for a non-resident to find French temporary insurance cover for the journey to his/her residence country. French residents may apply for specific short-term insurance ("assurances temporaires") which is generally valid from 1 to 90 days. Prices vary depending on the insurance company and the type of vehicle.
Germany	Consumers should contact their regular insurance provider to ask if they can provide short-term insurance cover. Duration and price will vary depending on the insurance company and the type of vehicle. When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. Good to know: In Germany, a car can only be registered if it is insured. For this purpose, the insurance company issues an electronic insurance number (eVB) that can be verified by the registration office.
Greece	Consumers must show proof of insurance cover to obtain temporary plates. EU citizens can insure their car in another EU/EEA Member State through an insurance company that has a base in that country or is licensed to sell insurance in Greece. From ECC Greece's experience, insurance taken out in the consumer's residence country may not be recognised in Greece. It is important to check with the insurer whether the policy will be valid in the country to which the consumer is taking the car. In most cases, the policy specifically only covers the journey home and is normally valid until the consumer takes out a new regular car insurance policy. The cost of temporary insurance varies depending on the insurance company and the type of vehicle.
Hungary	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. General mandatory liability insurance is needed and can be taken out with an insurer of the consumer's choice in the EU as the territorial scope of insurance usually covers all EU Member States. Concerning the duration of the policy, the general rule is that the contract is concluded for an indefinite period. If the car is registered only temporarily then the contract lasts for as long as the registration documents remain valid. The costs of temporary insurance vary depending on the insurance company and the type of vehicle.

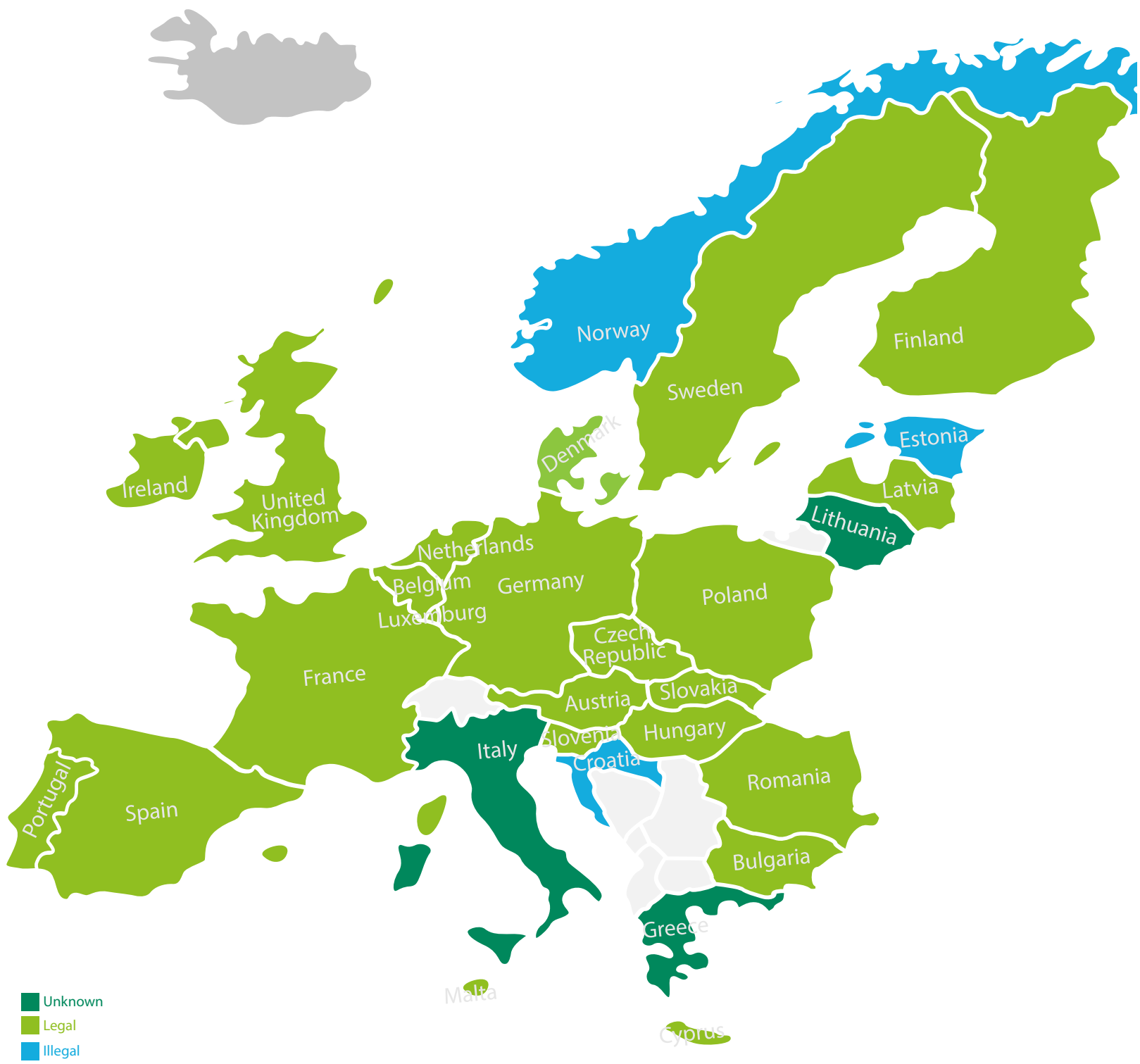
Ireland	As a minimum, when driving the car home, the consumer must be covered by third party insurance. Temporary motor insurance can be difficult to obtain in Ireland and as such, it would be advisable to organise this in advance of purchase in case of difficulties. Each insurance provider has their own policies in this regard, but in general it is possible to obtain a temporary certificate of insurance for a foreign registered vehicle in order to transport it back to Ireland. In any case, the consumer will have to show proof of insurance cover to obtain temporary plates. Usually, consumers will amend their existing policy by transferring coverage to the new vehicle. This kind of insurance is generally valid for a maximum of 28 days and costs vary depending on the insurance company and the type of vehicle.
Italy	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. Insurance cover can be taken out at the provider's premises or online, but it is not so easy and can be costly (a few hundred euros for a few days' cover). Therefore, it might be advisable for consumers to contact an insurer in their home country. Usually, the insurance covers the vehicle for the time needed to transfer it to another country (from 5 to 30 days), on condition that the International Motor Insurance Certificate (Green Card) is accepted in the destination country.
Latvia	When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover.
Lithuania	The consumer may enquire about insurance cover with his/her regular insurance company. When applying for transit plates, the consumer needs to show proof of (temporary) liability insurance cover.
Luxembourg	The car has to be insured by an insurance company authorised to provide insurance in Luxembourg, more information at **http://www.snca.lu/component/option,com_contxtd/catid,50/Itemid,234/lang,french/**. When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover.
Malta	The consumer may enquire about insurance cover with his/her regular insurance company. Information about whether the consumer has to show proof of (temporary) insurance cover when applying for transit plates is not available. Usually, insurance companies offer third party basic insurance for 1 year with the obligation to register the vehicle within 20 days of its arrival in Malta. Subsidiary Legislation 368.02 Proviso of article 4(1) provides that where a new motor vehicle is imported or brought in permanently by a person for his/her own use, the application for the registration of the said motor vehicle, together with the required documents, shall be submitted to the competent authority within twenty days of the motor vehicle's arrival in Malta.

Netherlands	When applying for transit plates, the consumer does not need to show proof of insurance cover. Often, Dutch insurance companies do not insure cars bought abroad, as a car needs a Dutch licence plate before it can be insured in the Netherlands. Other companies allow the car to be insured for the journey from another country to the Netherlands, on condition that once the car is in the Netherlands, it is insured by the same insurer for a longer period. There is no specific policy as the journey will be covered under the driver's regular insurance policy but for a duration limited to 15 days. Costs vary depending on the insurance company and the type of vehicle.
Norway	Information on whether the consumer has to show proof of insurance cover when applying for transit plates is not available. It may be easier to apply for transit plates in the country of purchase, but this will mean that the insurance will have to be concluded there as well.
Poland	The consumer may enquire about insurance cover with his/her regular insurance company. Information on whether the consumer has to show proof of insurance cover when applying for transit plates is not available. The validity of a short-term policy is usually 1 month, but depends on the contract. Costs vary depending on the insurance company and the type of vehicle, starting at EUR 30.
Portugal	The consumer may enquire with his/her regular insurance company if they can provide short-term insurance. The Green Card may be used. Insurance can be taken out for cars with foreign transit plates. The terms of the policy depend on the contract. Costs vary depending on the insurance company and the type of vehicle.
Romania	The consumer can ask his/her regular insurance company for short-term insurance. In any case, when applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. In practice, Romanian insurance policies do not usually have durations of under 6 months. Costs vary depending on the insurance company and the type of vehicle, but also on the age of the driver, etc..
Slovakia	The consumer can ask his/her regular insurance company for short-term insurance. In any case, when applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. The duration of a short-term policy is usually 1 month, but depends on the contract. Costs vary depending on the insurance company and the type of vehicle, starting at EUR 30.

Slovenia	The consumer can ask his/her regular insurance company for short-term insurance. However, according to ECC Slovenia, it might be difficult to obtain temporary insurance in Slovenia for a car purchased abroad. When applying for transit plates, the consumer needs to show proof of (temporary) insurance cover.
Spain	The consumer can ask his/her regular insurance company for short-term insurance as part of a package which includes transit plates. When applying for transit plates, the consumer does not need to show proof of insurance cover.
Sweden	The consumer can ask his/her regular insurance company for short-term import insurance. However, according to ECC Sweden, it might be difficult to obtain temporary insurance in Sweden for a car purchased abroad. In any case, when applying for transit plates, the consumer needs to show proof of (temporary) insurance cover. Costs vary depending on the insurance company and the type of vehicle, but also age of the driver, etc..
United Kingdom	When applying for transit plates, the consumer does not need to show proof of insurance cover. The consumer can ask his/her regular insurance company for short-term insurance. Various companies/brokers sell short-term policies. They usually start at around GBP 10 a day but, like annual policies, the quote will depend on a whole host of factors including the driver's age, the vehicle and the area in which the consumer lives. Consumers are advised to specifically request European cover as not all such policies offer it. Some UK insurers allow customers to add European cover for an additional charge (usually around 20 %), which is useful when driving abroad. The cover is usually valid for up to 28 days.

Other ways of getting the car to the consumer's country of residence

If a consumer doesn't want to apply for transit or export plates, doesn't manage to get them, or simply doesn't want to drive all the way back, he/she might be able to get the car transported on a trailer, truck, lorry, or car transporter, or using another suitable method. **Before doing so, he/she should check if this is legal.**



After purchase

Country	
Austria	**Legal**
Belgium	**Legal**
Bulgaria	**Legal**
Croatia	**Illegal**
Cyprus	**Legal**
Czech Republic	**Legal**
Denmark	**Legal**
Estonia	**Illegal**
Finland	**Legal**
France	**Legal** if the transporting vehicle is allowed to transport the type of car in question. Towing is not allowed. Article R317-8 of the French Highway Code does not allow cars to be driven without plates. In practice, a buyer who purchases a car in France should always be able to drive the car with French plates (the plates do not have to be returned to the French authorities) .
Germany	**Legal** if the transporting vehicle is allowed to transport the type of car in question. Towing is not allowed.
Greece	No information available
Hungary	**Legal**
Ireland	A new vehicle should either be registered in Ireland or transit plates should be obtained, but if the vehicle is being removed from the State immediately, and is not driven on a public road, difficulties are unlikely to be encountered if transported on another vehicle which is compliant with all legal requirements to drive on Irish roads.
Italy	No information available

After purchase

	Latvia	**Legal**
	Lithuania	No information available
	Luxemburg	**Legal**, but the consumer needs to get a “Certificat de mise hors circulation” which shows that the car will not be driven on the roads in Luxembourg.
	Malta	**Legal**
	Netherlands	**Legal**
	Norway	**Illegal**
	Poland	**Legal** and a very popular way of transporting vehicles.
	Portugal	**Legal**
	Romania	**Legal**
	Slovakia	**Legal**
	Slovenia	**Legal**
	Spain	**Legal** if the transporting vehicle is suitable for this kind of transport.
	Sweden	**Legal** as long as weight restrictions are adhered to (for regular cars it might not be possible to use a standard trailer pulled by a regular car driven by a person with a regular driving licence. A bigger trailer, a heavier and more powerful car and a BE driving licence (for driving a car with a trailer) might be needed.
	United Kingdom	**Legal**

Registration of a car in the consumer's country of residence

In order for a consumer to register a car in his/her home country, he/she may have to organise insurance, technical inspections[212], payment of VAT, etc.. The situation varies considerably from one Member State to another and consumers moving around Europe should find out about the applicable procedures.

Insurance

Every car or driver using public roads needs to be insured. However, in some countries it is not uncommon to see cars or drivers without insurance cover.

Directive 2000/26/EC relating to insurance against civil liability in respect of the use of motor vehicles[213] foresees in article 6 the establishment of compensation bodies in every Member State responsible for providing compensation to injured parties. If a vehicle is uninsured, guaranty funds are provided for in article 1 of Directive 84/5/EEC[214]. For further information on the Green Card System, see **http://www.cobx.org/content/default.asp?PageID=57**.

In its 2013 report, the French guaranty fund "Fonds de garantie des assurances obligatoires de dommages" (FGAO) announced that 370 000 to 740 000 vehicles in circulation in France were uninsured[215] while EUR 87 million in compensation had to be paid to road accident victims. Only EUR 15 million was recovered from the non-insured drivers. To partly cover the remaining amount, every civil liability insurance policy sold in France includes a 2 % contribution to the guaranty fund.

To reduce the risk posed by uninsured drivers, in some countries consumers may be required to present proof of insurance cover at registration. Without insurance, it is not possible to register a car and receive permanent number plates in several Member States. Consumers should therefore check beforehand that they have all the necessary documentation.

[212] See also page 73.

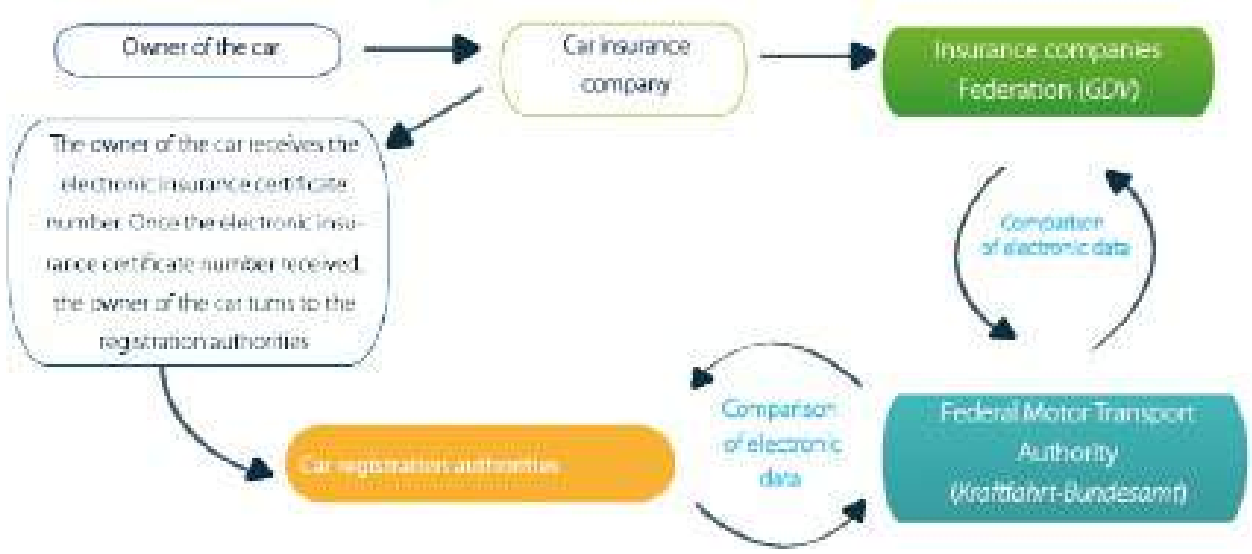
[213] Modified by Directive 2005/14/EC http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CONSLEG:2000L0026:20050611:EN:PDF

[214] Directive 84/5/EEC on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31984L0005:EN:HTML

[215] http://www.fondsdegarantie.fr/actualites/344-bilan-2013-de-la-non-assurance-routiere

In Germany, since 2008[216], the consumer has to provide a certificate proving civil liability insurance cover together with the other documents required for registration to the local registration service at registration. Even though the car is not yet insured, this certificate is confirmation from the insurance company that insurance cover has been requested and will be granted once the car is registered. If the consumer does not present this document, the local administration will refuse registration.

Assurance et immatriculation en Allemagne : mécanisme de contrôle



The insurance certificate contains an alphanumerical code, the electronic confirmation reference number ("Versicherungsbestätigungsnummer/EVB-Nummer" in German) which is referenced automatically by the German Federation of Insurance Companies[217]. The German registration administration will automatically check the database of the German Federal Motor Vehicle Transport Authority[218], which is interconnected with the database of the German Federation of Insurance Companies, to verify consistency between the information provided by the consumer and that registered in the database.

If, after registration, the consumer cancels the insurance contract, the registration services will be automatically notified by the database. If the consumer does not provide details of new insurance cover within 3 days, the registration authority can immobilise the car.

As compared with the French guaranty fund, which handled 27 164 cases in 2013, the German scheme[219] only had to handle 158 compensation claims in that year.

[216] Before 1 March 2008, insurance companies gave a certificate called a "Deckungskarte" to the vehicle owner which he/she provided to the registration service. The registration service made a carbon copy and sent it to the insurance company to inform them that the coverage had been taken into account in the registration process. This could take a few days.

[217] „Gesamtverband der Deutschen Versicherungswirtschaft E.V. (or GDV)"

[218] "Kraftfahrt-Bundesamt"

[219] "Verkehrsopferhilfe e.V."

On 26 January 2015, the French government presented 26 measures for strengthening road safety. One of the measures explored by the government is to create a database of uninsured drivers[220]. In 2016, cross-referencing should be made possible between the database for automatic radar infringements and the database of the insurance companies. ECC France, together with the host structure of the ECCs of Germany and France, has proposed not waiting until an infringement has been committed, but checking insurance coverage at registration of each vehicle, on the basis of the German model[221]. This idea has been taken on board by the French government[222]

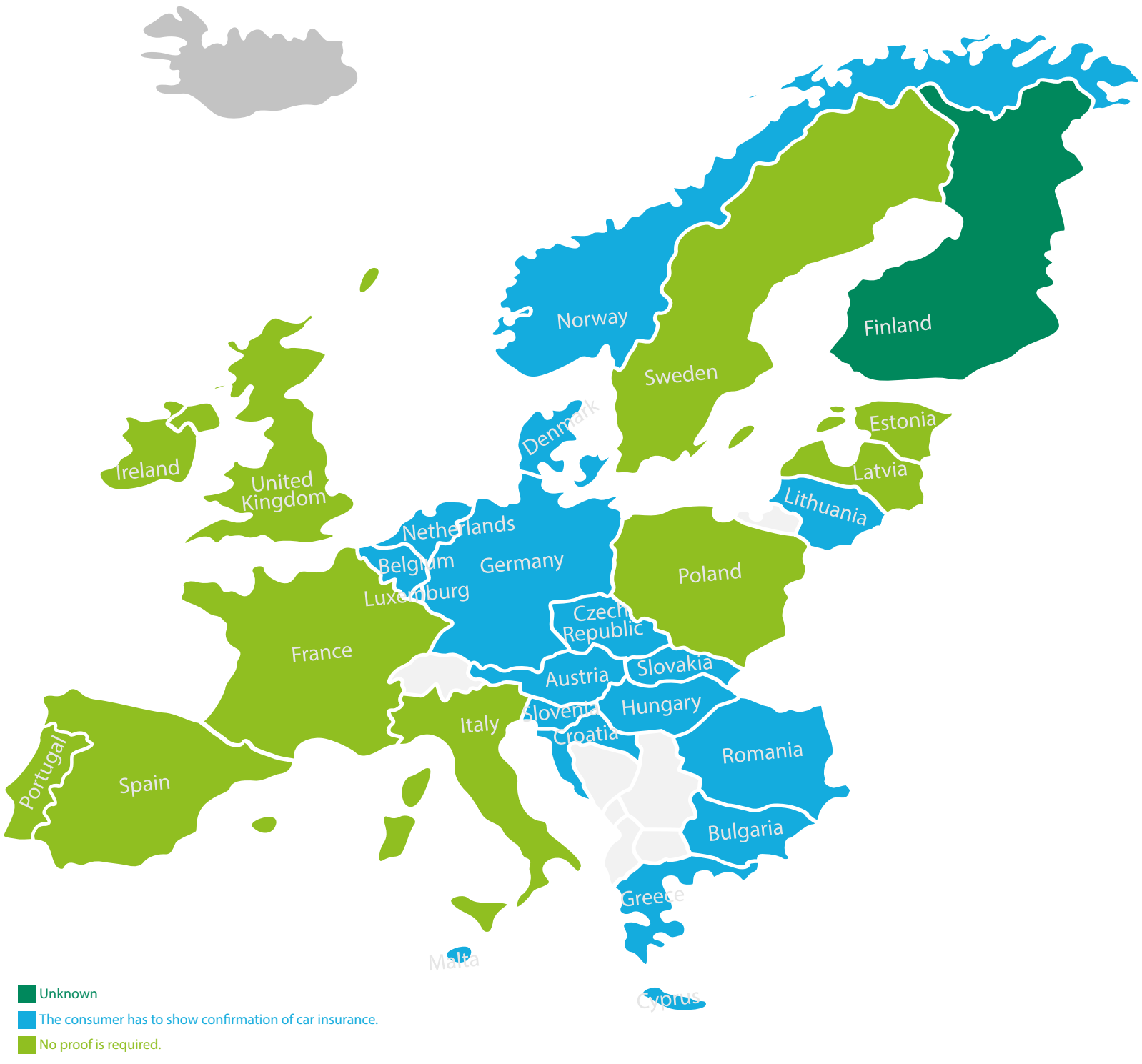
[220] Measure 19 "tackling the failure to insure by providing the technical means to check consistency between registered and insured vehicles"("agir contre le défaut d'assurance en se donnant les moyens techniques de vérifier l'adéquation entre les véhicules assurés et les véhicules immatriculés").

[221] http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/publications/etudes_et_rapports/Allemagne-_pas_d_immatriculation_sans_preuve_d_assurance-FINAL2015.pdf

[222] http://www.securite-routiere.gouv.fr/content/download/34877/334237/file/Lire%20le%20dossier%20du%20CISR.pdf, measure 11

Situation in the Member States

It is mandatory to provide an insurance certificate to the registration services in 18 European countries.



After purchase

Austria	**The consumer has to show confirmation of car insurance.**
Belgium	**The consumer has to show confirmation of car insurance.** He/she should contact an approved Belgian insurer. Insurers offering transit policies put a yellow sticker with a bar code on the registration application form. The original proof of insurance ("green card") is also attached to this form. This green card should be valid from the day of registration until at least the final day of the same month if registration takes place prior to the 15th day of the month. It should be valid from the day of registration until the final day of the following month if registration takes place after the 14th day of the month. A Belgian consumer bought a second-hand car from a Dutch trader. The consumer paid EUR 2 250 in cash, but the figure given on the invoice was EUR 1 795. According to the consumer, he also paid for the periodic inspection, transit plates and export papers (EUR 455). Once the consumer arrived in Belgium, he had to take the car for a technical inspection before it could be registered. The car failed the inspection for various reasons and needed to be repaired, which would cost almost EUR 700. After the repair, the car needed to be checked again and, as long as it did not meet requirements, it could not be registered and insured. The Dutch ECC contacted the trader who was not willing to cooperate. In the end, the consumer sold the car.
Bulgaria	**The consumer has to show proof of the requisite liability insurance.**
Croatia	**The consumer has to show confirmation of car insurance.**
Cyprus	**The consumer has to show confirmation of car insurance.**
Czech Republic	**The consumer has to show the International Motor Insurance Card** and must be covered by insurance allowing him/her to drive on public roads. The standard insurance policy taken out on the car is sufficient. This will be supplemented with additional information once the car is registered in the Czech Republic.

After purchase

Denmark	**The consumer has to show confirmation of car insurance.**
Estonia	Every driver and car must be covered by insurance allowing them to use public roads, but the registration service will not ask for proof.
Finland	Every vehicle must be covered by insurance allowing it to be driven on public roads. Further information can be provided by the Finnish Customs and/or the Finnish Transport Safety Agency.
France	Every driver and car must be covered by insurance allowing them to drive or be driven on public roads, but at the time of publication of this report, the registration service does not ask for proof*. * See also above, page 164.
Germany	**The consumer has to show confirmation of car insurance.** Proof is established by the electronic insurance confirmation number (eVB) issued by the insurance company. The registration office will confirm the information with the insurance company through a joint system*. * See above, page XX.
Greece	**The consumer has to show confirmation of car insurance.**
Hungary	**The consumer has to show confirmation of car insurance.**
Ireland	It is a legal requirement to have motor insurance and to display the insurance disc on the windscreen, if a driver wants to drive on public roads. The consumer will need to have motor insurance before he/she can pay motor tax. The vehicle registration certificate for the car will be posted to the consumer after he/she has paid local motor tax.
Italy	Every driver and car must be covered by insurance allowing them to use public roads, but the registration service will not ask for proof.
Latvia	Every driver and car must be covered by insurance allowing them to use public roads, but the registration service will not ask for proof.
Lithuania	**The consumer has to show confirmation of car insurance.**

After purchase

Luxemburg	The consumer needs to show proof of insurance from a Luxembourg-accredited insurer.
Malta	**The consumer has to show confirmation of car insurance.**
Netherlands	**The consumer has to show confirmation of car insurance.** A Dutch consumer living in Germany had a car with German licence plates on a lease contract. When the consumer was moving back to the Netherlands, no Dutch insurance company could provide her with insurance as the German lease contract was still ongoing. The Dutch ECC contacted several insurance companies, but unfortunately, a car with a German lease contract cannot be insured by a Dutch insurer*. * If a car is leased, the dealership retains ownership of the car, see also the section on proof that a car is not pawned XX.
Norway	The consumer has to show confirmation of car insurance or he/she will not receive permanent number plates.
Poland	Every driver and car must be covered by insurance allowing them to use public roads, but the registration service will not ask for proof.
Portugal	Every driver and car must be covered by insurance allowing them to use public roads, but the registration service will not ask for proof.
Romania	**The consumer has to show confirmation of car insurance.**
Slovakia	**The consumer has to show confirmation of car insurance.**
Slovenia	**The consumer has to show confirmation of car insurance.**
Spain	Every driver and car must be covered by insurance allowing them to use public roads, but the registration service will not ask for proof.

After purchase

	Sweden	Registration is possible without providing an insurance certificate, but an uninsured vehicle that is in use is automatically billed for the basic state insurance. If a car is registered as in use but does not have insurance, the registered owner will receive a very large bill from the state traffic insurance fund. It is thus important to insure a car from the date of registration (**Swedish Motor Insurers – Trafikforsakringsforeningen**).
	United Kingdom	It is not normally necessary to show proof of insurance for the registration itself, but it is not possible to pay road tax without valid insurance. A car is not allowed onto a public road without being insured and taxed. However, the consumer will need to provide an insurance certificate or cover note if he/she is registering the vehicle to an address in Northern Ireland.

Payment of VAT

Definition of new and second-hand cars

From the overall price of the car, the consumer[223] should also calculate the Value Added Tax (VAT) payable.

The definition of new and second-hand cars as laid down in article 2 of Directive 2006/112/EC on the common system of value added tax[224] has a direct influence on the question of whether the consumer is subject to VAT. **A car is considered new if no more than 6 months have passed since the date on which it was first registered or if its mileage does not exceed 6 000 km.** For intra-EU transactions, the supply of new cars is VAT exempt. Thus, the supplier should not charge VAT. Instead, a consumer who has bought a new car in an EU Member State other than his/her own, with the intention of importing it to and registering it in his/her own EU Member State, must pay VAT in his/her own Member State at that country's rate.

All other cars are considered second hand (more than 6 months since the date of first registration and mileage of more than 6 000 km)[225]. They are generally sold inclusive of VAT if the supplier is a taxable person for VAT purposes. Consumers don't have to pay VAT in their country of residence.

The date of the vehicle's first entry into service (registration date) determines the age of the vehicle for VAT purposes. The mileage is taken from the odometer reading when the car is first presented for registration in the Member State.

In practice, for new cars some sellers may require payment of VAT as a deposit, to be refunded once the car is registered in the buyer's country. Consumers should check in advance with the seller how to claim the VAT refund, i.e. what documentation the seller needs. In such cases, the consumer will effectively be burdened for a short time with a double VAT payment, in the form of the deposit to be paid to the supplier and the VAT to be paid in his/her EU country of residence.

[223] It is assumed that the term 'consumer' as used in this document refers to a private individual and does not include taxable persons for VAT purposes.

[224] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:347:0001:0118:en:PDF

[225] Exception: In Norway, for a car to be considered second hand, no minimum age or mileage restrictions exist.

The reason for this is that the trader has to prove that the car was meant for export and the surest way of proving this is with a certificate from the foreign financial authorities showing payment of VAT by the consumer in the country of registration. Otherwise, the supplier runs the risk that the tax authorities of his/her country will not accept that the car is VAT-exempt.

In Germany, practically no seller will sell a new car without this kind of deposit. The seller will require proof of registration in another Member State from the consumer to refund the VAT.

According to the European Commission, this practice does not constitute a restriction of import/export between Member States (forbidden by Articles 28 and 29 of the Treaty establishing the European Community). The Commission considers that it is the buyer's responsibility to prove that the car leaves the country of purchase for registration in his/her country of residence. It could be possible that, for example, a French resident buys a car in Germany but resells it right away to a German buyer. The car would then never leave Germany and the seller would remain responsible for the payment of VAT to the German tax authority. Indeed, on the second purchase no VAT would be paid by the German buyer as this would be a consumer-to-consumer contract. Asking for the payment of a deposit is thus a legitimate practice enabling the seller to guarantee the purchase against tax fraud. Once the buyer has registered the car and provided the necessary documentation to prove that VAT has been paid, the seller should reimburse the deposit without significant inconvenience to the consumer. Before entering into a contract, the consumer should check whether he/she will need to pay a tax deposit and how he/she will be reimbursed.

Usually, the consumer will have to complete the registration in his/her home country in order to be able to provide the necessary documentation to the seller for claiming reimbursement of the VAT. However, in some countries the consumer will not claim the refund from the seller but from the competent fiscal authority.

There is no average timeframe within which consumers are refunded; it can take from a few weeks to a year. In Estonia, however, the consumer must be refunded within 60 days.

After purchase

A consumer resident in Austria bought a new car in Romania. The trader asked for payment of VAT even though the consumer said that he was going to take the car to Austria and that he lived there. When importing the car, the consumer had to pay VAT and consumption tax of EUR 2 749.68 to the Austrian authorities. He asked the trader to refund the VAT paid in Romania (EUR 3 611.51). The trader replied that the consumer had not asked for the refund within 90 days of the purchase and so refused. In fact, the consumer had contacted the trader by phone within 90 days and furthermore, the 90-day period does not apply. According to the consumer, he can request a refund of the VAT paid in Romania within 1 year. The consumer again asked for the refund of the EUR 3 611.51 and was referred to the Romanian fiscal authority in order to receive it.

A French consumer bought a new car in Germany and paid VAT. The trader promised to refund the VAT paid in Germany after registration in France. Before registering the car in France, the consumer paid French VAT of 19.6 %. Proof of payment of the French VAT (tax clearance certificate - “quitus fiscal”) was needed for registration and unfortunately the consumer didn’t keep a copy. It was subsequently impossible to obtain a copy from the registration office or the tax office. The trader refused to refund the VAT paid in Germany without a French tax clearance certificate, saying that, without it, the German authorities wouldn’t accept that the car was for export, and that VAT paid in Germany should be refunded.

After purchase

Country	Who should provide reimbursement	Documents to be provided by the consumer
Austria	seller	Copy of registration certificate, proof of payment of the VAT, if the car is exported to a non-EU country a customs certificate confirming this
Belgium	local fiscal authority of the seller	Information not available
Bulgaria	seller	ECC Bulgaria's experience shows that the seller may require proof that the car has been registered in the buyer's country and that VAT has been paid.
Croatia	seller	Information not available
Cyprus	seller	Information not available
Czech Republic	seller	Proof of payment of VAT, copy of registration certificate
Denmark	seller	Information not available
Estonia	seller	Information not available
Finland	seller	Information not available
France	seller	Copy of the tax clearance certificate ("quitus fiscal"), registration certificate
Germany	seller	Registration certificate and tax bill, proof of payment
Greece	seller	Information not available
Hungary	seller	Information not available
Ireland	seller	Proof of payment of VAT in both jurisdictions, proof that the car was exported to Ireland and a copy of the registration certificate
Italy	seller	Information not available
Latvia	seller	Information not available

After purchase

Lithuania	seller	Information not available
Luxem-burg	seller	Proof of payment of VAT
Malta	local fiscal authority of the seller	Information not available
Nether-lands	seller	Information not available
Poland	seller	No formal obligations
Portugal	seller	Information not available
Romania	seller	Proof that the car has been registered in another EU Member State, sometimes proof of payment of VAT
Slovakia	seller	Information not available
Slovenia	seller	Information not available
Spain	seller	Information not available
Sweden	seller	Proof of the obligation to pay tax in the consumer's home country, receipt of the tax payment and registration documents
United Kingdom	seller	Information not available

> A consumer resident in Austria bought a new car from a trader located in Germany. The trader asked for payment of 19 % VAT and informed the consumer that the payment was a security deposit and that the VAT would be refunded upon confirmation that the car had been exported to Austria. Back in Austria, the consumer had to pay Austrian VAT and requested a refund of the German VAT from the trader. In order to do so, the German trader would have needed to issue a new invoice excluding VAT. The German trader, however, did not answer.

VAT rates in the EU and Norway

When purchasing a car, consumers should find out how much VAT they will have to pay. Cars are general consumer goods and as such subject to standard VAT rates.

The VAT is calculated on the price paid for the car, and ranges from 17 to 27 % in the EU. It thus represents an important part of the amount paid for a car.

The European Commission publishes regular reports on "VAT Rates applied in the Member States of the European Union"[226].

In September 2015, standard rates were:

[226] http://ec.europa.eu/taxation_customs/resources/documents/taxation/vat/how_vat_works/rates/vat_rates_en.pdf

How and where to pay VAT: the situation in the Member States

Austria

VAT should be paid to the tax authorities of the municipality in which the consumer's main residence ("Hauptwohnsitz") is situated.

Documents to be presented:

- The invoice for the car purchase (showing the trader's VAT number);
- The COC or an extract of the approval from the general importer of the car brand;
- An identification document;
- The consumer's residential registration form ("Meldezettel").

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Austria. The consumer has to pay the standard fuel consumption tax for second-hand cars bought in other EU Member States to the competent fiscal authority. In the application, the consumer has to inform the fiscal authority that the car is second hand and that VAT was paid in the EU Member State where the car was bought. The fiscal authority verifies the information and does not demand payment of VAT.

Belgium

For a new car, VAT should be paid to any customs office in Belgium.

Documents to be presented:

- The invoice (or any proof of purchase) and any commercial document;
- The registration certificate;
- The consumer will have to fill in a special VAT declaration at the customs office. Customs will then attach a sticker (vignette 705) to the registration application (also called "formulaire rose").

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Belgium.

After purchase

Bulgaria

VAT should be paid to the National Revenue Agency (www.nap.bg).

Documents to be presented:

- A declaration to the tax authorities;
- A copy of the document issued by the seller (an invoice in most cases).

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Bulgaria.

Croatia

VAT should be paid to the Ministry of Finance.

Cyprus

VAT should be paid to the Tax Department (formerly VAT Services Department) (**http://www.mof.gov.cy/mof/vat/vat.nsf/DMLindex_en/DMLindex_en?OpenDocument**).

Documents to be presented:

When selling a vehicle in Cyprus that was imported with an excise duty and VAT waiver, the seller (or buyer) must pay duty and VAT on the vehicle if it is sold within 10 years of import. The duty and VAT are calculated on the value of the vehicle when it was imported, minus yearly depreciation. This could make it difficult to sell the vehicle for a good price.

In order to transfer ownership of a vehicle after purchase, form TOM 9B must be completed and submitted to the DoRT.

The following documents (and at least one photocopy) will also be required:

- Identification (passport or Cypriot residence card) for both buyer and seller;
- DoRT test certificate;
- Proof of the buyer's insurance coverage.

Both seller and buyer must sign form TOM 9B. It is available in English and can be processed at a Citizen Service Centre. If the buyer and seller go together with the necessary documents, the new registration document is issued immediately. If the application and supporting documents are sent to the DoRT, the buyer must return to the DoRT office (approximately 1 week later) to collect the new registration document.

When registering a second-hand car, the consumer may need to present a specific form to show that no VAT is due in Cyprus. If a consumer brings a new vehicle to Cyprus from another EU Member State for private use, the consumer can provide a T2L or T2LF document which can be obtained from the customs service of the Member State from which the vehicle came, or through the vehicle supplier or shipper. These documents prove that the vehicle comes from an EU Member State. For used vehicles, the number plates and the vehicle registration document issued by the Member State in which the vehicle was previously registered may be used. In the event of failure to provide proof that the vehicle comes from the EU, it will be classified as having arrived from a third country and liable to import duty in addition to excise duty and VAT.

Czech Republic

VAT should be paid to the Czech Financial Administration within 10 days of purchase.

Documents to be presented:

- VAT tax declaration with the bill of purchase and a report concerning the acquisition of a new vehicle attached;
- Proof of payment of VAT;
- A copy of the registration certificate.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in the Czech Republic.

Denmark

VAT should be paid to the Danish Customs and Tax Administration.

Further information can be found at www.skat.dk.

Estonia

VAT should be paid to the Estonian Tax and Customs Board (**http://www.emta.ee/?lang=en)**.

Documents to be presented: Proof of purchase of the vehicle.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Estonia.

After purchase

France

For both new and second-hand cars, consumers need to ask the tax authorities for a tax clearance certificate (1993 VT REC “quitus fiscal”) within 15 days of purchase/delivery.

For new cars, the consumer will pay 20 % of the purchase price to the authority in charge of VAT payments on new cars (“Service des impots des entreprises”).

For second-hand cars bought in another EU Member State, no VAT is due in France.

Documents to be presented in order to obtain a tax clearance certificate:

- The invoice or Cerfa n°13754*02;
- Identity card/passport;
- The car registration certificate;
- Proof of residence in France (electricity/gas/phone bill from the previous 6 months, home insurance, rental agreement, etc.).

Cash payments at local government finance offices are limited to EUR 300.

Germany

After purchasing a new car in another EU Member State, the consumer has 10 days to file a tax return and pay 19 % VAT to the tax authority (“Finanzamt”).

For used cars bought in other EU Member States, no VAT is due in Germany. The consumer does not need to obtain a specific form to show that no VAT is due.

Greece

VAT should be paid to the Ministry of Finance.

Documents to be presented:

- The COC for new cars only. If the seller can’t provide this, consumers can contact the manufacturer in their home country to obtain a duplicate for a fee;
- A registration certificate for cars that are already registered;
- Proof of insurance;
- Proof of ownership;
- Proof of roadworthiness;
- Proof of payment of vehicle registration fees/road tax.

Hungary

VAT should be paid to the National Tax and Customs Administration.

Documents to be presented:

As rules for both VAT and registration tax are laid down by the National Tax and Customs Administration, the same documents are needed for payment of VAT as for registration of the vehicle[227].

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Hungary. Only paperwork such as transport documents needs to be submitted.

Ireland

VAT should be paid to the Revenue Commissioners.

Documents to be presented: The same as for the registration[228]. VAT will be charged at the time of registration of the vehicle.

Italy

VAT should be paid to the revenue agency (Agenzia delle Entrate) by filling in form "F24 IVA- Immatricolazione Auto UE" (F24 VAT-registration vehicle –EU).

For information, please see: **http://www.agenziaentrate.gov.it/wps/content/Nsilib/Nsi/Strumenti/Modelli/ModulisticaAP/Modelli+di+versamento+%28F23-F24%29/Modello+F24+IVA+immatricolazione+auto+UE/**.

Documents to be presented: Form F24 IVA immatricolazione Auto UE available at:

http://www.agenziaentrate.gov.it/wps/file/Nsilib/Nsi/Strumenti/Modelli/ModulisticaAP/Modelli+di+versamento+%28F23-F24%29/Modello+F24+IVA+immatricolazione+auto+UE/Modello+utilizzabile+a+partire+dal/Modello+F24+auto.pdf.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Italy. In the Province of Bolzano, the purchase invoice has to be authorised by the revenue agency before it is given to the registration department whereas the Province of Trento accepts a declaration by the consumer.

[227] See page 188.
[228] See page 188.

After purchase

Latvia

VAT should be paid to the State Revenue Service.

Documents to be presented: Within 20 days of the end of the month of purchase, the consumer must pay VAT and submit a statement of VAT payment (using a specific form) to the State Revenue Service.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Latvia.

Lithuania

VAT should be paid to the State Tax Inspectorate.

Documents to be presented: VAT should be included in the invoice for the purchased vehicle and paid by the buyer to the trader.

Luxembourg

VAT should be paid to the customs authority.

Documents to be presented in order to receive the "vignette 705" proving that the car was imported legally:

- The previous registration certificate (if the vehicle has already been put on the road);
- The original COC;
- The original invoice or contract of sale, and possibly proof of payment;
- The registration number, which has to be requested beforehand if the vehicle does not already have one;
- Proof of insurance;
- The national identification number (13 digits) or the tax identification number (11 digits);
- Proof of identity (identity card or passport);
- A residence certificate proving that the person lives in Luxembourg.

Further information at **http://www.guichet.public.lu/citoyens/fr/transports-mobilite/transports-individuels/achat-vehicule-etranger/payer-taxe-vehicule-ue/index.html**.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Luxembourg.

Malta

VAT should be paid to the VAT Department (http://www.vat.gov.mt/en/Pages/Home-Page.aspx).

Documents to be presented:

- A vehicle registration certificate issued by the competent authority of the country from where the vehicle was imported or brought into Malta and, where appropriate, an English or Maltese translation;
- An invoice showing the price, chassis number, engine capacity and maximum authorised mass;
- A declaration of origin and technical data or specifications;
- A certificate of roadworthiness issued in accordance with the Maltese Motor Vehicle Roadworthiness Test Regulations;
- Motor insurance policy documents;
- Inspection form issued by the competent authority upon evaluation of the vehicle, where applicable.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Malta.

Netherlands

VAT should be paid to the Dutch tax authority (Belastingdienst).

Documents to be presented:

- A VAT declaration;
- A calculation of the VAT to be paid.

Both forms are available at the tax authority website[229].

For new cars, an extra form concerning VAT is needed.

[229] http://www.belastingdienst.nl/wps/wcm/connect/bldcontentnl/themaoverstijgend/programmas_en_formulieren/programmas_en_formulieren_particulier

Norway

VAT should be paid to the Norwegian customs authority (Tollvesenet).

Documents to be presented: The same as for registration of the car as VAT is payable at registration[230].

The Norwegian Public Roads Administration must individually approve all second-hand vehicles that are brought into the country at one of its traffic services offices. This must be done before the one-off registration tax and vehicle scrap deposit tax are calculated by Customs and Excise. VAT must be paid to Customs and Excise before a vehicle is presented for individual approval. Upon approval, the Norwegian Public Roads Administration will record the basis for duties and taxes in the motor vehicle register. Further information about the approval process and the tax rates are available from the Norwegian Public Roads Administration.

Poland

VAT should be paid to the Ministry of Finance (**http://www.mf.gov.pl/en/news).**

Documents to be presented: The same as for registration of the car as VAT is payable at registration[231].

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Poland.

Portugal

VAT should be paid to the tax and customs authority (Autoridade Tributaria e Aduaneira – **https://www.e-financas.gov.pt/de/jsp-dgaiec/main.jsp**).

Documents to be presented:

- Invoice;
- Customs declaration form "DAV" (Modelo 22.1110);
- Registration certificate (for used cars);
- COC;
- CO2 emissions document (if this is not mentioned on the COC) issued by a technical inspection centre (CITV);
- Transport document and payment receipt if the car was transported into Portugal.

When registering a second-hand car, the consumer needs to present a document showing payment of VAT in the purchase country or an exemption if applicable.

[230] See page 188.
[231] See page 188.

Romania

VAT should be paid to the local office of the national fiscal administration agency (ANAF) - **www.anaf.ro**.

Documents to be presented: The consumer must fill out and present a registration form (form 301) and pay the VAT. He/she can then ask the local ANAF office to issue a certificate attesting payment of VAT for an intra-EU purchase of a new vehicle. The certificate is issued within 5 days.

When registering a second-hand car, the consumer must obtain a certificate showing that VAT is not due in Romania.

Slovakia

VAT should be paid to the local tax office of the municipality of residence.

Documents to be presented: Within 7 days of purchase the consumer needs to present:

- A VAT declaration form;
- Proof of purchase of the vehicle (invoice, contract of sale, credit contract);
- EUR 1.50 stamp duty.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Slovakia.

Slovenia

VAT should be paid to the Financial Administration of the Republic of Slovenia (FURS).

Documents to be presented:

- DDV-PPS form available at https://e-uprava.gov.si/storitve/pridobiVlogo.esju?id=806;
- Original invoice.

At the same time, the tax authority usually determines the amount of vehicle tax to be paid.

Documents to be presented (Art. 8a of Motor Vehicles Tax Act):

- Original invoice;
- Registration certificate (if the vehicle has already been registered in another county);
- Declaration of conformity with emission standards.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Slovenia.

After purchase

Spain

VAT should be paid to the local tax agency (Agencia Tributaria): http://www.agenciatributaria.es/AEAT.internet/en_gb/Inicio.shtml.

Documents to be presented:

For new cars: Registration tax ("Impuesto de matriculacion") form ("Mod. 576").

For second-hand cars: Patrimonial transfer tax ("Impuesto de trasmisiones patrimoniales") form ("Mod. 620"). This tax is about 4 % of the car's value (**http://www.agenciatributaria.es/static_files/AEAT/Contenidos_Comunes/La_Agencia_Tributaria/Modelos_y_formularios/Declaraciones/Resto_de_modelos/620/mod620e.pdf).**

Sweden

VAT should be paid to the Swedish Tax Authority (**www.skatteverket.se).**

Documents to be presented: The contract of sale or invoice.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in Sweden.

United Kingdom

VAT should be paid to Her Majesty's Revenue and Customs (HMRC).

Documents to be presented: The consumer needs to complete the Notification of Vehicle Arrivals (NOVA[232]) declaration form.

When registering a second-hand car, the consumer does not need to obtain a specific form to show that no VAT is due in the UK.

[232] https://www.gov.uk/nova-log-in

Registration tax

In cases of transfer of a vehicle to another Member State, registration tax might be imposed by the Member State of destination. As there is no harmonisation of vehicle taxation at EU level, Member States are free to impose registration taxes on vehicles that are intended to be used on their territory, provided that the general principles of the TFEU as interpreted by the Court of Justice of the EU are respected. In particular, registration taxes shall respect the principle of non-discrimination contained in Article 110 of the TFEU. In this respect, the Court decided, among other things, that Member States shall guarantee that the tax due on second-hand vehicles transferred from another Member State does not exceed the amount of "residual tax" incorporated in the value of similar vehicles already registered in their territory[233]. Given the lack of harmonisation of registration taxes in the EU, double taxation may occur. However, in order to avoid double taxation in cases where an EU citizen moves to another Member State permanently, a number of Member States provide an exemption from registration or grant a refund of part of the registration fee[234].

National registration procedures

National registration procedures vary between EU Member States and sometimes consumers are faced with obstacles directly linked to the fact that the car was purchased abroad. If a consumer thinks that a decision by a public authority is discriminatory and not in line with EU law, the SOLVIT network can review the case[235]. SOLVIT is a service provided free of charge by the national administrations in each Member State, Iceland, Liechtenstein and Norway. In order to get help, consumers can present their case in their language to the SOLVIT centre of their country.

SOLVIT was created in 2002 by the European Commission and the EU Member States (plus Iceland, Liechtenstein and Norway) for citizens who move or travel abroad and for businesses involved in cross-border activity. It provides **fast and pragmatic solutions to problems** caused by **breach of EU law** by **public authorities**. SOLVIT is an **informal** alternative to other problem-solving mechanisms, such as legal proceedings, formal complaints to the Commission and petitions.

Each Member State has a SOLVIT centre as part of its national administration. To resolve problems, SOLVIT centres cooperate directly with each other via an online database.[236] From January 2014 until September 2015, SOLVIT centres dealt with a total of 92 cases concerning cross-border car purchase and registration.

[233] Case C-47/88 Commission v Denmark, pargraph 20, and Judgement of 9 March 1995, case C-345/93 Fazenda Pública and Ministério Público v Américo João Nunes Tadeu, paragraph 13.

[234] See Commission's Communication of 14/12/2012 "Strengthening the Single Market by removing cross-border tax obstacles for passenger cars", COM/2012) 756final.

[235] http://ec.europa.eu/solvit/index_en.htm

[236] http://ec.europa.eu/internal_market/scoreboard/performance_by_governance_tool/solvit/index_en.htm

After purchase

Home

("The Home centre is the SOLVIT centre applicants turn to when they are having a problem.")

Row Labels	2014	2015	Grand Total
BE	10	5	15
BG	1	2	3
CZ	1		1
DE	9	1	10
DK	1		1
EE	2	1	3
ES	5	2	7
FI	2		2
FR	6	3	9
HR	1	1	2
IE		1	1
IT	4	2	6
LT	1		1
LU	2	2	4
LV	1		1
MT	1		1
NL	5	5	10
PL		2	2
PT	2	2	4
RO	2		2
SE	1	1	2
UK	5		5
Grand Total	62	30	92

Lead

("The SOLVIT centre in the country where the problem occurred")

Row Labels	2014	2015	Grand Total
AT		2	2
BE	7	3	10
BG	1		1
CZ	1		1
DE	3	3	6
DK	1		1
ES	9	3	12
FR	12	6	18
GR	1	1	2
IT	6	1	7
LT	1	1	2
LU	1		1
MT		1	1
NL	2		2
NO		1	1
PL	1		1
PT	8	2	10
RO	4	1	5
SE	2	1	3
SI		1	1
SK		1	1
UK	2	2	4
Grand Total	62	30	92

Examples of cases handled by SOLVIT include registration services responsible for granting national type approvals not accepting tests performed by technical services in other Member States, authorities refusing to register a right-hand drive car and double payment of VAT in country of purchase and country of registration followed by difficulties in getting a refund of one of the payments.

In order to smooth the registration process, consumers should enquire beforehand about the documentation they will need to provide. A non-exhaustive list is given below. Consumers may also check the **fact sheet for their country of registration**.

Austria

Competent registration authority:

The registration office ("Zulassungsstelle") of the municipality in which the consumer's main residence ("Hauptwohnsitz") is situated.

The "Zulassungsstelle" often works closely with an insurance office.

The Austrian Insurance Association ("Versicherungsverband VVO") has a list of all registration offices on its website: **http://www.vvo.at/vvo/vvo.nsf/sysPages/kfzzulassungsstellenauskunft.html**.

Documents to be presented:

- An official identification document (passport, driving licence, etc.);
- A residential registration form ("Meldezettel");
- The COC
- The contract of sale;
- A technical inspection certificate[237];
- Proof of insurance.

More Details: https://www.help.gv.at/Portal.Node/hlpd/public/content/6/Seite.060118.html

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Austria.

[237] See page 73.

Belgium

Competent registration authority:

Direction pour l'Immatriculation des Vehicules/Directie Inschrijvingen van Voertuigen

DIV: http://mobilit.belgium.be/fr/circulationroutiere/immatriculation

Documents to be presented:

- The registration application form ("formulaire de demande d'immatriculation" or "formulaire rose" in French, "formulier aanvraag tot inschrijving" or "roze formulier" in Dutch) filled in by the relevant parties (customs, insurance, etc.);
- The contract of sale or invoice;
- The registration certificate;
- The COC is not mandatory but recommended;
- Proof of payment;
- Proof of third-party liability insurance;
- A technical inspection certificate[238] (for second-hand cars).

In the event of difficulties with the registration authority/administration, consumers can contact the Belgian SOLVIT Centre in order to make a complaint. Whom to contact depends on the level of the administration with which the consumer is having difficulties. For example, in the event of difficulties with the federal administration, the Federal Ombudsman can be contacted (http://www.mediateurfederal.be/fr).

Bulgaria

Competent registration authority:

The traffic police department in the regional department of the Ministry of the Interior.

Documents to be presented:

- A written application;
- Proof of ownership;
- Identity card or passport;
- Proof of third-party liability insurance.

In the event of difficulties with the registration authority/administration, consumers can contact the SOLVIT Centre Bulgaria, 1 Dondukov Blvd., Sofia (solvit@government.bg).

[238] See page 73.

Croatia

Competent registration authority:

Ministry of the Interior

Documents to be presented:

- Personal identification;
- Proof of vehicle ownership;
- Evidence of the technical condition of the vehicle or of a technical inspection[239];
- Proof of payment of all fees required by law;
- COC;
- Proof of insurance.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Croatia.

Cyprus

Competent registration authority:

The Department of Road Transport (DoRT): **http://www.mcw.gov.cy/mcw/rtd/rtd.nsf/index_en/index_en?OpenDocument**

The vehicle registration process differs for vehicles purchased in the EU or first registered in the EU and for those imported from outside of the EU. Left-hand drive vehicles must meet additional requirements.

Anyone bringing a vehicle from another EU Member State to be registered in Cyprus must have paid all necessary taxes and followed the proper import procedures established by the Department of Customs and Excise.

The vehicle must pass a DoRT roadworthiness inspection at an authorised inspection station. The test will check emissions, brakes, suspension, steering, lights and tyres among other things. The test is computerised and generally takes less than an hour.

- List of DoRT inspection stations (PDF) from cyprusdriving.net

Documents to take to the DoRT inspection: All shipping documentation, all customs documentation, the invoice of sale and a CO2 emissions certificate.

[239] See page 73.

After purchase

Once the vehicle passes the inspection, all of the above documents plus the DoRT inspection certificate and insurance certificate should be taken to the DoRT Vehicle Examination Centre for registration. Taxes will be paid at the same time.

Note: If any of the documents are not in English or Greek, they will need to be accompanied with translations provided by the Republic of Cyprus Press and Information Office.

Upon entry into Cyprus, vehicles from EU countries may leave the port of entry with no customs procedures. The exception to this is if the vehicle is brought in by ship; a form must then be produced declaring that the vehicle is imported from within the EU. Regardless of how the vehicle arrives, a declaration-of-presence must be made within 24 hours of arrival. This can be made at the nearest customs office. In the event of arrival on a public holiday or weekend, the declaration must be made on the first working day after the 24-hour deadline. Vehicles from EU countries are automatically exempt from customs duty. However, to apply for an exemption from excise duty, Customs will give the vehicle owner Form C104O, a temporary import registration document. This form should be kept in the vehicle, as customs officials or the police may request to see it at any time. Form C104O is valid for 1 month. Within that month, the owner should register the vehicle or visit the local customs office in order to receive a 2-month extension which is intended to provide the applicant with enough time to apply for the duty and VAT waiver if applicable. Further extensions are likely to be needed until the process is complete. When requesting extensions, further documentation may be required to prove ongoing residency status in Cyprus.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** hosted by the

Competition and Consumer Protection Service of the Ministry of Energy, Commerce, Industry and Tourism,
Tel.: +357 228 67346, +357 228 67282,
e-mail: **solvit@mcit.gov.cy.**

Czech Republic

Competent registration authority: The transport inspectorate at the local municipal offices.

Documents to be presented:

- An application for technical approval for individually imported vehicles;
- An application for registration of the vehicle in the motor vehicle registry;
- The original foreign registration certificate;
- A pre-registration technical inspection form;
- An evidential inspection form ("Protokol o evidenčni kontrole silničniho vozidla") to show whether the vehicle's condition corresponds to the information given in the registration certificate;
- COC;
- Purchase documents (invoice, contract of sale, credit contract);
- Agreement from the vehicle owner (e.g. in cases where a creditor is the owner);
- An International Motor Insurance Card;
- An identity card (for Czech citizens), for foreigners, original documents only (e.g. residence permit, passport).

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Czech Republic.

Denmark

Competent registration authority:

The central motor registry offices of the Danish Customs and Tax Administration (**www.skat.dk**).

- Zealand/Copenhagen and Bornholm: Tax Centre Hoje Taastrup, Helgeshoj Alle 9, 2630 Taastrup; e-mail: **motorcenter@skat.dk**
- Southern Jutland and Funen: Tax Centre Odense, Lerchesgade 35, 5000 Odense; e-mail: **motorcenter@skat.dk**
- Central Jutland: Tax Centre Aarhus, Lyseng Alle 1, 8270 Hojbjerg; e-mail: **motorcenter@skat.dk**
- Northern Jutland: Tax Centre Aalborg, Lyngvej 2, 9000 Aalborg; e-mail: **motorcenter@skat.dk**

Documents to be presented:

- The original vehicle registration certificate;
- Proof of insurance;
- Proof that the car has passed a technical inspection. Otherwise, it will be necessary to perform one.

- A COC is not mandatory. If a car has "EF approval", it will be possible to register it in Denmark. If not, the consumer should try to obtain a declaration that the car meets Danish requirements from the manufacturer, a representative of the manufacturer such as the importer, or an approved testing laboratory.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Denmark if the problem is related to cross-border obstacles encountered in the EU. Otherwise, the authority in question may have their own complaints mechanisms.

Estonia

Competent registration authority:

The Estonian Road Administration – Maanteeamet

Documents to be presented:

- A completed application form;
- Proof of purchase;
- Identification card or passport (or designation of a proxy if the consumer is represented by someone else);
- The COC or an equivalent[240];
- For used cars, the registration certificate;
- Customs documentation if the car is from outside of the EU;
- Other documents if needed.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Estonia.

[240] See page 119.

Finland

Competent registration authority:

Vehicles can be registered at vehicle inspection centres, insurance companies, automotive dealerships and financing companies.

A registration notice must be submitted within 7 days of purchasing a vehicle. The register is maintained by the Finnish Transport Safety Agency (Trafi).

Documents to be presented: The deed of sale is the most important document.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Finland.

France

Competent registration authority:

The departmental administration headquarters (prefecture, as well as some "sous préfectures"): **http://www.interieur.gouv.fr/Le-ministere/Prefectures**. In Paris, the police headquarters ("Préfecture de police") is responsible for this.

Documents to be presented:

For new cars:

- The application form ("demande d'immatriculation") which is available online or at the prefecture;
- The COC or equivalent if the car was first registered after 1997[241]. Specific car types may not be listed in France (camping cars, imported cars from other continents, modified cars, etc.). The consumer will then need an "attestation d'identification a un type CE" which also certifies conformity with EU standards;
- The contract of sale or invoice ("contrat de vente", "facture d'achat");
- An identity card or passport;
- Proof of residence in France (electricity/gas/phone bill less than 6 months old, home insurance, rental agreement...);
- The tax clearance certificate ("quitus fiscal"), issued by the VAT authority;
- A cheque, cash or credit card to pay the registration taxes. Cash payments at local government finance offices are limited to EUR 300.

[241] See page 119.

For second-hand cars the following are also needed:

- The foreign registration certificate/s;
- A roadworthiness certificate valid for at least 6 months for cars older than 4 years. If the car was sold with a valid vehicle inspection certificate from another Member State, this should be accepted in France.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** France. There is also an out of court dispute resolution body for complaints against administration, the "Défenseur des droits"[242], which is a member of SOLVIT.

Germany

Competent registration authority:

The local registration office ("Zulassungsstelle") of the city or district.

Documents to be presented:

- Identity card or passport;
- All foreign registration papers;
- The COC (recommended but no longer mandatory) or a technical inspection report or equivalent if no COC is available[243]
- Technical and emission inspection forms;
- A contract or an invoice ("Kaufvertrag", "Rechnung");
- Proof of insurance in the form of the electronic insurance confirmation number (eVB);
- Proof of bank account (the German car tax will be automatically debited from that account);
- Tax declaration form for new cars.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Germany.

[242] http://www.defenseurdesdroits.fr/contact

[243] See page 119.

Greece

The competent registration authorities are the regional authorities

(http://www.ypes.gr/el/Regions/Aytodioikhsh/Perifereies/Perifereiakesenothtes).

Documents to be presented: The same as for payment of VAT plus proof of VAT payment[244].

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Greece.

Hungary

Competent registration authority:

Central Office for Administrative and Electronic Public Services and registration authorities.

Documents to be presented:

- The contract relating to the transfer of ownership or a certified copy and, if it is not in Hungarian, a certified translation;
- A document issued by the traffic authority stating the technical details and condition of the vehicle;
- In certain cases, a document with the results of the vehicle origin/history check;
- The foreign vehicle registration certificate if it has been issued;
- The foreign registration plates of the car unless they have already been withdrawn by the foreign registration authority;
- Proof of insurance.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Hungary.

[244] See page 172.

Ireland

Competent registration authority: The Revenue Commissioners.

A vehicle must be registered before it can be licensed for motor tax purposes. The National Car Testing Service (NCTS) has been appointed by the Revenue Commissioners to carry out a range of vehicle registration functions on their behalf.

Documents to be presented:

- Proof of identity, i.e. a passport or a driving licence, along with the vehicle and all the other required documentation.

A used vehicle presented for registration must be accompanied by:

1. Evidence of previous registration, e.g. foreign certificate of registration, a certificate of permanent exportation or a certificate of de-registration;
2. A completed Vehicle Registration Tax (VRT) Vehicle Purchase Declaration Form for each vehicle being registered;
3. An invoice with the date of purchase/sale clearly indicated;
4. Documentation with the registered owner's name and address (utility bill, bank statement);
5. Personal Public Service Number (PPSN) of the person in whose name the vehicle is to be registered. When an authorised trader (TAN Holder) registers a vehicle on behalf of a customer, they should give their Revenue Customer Number (i.e. VAT or corporation tax (CT) number) in place of the PPSN of the person in whose name the vehicle is being registered;
6. Satisfactory evidence of the date of entry of the vehicle into the State. This can include shipping details, travel documents or evidence of vehicle storage outside the State in cases where the invoice is dated more than 30 days earlier than the date on which the vehicle is presented for registration;
7. Where an exemption from VRT is claimed, the exemption notification issued by Revenue;
8. Documentation (as approved by the Revenue Commissioners) confirming the level of CO2 emissions of the vehicle at the time of manufacture. If this is not available at the time of registration, VRT will be charged at the highest rate applicable.
9. Documents 1-5 above are compulsory and the vehicle will not be registered unless they are all presented with it at registration.
10. A new vehicle presented for registration must be accompanied by:
11. European Community Whole Vehicle Type Approval (ECWVTA), COC, Individual Vehicle Approval (IVA) or National Small Series Type Approval (NSSTA). If the vehicle has been registered previously, evidence of previous registration (e.g. foreign certificate of registration, a certificate of permanent exportation or a certificate of de-registration) will be required;
12. A completed VRT Vehicle Purchase Declaration Form for each vehicle being registered;
13. An invoice with the date of purchase/sale clearly indicated;
14. Documentation with the registered owner's name and address (utility bill, bank statement);

15. PPSN of the person in whose name the vehicle is to be registered. When an authorised trader (TAN Holder) registers a vehicle on behalf of a customer, they should give their Revenue Customer Number (i.e. VAT or CT number) in place of the PPSN of the person in whose name the vehicle is being registered;
16. Satisfactory evidence of the date of entry of the vehicle into the State. This can include shipping details, travel documents or evidence of vehicle storage outside the State in cases where the invoice is dated more than 30 days earlier than the date on which the vehicle is presented for registration;
17. Where an exemption from VRT is claimed, the exemption notification issued by Revenue.

Documents 1-5 above are compulsory and the vehicle will not be registered unless they are all presented with it at registration.

When it has been established that the vehicle is eligible for registration, the consumer will be presented with a document containing the vehicle details which he/she will be asked to sign as confirmation that he/she wishes to register the vehicle.

Following confirmation, Revenue will assign a registration number to the vehicle and this will be issued by the NCTS on payment of the tax due.

The vehicle registration certificate will be issued by the Department of Transport, Tourism and Sport.

Good to know: Anyone importing a vehicle into Ireland will have 7 days to make an appointment for the pre-registration inspection and 30 days to complete the registration process. After the vehicle owner registers and pays the Vehicle Registration Tax, a registration number is assigned to his/her car. The registration number must be displayed within 3 days. Failure to display the new registration number is an offence and can lead to a fine by An Garda Síochána.

In the event of difficulties with the registration authority/administration:

Vehicle registration-related decisions made by the Revenue Commissioners can be appealed. The first stage of the process consists of the re-examination/assessment of the matter under appeal by a senior manager within Revenue who was not involved in the original decision. If consumers are dissatisfied with the outcome of the first stage of the process, they may proceed to the second stage of the process by further appealing the decision to the Appeal Commissioners. The Appeal Commissioners, who are appointed by the Minister for Finance, are completely independent of the Revenue Commissioners.

The Office of the Ombudsman examines complaints about the administrative actions of government departments and offices, including the Revenue Commissioners.

The Office of the Appeal Commissioners:
8th Floor, Fitzwilton House, Wilton Place, Dublin 2.
Office of the Ombudsman:
18 Lower Leeson St., Dublin 2.

Italy

Competent registration authority: Department of Motor Vehicles ("Ufficio Motorizzazione Civile")

Documents to be presented:

For new cars:

- A copy of the consumer's identity card;
- A declaration of residence;
- A registration form (NP2C): http://www.aci.it/i-servizi/guide-utili/guida-pratiche-auto/modulistica-pra.html;
- An original COC;
- A document (form F24) confirming payment of VAT ("Imposta sul valore aggiunto – IVA");
- The purchase invoice;
- A technical inspection certificate[245].

For used cars:

- Form NP2C;
- The registration certificate ("carta di circolazione");
- An original or copy of the COC, or a technical data sheet ("scheda tecnica") issued by an authorised body (data sheets are not accepted by all Italian administrative departments);
- The purchase invoice;
- A technical inspection certificate[246].

Requirements can differ depending on the department handling the registration request, especially in regions with special statues (Friuli-Venezia Giulia, Sardinia, Sicily, Trentino-Alto Adige/Sudtirol and Valle d'Aosta). It is therefore advisable to contact the competent department before importing your car to Italy.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Italy.

[245] See page 73.
[246] See page 73.

Latvia

Competent registration authority: The Road Traffic Safety Directorate (CSDD)

Documents to be presented:

- A note concerning verification of the numbered components of the vehicle.
- The foreign registration certificate of the vehicle;
- A document proving the right of ownership of the vehicle issued abroad or in the customs zone, or, if the vehicle was bought in Latvia, an invoice, or the contract witnessed by a sworn notary or by another person in accordance with Article 1474 of the Civil Law;
- If applicable, proof that the vehicle was imported into the EU in accordance with the legal requirements (customs declaration);
- A personal identification document (passport, driving licence or permit issued in Latvia). The application can be submitted by the owner of the vehicle or his/her authorised representative;
- Proof of payment of vehicle use tax or company car tax (in both cases, if the tax is paid at CSDD, EUR 0.73 commission is charged);
- Proof of payment of natural resource tax (EUR 40) in the case of goods vehicles weighing up to 3 500 kg, cars, and motorised tricycles and quadricycles (if paid at CSDD, EUR 0.73 commission is charged);
- Proof of payment of car and motorcycle tax, if applicable (if paid at CSDD, EUR 0.73 commission is charged);
- Proof of payment for registration, a registration certificate and number plates (EUR 44.22 for cars and buses, EUR 31.02 for trailers, motorcycles and mopeds);
- A COC or equivalent if applicable[247].

The COC is not needed for:

- Vehicles first registered before 1 January 2001, or vehicles registered after January 1 2001 but with a year of manufacture or model year of 2000 or earlier, as indicated in the foreign registration certificate;
- Cars, motorcycles, and motorised tricycles and quadricycles first registered after 1 January 2001 and buses, goods vehicles, trailers and semi-trailers first registered after 29 April 2009 which have passed a type conformity assessment carried out in accordance with EU requirements as shown by a type approval marking on the manufacturer's plate;
- Cars, mopeds, motorcycles, motorised tricycles and quadricycles, goods vehicles, trailers and semi-trailers first registered after 1 January 2001 in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or the United Kingdom which have not passed a conformity assessment carried out in accordance with EU requirements;

[247] See page 119.

- Cars, mopeds, motorcycles, motorised tricycles and quadricycles, goods vehicles, trailers and semi-trailers first registered after 31 December 2011 in Bulgaria, Czech Republic, Estonia, Cyprus, Lithuania, Hungary, Malta, Poland, Romania, Slovenia or Slovakia which have not passed a conformity assessment carried out in accordance with EU requirements.

In the event of difficulties with the registration authority/administration, to appeal against an administrative decision, consumers can contact the CSDD at the following address:

Miera Street 25, Riga, Latvia, LV-1001.

In certain cases, consumers can also contact the Ministry of Transport of the Republic of Latvia.

Address: Gogola Street 3, Riga, Latvia, LV-1743

e-mail: **satiksmes.ministrija@sam.gov.lv**

Tel.: +371 670 28205

Lithuania

Competent registration authority: State Enterprise "Regitra"

Documents to be presented:

- Personal identification (passport, identity card);
- The contract of sale;
- Proof of insurance;
- A technical inspection report;
- The foreign registration certificate for cars previously registered abroad.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Lithuania.

Luxembourg

Competent registration authority: Societe Nationale de la Circulation Automobile (SNCA)

Documents to be presented:

For new cars:

- A vehicle transaction request form ("Demande de transaction automobile");
- Documents related to the car;
- Consular fee payment stamp ("droit de chancellerie") to the value of EUR 50. This shows that a fee has been paid to the consulate of the relevant country for the attestation of a document's validity;
- The invoice of sale;
- Proof of payment of VAT;
- Proof of insurance from an insurer accredited in Luxembourg;
- Customs clearance;
- A COC or equivalent[248].

For second-hand cars, the same documents are required as for new cars, except for proof of VAT payment and plus proof of foreign registration.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Luxembourg.

Malta

Competent registration authority:

The Transport Malta Authority (**http://www.transport.gov.mt/)**

Documents to be presented:

For new cars:

- The completed registration form for new vehicles;
- A COC or equivalent[249];
- A declaration by the manufacturer that the vehicle complies with the emission-level standards established under Directive 70/156/EEC relating to the type-approval ;
- Evidence of payment of duties to customs if the vehicle is imported from a non-EU country;

[248] See page 119.
[249] See page 119.

- An invoice issued by the manufacturer or by an authorised agent of the manufacturer showing the cost of the vehicle and, in the case of goods or off-road vehicles, the engine capacity and maximum authorised mass (the maximum load that can be carried safely), and other documents showing the cost, insurance and freight (CIF) price (the cost of delivering the vehicle by sea to the nearest port);
- Proof of insurance;
- Documentation confirming the consumer's name and address.

For second-hand vehicles:

- Deposit form VEH 03;
- Completed application forms (VEH 01 and VEH 02 for individuals and VEH 25 for car dealers) downloaded from www.transport.gov.mt;
- A valuation printout signed by the Transport Malta Technical Unit. The registration value on the valuation printout is valid for the month in which it is issued and until the end of the following month;
- The original foreign registration certificate ("log book") signed by the seller and the buyer. In the absence of any signatures, the buyer must provide Transport Malta with either a private contract of sale between both parties or an application form to transfer a vehicle (form VEH 50). These must always be witnessed;
- For vehicles brought into Malta from the UK or Ireland, either:

An Odometer Certificate of Authenticity issued by a body approved by Transport Malta showing the vehicle's authentic odometer reading. Approved agencies:

JEVIC UK LTD, Building 46, Dunsfold Park, Cranleigh, Surrey, GU6 8TB, United Kingdom

Tel.: (UK) +44 01483 276900, (Malta) +356 355 05155, Fax: +44 01483 331701/273250

e-mail: info@jevic.co.uk

CAR-PASS, Belgium, CAR-PASS v.z.w., Woluwedal 46/2, 1200 Brussels, Belgium

Tel: +32 27735056, e-mail: info@car-pass.be

or

An original valid roadworthiness certificate showing the latest odometer reading issued in another EU Member State by any roadworthiness testing station issuing odometer certificates;

- A Notice of Arrival. This must be original and rubber stamped by the shipper and in the name of the person to whom the vehicle will be registered. If anyone imports a vehicle in another person's name, they must present a declaration at the Land Transport Directorate confirming that the vehicle was brought into Malta for the sole use of the other person. The declaration has to be signed by both parties;
- The foreign plates;
- A valid insurance policy certificate, starting from the date of registration (the vehicle must be insured whilst in use for the necessary inspections);
- A Vehicle Roadworthiness Test (VRT) certificate (not required if less than 4 years have passed since the vehicle was first registered);

- A board resolution by the company secretary if the vehicle is registered on behalf of a company;
- Payment as follows: EUR 50 inspection fee, EUR 15 registration fee over the counter or EUR 10 registration fee online, registration tax, annual circulation fee, plates and an administrative fine of EUR 30 per day where applicable.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Malta.

Netherlands

Competent registration authority: Rijksdienst voor Wegverkeer (RDW)

Documents to be presented:

- A COC or equivalent[250] (As of 1 January 2016, cars in the Netherlands are registered on the basis of a digital COC in line with EU requirements);
- The registration certificate of the previous owner;
- Proof of ownership;
- Proof that VAT has been paid;
- The foreign vehicle registration certificate;
- An identity card;
- Proof of insurance;
- A technical inspection certificate[251].

In the event of difficulties with the registration authority/administration, consumers can contact the National Ombudsman

Postbus 93122
2509 AC Den Haag
https://www.nationaleombudsman.nl/

[250] See page 119.
[251] See page 73.

Norway

Competent registration authority: Statens Vegvesen[252]

Documents to be presented:

- The transit document;
- The invoice or contract of sale showing the purchase price and any freight invoices and documentation of other fees charged on the vehicle before it crossed the Norwegian border (e.g. insurance);
- The original foreign registration document;
- If possible, a COC or equivalent[253]. When importing new vehicles for which the COC is submitted, consumers can, in most cases, pay the vehicle tax simultaneously with the VAT;
- Proof of insurance.

In the event of difficulties with the registration authority/administration, consumers can contact the

Consumer Council (**www.forbrukerradert.no)**

e-mail: **post@forbrukerradet.no**

Tel.: + 47 23 400 500

Poland

Competent registration authority:

The local district governor's office ("starostwo powiatowe"), the second-level unit of local government and administration in Poland. There are 380 such units.

Documents to be presented:

- Completed car registration application form (available for download from the district governor's office website);
- Identity card or passport;
- The invoice or the contract of sale;
- The COC, if it exists, or equivalent[254];
- Proof of registration of the vehicle (if the car was already registered by someone else).

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Poland.

[252] http://www.vegvesen.no/
[253] See page 119.
[254] See page 119.

Portugal

Before starting the registration procedure, consumers should read the information available at the competent authority websites: Transport and Mobility Authority: http://www.imtt.pt/sites/IMTT/Portugues/Veiculos/Matriculas/Paginas/Matriculas.aspx;

Tax and Customs Authority: http://www.dgaiec.min-financas.pt/pt/informacao_aduaneira/Veiculos/isv_index.htm.

In the event of difficulties or language issues, consumers should contact a SOLVIT Centre.

Documents to be presented:

For new cars:

- Application form (Modelo 9), see http://www.imt-ip.pt/sites/IMTT/Portugues/Formularios/Documents/Mod9IMT.pdf;
- COC or equivalent. For new cars without a COC but with a national approval number, a certificate issued by the manufacturer or the relevant national administration regarding the technical characteristics of the car is needed. For those without a COC or a national approval number, documentation with the technical characteristics of the car and applicable regulations issued by the authorities of the country of origin must be provided;
- A VAT payment receipt;
- Personal identification of the owner;
- Proof of payment of vehicle tax.

For used cars:

- Application form (Modelo 9);
- Original or copy of a COC, unless no COC exists but the car has a national approval number. For used cars without a COC or national approval number, consumers will need to provide the original document with the country of origin approval number or a certified copy;
- Form "Modelo 112" to be issued by a designated technical service (Centro de Inspeção Técnica de Veículos – CITV);
- Personal identification of the owner;
- A VAT payment receipt;
- A copy of the original car registration document certified by customs;
- Proof of payment of vehicle tax.

Note: For the purposes of the Portuguese registration authority (Transport and Mobility Authority – IMT), a used car is any car that has been licensed, even temporarily, i.e. that has been provided with a temporary licence plate.

In the event of difficulties with the registration authority/administration, consumers can contact the SOLVIT Centre Portugal.

Romania

Competent registration authority:

The driving licence and vehicle registration services in the county headquarters (prefecture) located in each county seat (http://gov.ro/ro/guvernul/organizare/prefecturi).

Documents to be presented:

- Registration file: This is usually A5 or A4. On one side it has the car's technical data as presented on the car identity card and on the other side, details of the buyer and the seller. The file must have a stamp from the local tax authorities showing that the owner has been taken into account as regards future payment of tax on the car (original);
- Request for registration filled in and signed by the person making the request (original);
- Compulsory insurance in the name of the person making the request, valid for at least 6 months and in force at the moment of the request (copy and original);
- Proof of payment for the registration certificate: RON 37 (approx. EUR 8.40) payable at branches of CEC Bank (original);
- Proof of payment of registration tax: RON 60 (approx. EUR 13.50) for vehicles weighing up to 3 500 kg, RON 145 (approx. EUR 33) for those above 3 500 kg (original);
- Decision regarding calculation of the environment stamp tax, along with proof of payment. The decision is issued by the branch of the national agency of fiscal administration (ANAF) in the place where the person making the request is resident and is based on the car's emissions. Payment can be made at ANAF offices (copies and originals on request);
- Proof of ownership of the car, i.e. the contract of sale (original and copy);
- The car identity card issued by the Romanian Automotive Register (RAR) after an approval check (original and copy);
- Personal identity card (original and copy);
- Authenticity certificate for the car issued by the RAR, along with the car identity card for cars previously registered in other countries. It is valid for 60 days.(original);
- Proof of periodic technical inspection issued by the RAR for cars previously registered in other countries (original);
- Certificate attesting payment of VAT for intra-EU purchases of new vehicles or a certificate showing VAT is not due in Romania if the vehicle is not new. The certificate is issued by ANAF;
- Registration documents issued by foreign authorities (original);
- Number plates from the country of registration;
- COC or equivalent[255].

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Romania.

[255] See page 119.

Slovakia

Competent registration authority:

District Transport Inspectorate ("Okresny Dopravny Inšpektorat").

Documents to be presented:

- An application for registration of a vehicle in the motor vehicle registry;
- The vehicle registration certificate for an individually imported vehicle;
- Proof of purchase of the vehicle (invoice, contract of sale, credit contract);
- Valid identification;
- COC for new cars or equivalent;[256]
- Consent of the vehicle's owner (such as in cases where a creditor is the owner);
- Proof of the identity of the vehicle and of its history ("Kontrola originality") (average costs: EUR 60-120);
- Proof of mandatory insurance;
- A technical inspection certificate.[257]

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Slovakia.

[256] See page 119.
[257] See page 73.

Slovenia

Competent registration authority:

Any car registration office in Slovenia, regardless of the consumer's place of residence. All offices are listed at http://www.avp-rs.si/images/dokumenti/vozila/Registracijske_organizacije-internet-15.7.2014.pdf.

Documents to be presented:

- The foreign registration certificate;
- The invoice or contract of sale;
- The COC or equivalent;[258]
- Proof of insurance;
- Valid identification;
- Proof of the vehicle's roadworthiness (not older than 30 days) except for vehicles exempt from roadworthiness testing in accordance with Article 211 of the Road Traffic Safety Act;
- Other relevant documents (a document showing the origin and ownership of certain components of the vehicle if, due to alterations, the actual data differ from those written on the vehicle registration document).

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Slovenia.

Spain

Competent registration authority:

Direccion General de Trafico" (Traffic General Direction). Further information can be found at **https://sede.dgt.gob.es/es/tramites-y-multas/.**

Documents to be presented:

- A notification form for the transfer or sale of a vehicle;
- Proof of transfer of ownership (contract, invoice if legal persons are involved, receipt, etc.) and personal identification;
- The consumer's Spanish tax identification number or Foreigner Identification Number;
- COC or equivalent[259];
- A technical inspection certificate[260].

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Spain.

[258] See page 119.

[259] When a vehicle passes the Spanish border, the TARJETA ITV (technical inspection certificate) is required and to get the ITV fact sheet, the COC is needed. If the ITV fact sheet can't be provided, a REDUCED technical inspection certificate could be accepted instead of the COC (as an authorisation document for an imported vehicle). The inspection centre will have a list of professionals capable of generating this reduced certificate.

[260] See page 73.

Sweden

Competent registration authority:

The Swedish Transport Agency – Transportstyrelsen (http://www.transportstyrelsen.se/en/road/Vehicle)

Documents to be presented:

If the car is brought to Sweden from within the EU:

- Consumers must apply for a verification of origin. This is aimed at checking where the vehicle comes from, its identity, whether the documents supplied are authentic and original and that it is not stolen. The application fee is SEK 600 (approx. EUR 64), which must be paid in advance;
- Completed application form;
- The contract of sale or invoice;
- Registration document(s): the originals of all parts of the existing registration certificate, if more than one have been issued;
- Proof of payment of VAT for new cars;
- COC or equivalent[261], a manufacturer's certificate (if a registration document or a COC has not been issued) or a CE type approval certificate for new and unregistered all-terrain vehicles or snowmobiles.

If the car is brought to Sweden from outside the EU:

- The documents indicated above;
- A customs document.

Original documents required by the Swedish Transport Agency in conjunction with the application will be archived at the Agency. They will not be returned.

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** Sweden.

[261] See page 119.

United Kingdom

Competent registration authority: Driver and Vehicle Licensing Agency (DVLA)

Documents to be presented:

- The consumer must show that the vehicle meets environmental and safety regulations or has an exemption;
- A COC if the vehicle is right-hand drive;
- A COC and a certificate of Mutual Recognition if the vehicle is left-hand drive;
- An Individual Vehicle Approval (IVA) certificate if the vehicle has no European approval;
- A technical inspection certificate[262].

In the event of difficulties with the registration authority/administration, consumers can contact the **SOLVIT Centre** UK.

[262] See page 73.

Guarantees and warranties

In 2015, the ECC-Net published a report entitled "Commercial warranties - Are they worth the money?"[263]. This extensive report compares the legal guarantee and commercial warranty schemes in the EU Member States, Iceland and Norway and analyses whether commercial warranties are worth the additional cost. The commercial warranties report has a specific section on "The new and second-hand vehicle sector"[264] and extracts from the commercial warranties report have been included in this report.

Also, evidence of recurrent problems in the car sector has been seen by other consumer bodies, such as the Finnish Competition and Consumer Authority[265] which provides extensive help in this regard.

[263] http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/Garanties_2014_FINAL.pdf

[264] Page 84 ff

[265] http://www.kkv.fi/en/facts-and-advice/defects-and-delays/cars/

The legal guarantees

The legal guarantee to which every European consumer is entitled was introduced by Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees ("the Consumer Sales and Guarantees Directive")[266]. This is a minimum harmonisation directive which takes into account pre-existing rules in several Member States providing a higher level of protection for consumers with regard to the non-conformity of goods.

Understanding these national differences is important when it comes to cross-border trade as sellers tend to apply the legislation of their country, unless they target specific countries through online sales or other distance-selling means and have developed country-specific after sales services.

Duration of the legal guarantee

The Directive provides for a 2-year legal guarantee of conformity, from the date of delivery of the item to the consumer.

The majority of countries have implemented this but **7 countries apply a longer duration and 4 of them take into account the expected lifespan of the product (cars usually have an expected lifespan of longer than 2 years). In 14 countries, the time limit can be reduced for second-hand cars but not to less than 1 year**[267].

The EU legal guarantee allows consumers to request repair or replacement of defective goods, or in some cases a refund.

[266] http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:31999L0044&from=EN

[267] See summary table of the report http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/tableau_EN.pdf

Good to know:

If a car is defective, consumers should not repair it right away without informing the seller. In most countries, the legal guarantee rules foresee a hierarchy of remedies and a possibility for the seller to repair or replace defective items first*

* See page 27 ff of the legal guarantees and commercial warranties report.

A Lithuanian consumer purchased a used car in Poland for EUR 34 000. It subsequently turned out that the car had engine failure. The seller ignored the consumer's complaint. The consumer had the car repaired at his own expense in a Lithuanian garage. Thanks to the intervention of the ECC-Net, the Polish trader refunded the cost of repair (EUR 8 000).

Several Member States also offer legal guarantees against hidden defects[268] in cases where the problem is not obvious or apparent. The main advantage of this guarantee for consumers is the starting point of the period in which they can take legal action against a seller.

Whereas under non-conformity rules the starting point is the moment of delivery of the item, under hidden defect rules it is the date on which the consumer discovers the hidden defect.

The prescription period is thus longer which may be of advantage to the consumer if he/she discovers a defect more than 2 years after purchase.

In some countries, an action based on hidden defects allows the consumer to make a claim against any intermediary in the sale chain, up to and including the producer.

[268] See page 47 ff of the legal guarantees and commercial warranties report.

After purchase

In 2007, a French consumer purchased a second-hand car with an odometer reading of 16 873 km from a trader based in Germany. In 2012, the engine failed. At this point, the odometer read 95 378 km. The consumer organised an inspection through his insurance company.

The expert carrying out the inspection contacted the seller and the German representative of the manufacturer, but to no avail. He then tried the French representative but they didn't see that it was their problem as the car had been produced in Germany and the commercial warranty had expired in 2010.

The expert's report concluded that the damage resulted from an engine defect. Repair costs were estimated at EUR 9 000.

The consumer got in touch with a French lawyer who launched proceedings against the seller. During this process, the car has not been repaired on the lawyer's advice.

The seller contested the action and a French court found in the seller's favour. The consumer had to pay court costs and compensation to the seller.

From a legal point of view, taking action against the seller based on the legal guarantee of conformity was impossible (the prescription period of 2 years from delivery had expired). A claim against the seller on the basis of the French guarantee against hidden defects was possible only if French law applied (which was not the case as the car had been purchased on the premises in Germany and so German law applied).

The consumer then contacted ECC France who explained that, on the basis of the French expert's report, a claim was only possible against the German manufacturer, since the car was produced in Germany.

After contact from ECC Germany, the manufacturer told the consumer to send the car to a brand dealer in Germany.

Two months later, in September 2014, the consumer confirmed that the car had been fully repaired, with a new engine fitted, free of charge in Germany.

After purchase

It has to be noted that the Commission study on the functioning of the market for second-hand cars(269) showed that only 57 % of consumers surveyed received information on their consumer rights to a legal guarantee as part of the purchase process, either in the advert for the car or from being informed by the dealer. In the mystery shopping task, only 5 % of traders spontaneously provided information on consumer rights to a legal guarantee.

(269) http://ec.europa.eu/consumers/consumer_evidence/market_studies/docs/2ndhandcarsreportpart1_synthesisreport_en.pdf

Burden of proof of the existence of a defect

Most problems reported by ECC-Net members concern the burden of proof of the existence of a defect, especially in the second-hand car sector.

In principle, in any legal dispute, the party who claims application of a right must prove its case. Exceptionally, this burden of proof can be reversed. All Member States introduced this reversal of burden of proof in favour of the consumer in their national law. Five went further by extending the normal 6-month duration of the reversal[270].

According to Article 5.3 of the Consumer Sales and Guarantees Directive, "Unless proved otherwise, any lack of conformity which becomes apparent within six months from delivery of the goods shall be presumed to have existed at the time of delivery".

So, once the consumer has proven the existence of a defect, the seller[271] is automatically considered liable, unless he/she can produce proof that the item was not defective at the time of delivery or "unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity"[272].

Working out who bears the burden of proof is the first step in the application of the legal guarantee, especially considering the imbalance between professional sellers who have easy access to means of proof such as expert opinions and consumers, who do not. Once the period of reversal of burden of proof is over, the consumer will have to prove that the defect existed upon delivery and, in most countries, this makes making a claim problematic if a defect appears more than 6 months after delivery.

It is the ECC-Net's experience that practices in the Member States vary considerably and the possibility for a consumer to prove the existence of a defect depends on the availability of independent expert opinions and on their acceptance by the sellers concerned.

Big retailers can often easily provide an expert opinion from a technical service with which they work stating that a defect is due to misuse by the consumer. The consumer might question the independence and objectivity of such a statement, but it will be difficult for him/her to find an independent repairer willing to give a second opinion and even if he/she finds one, the costs involved are often considerable. Also, while this second opinion might corroborate the consumer's story, unless it is requested by a judge, it has no legal value as such and the

[270] See summary table of the legal guarantees and commercial warranties report.http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/tableau_EN.pdf

[271] See page 13 of the legal guarantees and commercial warranties report on the direct liability of the seller.

[272] Article 5.3 of the Consumer Sales and Guarantees Directive.

trader may simply disregard it. From a practical point of view, an opinion in a language other than that of the seller's country will often be disregarded.

When advising consumers, ECCs inform them of the possibility of proving non-conformity, while stressing that, if possible, they should try to reach agreement with the seller first. This is likely to allow consumers to avoid incurring significant costs which traders may be reluctant to reimburse, unless ordered to do so in court.

Many consumers shy away given the costs involved, especially as they are not technical experts themselves and so cannot be sure of the outcome or whether the seller will foot the bill(273) and apply the legal guarantee.

In this regard, countries with third party testing bodies to assist consumers with providing proof are of particular interest.

The Consumer Sales and Guarantees Directive does not require any particular form of proof from the consumer or the seller. The relevant country's national rules apply.

In Slovakia, during the 12-month period of reversal of burden of proof, a seller can reject a claim by providing an expert opinion showing that a defect was caused by the consumer. The expert opinion must be submitted to the consumer at the seller's expense. It is then up to the consumer to prove that he/she did not misuse the item.

In most countries, the consumer can prove the existence of a defect by "any legal means", but as soon as the seller has provided an expert opinion, the consumer may need a second opinion. In some Member States, such as Greece[274], Slovakia or Finland, it is quite easy to get an expert opinion, but the fees are relatively high.

Many Danish out of court dispute settlement bodies have their own experts who can provide an opinion where necessary. Consumers can also contact the consumer organisation, FDM.

In Italy and Poland, consumers can get assistance from regional trade inspectorates or chambers of commerce which provide lists of experts. Courts also have such lists.

In Malta, an expert can be appointed by the Consumer Claims Tribunal.

In the Czech Republic[275], Hungary[276] and Slovenia, the Ministries of Justice have official lists of independent experts whom consumers and sellers can contact.

In Bulgaria, in the event of a court procedure, an expert is appointed by the judge from a list.

In Latvia, if the seller refuses the consumer's claim, the consumer has the right to request an independent

[273] Article 3.2 states that, "In the case of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity free of charge by repair or replacement," but "The terms "free of charge" in paragraphs 2 and 3 refer to the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials." There is no reference to any prior action aimed at establishing the existence of a defect.

[274] Mechanics who are members of the Technical Chamber of Greece (TEE-TCG) can provide consumers with expert opinions, which can be given as evidence before a court or an out-of-court resolution body.

[275] A list of independent experts can be found at www.justice.cz.

[276] http://igazsagugyiinformaciok.kormany.hu/igazsagugyi-szakertok-adatbazisa. Forensic examinations can be carried out by experts included in this database.

expert opinion. The procedure is regulated by Cabinet Regulations according to which the consumer is entitled to select an expert listed in the Latvian Consumer Rights Protection Centre database. If the expert confirms the product's lack of conformity, the seller must reimburse the expert's costs, as well as satisfying the consumer's claim.

In Lithuania, national institutions might assist with providing proof (e.g. State Non-Food Products Inspectorate).

In the United Kingdom, there is a limited number of sector-specific out of court dispute resolution bodies (e.g. The Furniture Ombudsman) with the expertise to produce such reports. These can be fairly costly and consumers may be required to pay upfront, although in most cases the 'loser' in the argument is meant to end up paying. That said, consumers seem to struggle to find an appropriate source of expertise for electronic goods, etc..

Consumers can also seek help from private and independent experts or automobile federations. In Norway, consumers should ask a garage for a report on the condition of the car with an estimation of the cost of repair or of the value of the car with the fault.

A consumer resident in Austria bought a second-hand car for EUR 18 500 from a trader located in Germany. The consumer travelled to Germany to collect the car. The day after purchase, the dashboard showed a problem with the malfunction indicator light. The car was inspected by an expert in Austria. He informed the consumer that the intake pipes were defective and that the car had to be repaired immediately in order to avoid further damage. The expert also said that it was obvious that the trader knew about the defect. The repair costs were estimated at EUR 1 500. The consumer contacted the trader and demanded a repair. The trader was not willing to repair the car or refund the EUR 1 500. The ECC-Net couldn't help as the seller was of the opinion that the consumer knew about the defect, claiming that the car had been sold with a discount of EUR 3 000. Even though the ECC informed the seller that the burden of proof was on him, he wasn't willing to try to find an amicable solution.

> A consumer living in France purchased a new car from a garage in Luxembourg in August 2014. The vehicle was delivered in late-October 2014 but broke down soon after and was sent back to the garage for repair. Over the following months, the car broke down several times due to various mechanical and electronic problems. After the consumer contacted the seller, the seller asked the manufacturer to exchange the car or provide a refund. The manufacturer refused and ECC Luxembourg intervened to remind the seller that, under the legal guarantee of conformity, the seller is liable, not the manufacturer. Following this, the consumer obtained an exchange of the vehicle for a new equivalent model.

Commercial warranties

Legal guarantees are mandatory and must be provided at no extra cost by the seller. However, commercial warranties offered against payment are becoming more and more common. **Nonetheless, they are not always worth the extra cost as, in some cases, they do not add to the legal protection already in place in the EU, Iceland and Norway.** In the new and second-hand car sector, consumers are often offered the possibility to sign up for a commercial warranty. For new cars, the commercial warranty is usually offered by the producer, for second-hand cars it can also be offered by the seller or an independent guarantor.

The commercial warranty is a voluntary service offered by the seller, producer or a third party. It is important to note that a commercial warranty cannot affect the consumer's rights under the EU legal guarantee. Rather it should upgrade them, for example, by having a longer duration, covering situations not covered by the legal guarantee, or offering additional services such as repair at home.

A study conducted by the European Commission on the functioning of the market for second-hand cars from a consumer perspective in the European Union[277] revealed that, "A commercial guarantee was offered to respondents by 62 % of traders overall, but varied considerably: from as high as 75 % in franchise dealerships

[277] http://ec.europa.eu/consumers/consumer_evidence/market_studies/second_hand_cars/index_en.htm

to as low as 42 % in auction houses; it was also much less common in the EU13 (Member States having joined since 2004) (41 %) than the EU15 (Member States joining before 2004) (66 %). Less than a quarter of dealers conveyed to mystery shoppers that the commercial guarantee's coverage was in addition to the consumer's rights to a legal guarantee."

When a consumer purchases a new or second-hand car, three types of guarantee and warranty may apply:

- The mandatory legal guarantee for which the seller is responsible (Consumer Sales and Guarantees Directive). This legal guarantee usually has a duration of 2 years but can be reduced to 1 year for used cars in several Member States;
- The commercial warranty offered directly by the producer, often free of charge as part of the overall vehicle price (for example for 3 years or mileage of 100 000 km);
- An extended commercial warranty to complement the producer's initial commercial warranty. The consumer usually pays for this.

Consumers can also be offered an extra warranty advertised as covering the whole of the EU. This is generally offered by an independent company and the consumer has to pay. The commercial warranty being complementary to the legal guarantee for which the seller is responsible, when a defect occurs shortly after purchase, the consumer can choose between application of a commercial warranty (producer or guarantor) or the legal guarantee (seller).

A commercial warranty may be beneficial for the consumer, especially for a second-hand car which breaks down more than 6 months from delivery, or a car with a high mileage. Under the legal guarantee, in most countries, the consumer must prove that the car does not meet the terms of the contract, which usually requires a technical examination. Even if this is done in the consumer's country, it will often not be taken into account by a seller in another country, unless the consumer provides a certified translation.

It is also often not clear if the car really is defective or if the parts which break down are simply subject to wear and tear due to the mileage of the car, for example. Also, the value which the car will have at the end of the warranty period and whether or not it was regularly inspected and/or repaired by a brand dealer, need to be taken into account.

In principle, mechanical and electrical spare parts are covered, but those subject to wear and tear are usually excluded, as are parts changed by any service not authorised by the producer.

Not all labour costs are covered and those which are might be calculated according to a reference value per working unit established by the producer.

Which spare part and labour costs are covered often depends on the age of the car, mileage and the value of the car. On geographical restrictions with regard to commercial warranties, see page 20.

Out of court dispute resolution bodies and Alternative Dispute Resolution (ADR) bodies in the Member States and the European Online Dispute Resolution (ODR) platform

If no solution can be reached between the consumer and the seller, the consumer can contact the ECC-Net, where he/she will be able to get specialist advice and assistance with the amicable resolution of a cross-border complaint.

> If you cannot reach an amicable solution with a seller based in another EU Member State, Iceland or Norway, contact your > **European Consumer Centre**.

ECCs can help the consumer by either contacting the seller directly or transferring the case to an out of court dispute resolution body where one exists. There are currently 750 out of court dispute resolution bodies in the EU[278]. Those able to handle cases involving cross-border car purchases and notified by the Member States to the European Commission as in conformity with **Recommendation 98/257/EC**[279] **on the principles applicable to the bodies responsible for out-of-court settlement of consumer disputes** are listed below. The list of out of court dispute resolution bodies which have been notified to the European Commission as "ADR entities" complying with the quality requirements established in Directive 2013/11/EU on consumer ADR[280] is accessible on the following webpage: www.ec.europa.eu/odr[281].

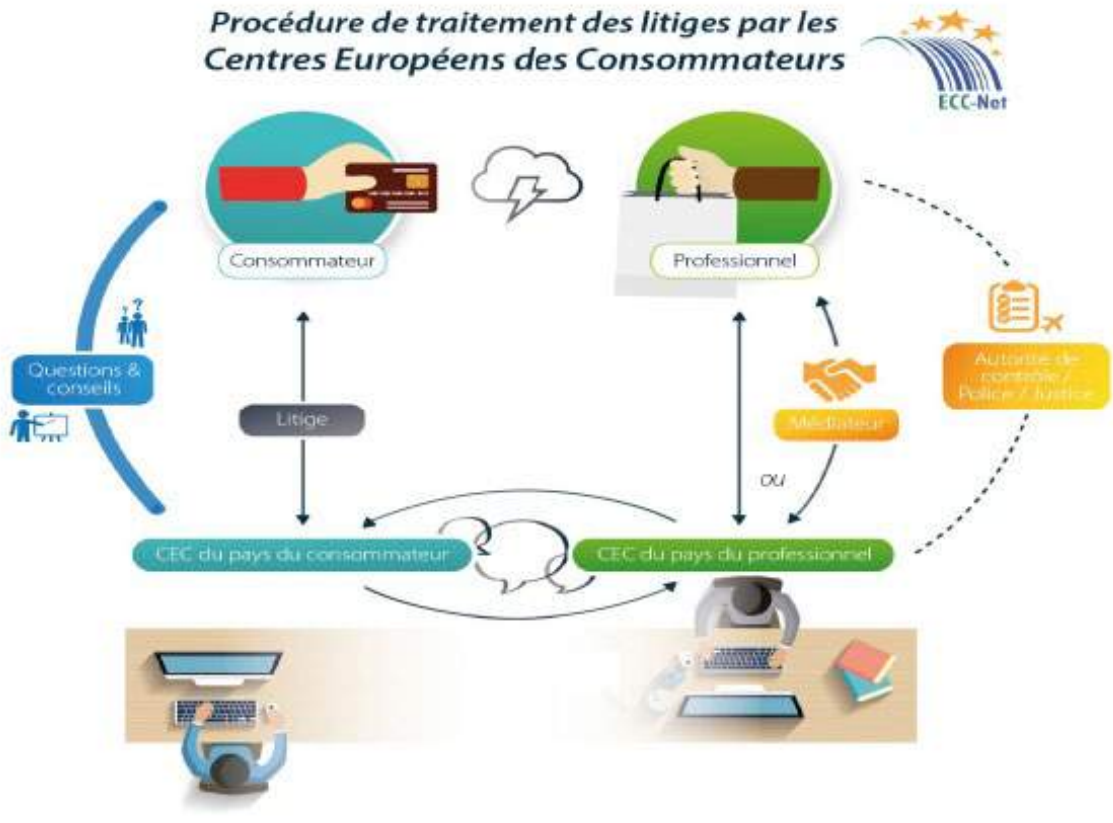
[278] http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.htm

[279] http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=144 706 5534683&uri=CELEX:31998H0257

[280] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2013:165:0063:0079:EN:PDF

[281] In order to find the list of the ADR entities look for the term „dispute resolution bodies" on the above website. The information on the types of disputes that the given ADR entity is competent to deal with may be found at the same website, next to the name of each ADR entity put on the list.

After purchase



The right to access to quality out-of-court bodies, called "ADR entities", is ensured by the new European legislation on Alternative Dispute Resolution and Online Dispute Resolution.

The Directive on consumer ADR[282] requires all EU Member States to ensure that consumer complaints against EU traders can be submitted to ADR entities that comply with specified binding quality requirements (inter alia, expertise, independence and impartiality, transparency, effectiveness, and fairness). The Directive also stipulates that consumer ADR procedures should be free of charge or available at a nominal fee for consumers. The Directive requires Member States to ensure such access to ADR for (domestic or cross-border) contractual disputes between EU-resident consumers and EU-established traders in virtually all retail sectors, including contractual disputes arising from cross-border car purchases.

Under the Directive, Member States are required to establish national lists of ADR entities. Only out-of-court bodies whose compliance with the Directive's quality requirements has been checked can be included. The European Commission has published the lists of ADR entities on its website on 15 February 2016.

Moreover, the Directive ensures assistance for consumers with regard to disputes arising from cross-border sales or service contracts. It requires that Member States give responsibility for such assistance to their ECC-Net centre, consumer organisations or any other body.

Under the Regulation on consumer ODR[283], a European Online Dispute Resolution platform (ODR platform)

[282] Directive 2013/11/EU of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC

[283] Regulation (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2013:165:0001:0012:EN:PDF

established by the European Commission will be operational starting from the 15 February 2016 at http://ec.europa.eu/ odr/. The ODR platform specifically deals with contractual disputes arising from online sales and service contracts, including car purchases made online. It will allow EU consumers to submit – in one of the official EU languages – complaints against European online traders online. The parties and the competent ADR entity will be able to conduct the dispute resolution procedure online on the platform's website.

This should hopefully lead to more consumers asserting their rights before qualified and efficient ADR bodies and strengthen consumers' confidence that complaining to traders will lead to satisfactory outcomes without the need to launch legal proceedings. Hopefully, traders will give consumers' complaints proper consideration and demonstrate the car industry's willingness to find amicable solutions out of court.

Austria

Competent out of court body: Schlichtung für Verbrauchergeschäfte
www.verbraucherschlichtung.at
office@verbraucherschlichtung.at

Scope: Residual out-of-court dispute resolution body (i.e. covering sectors that no other out-of-court dispute resolution bodies covers)

Notified under Recommendation 98/257/EC (i.e. recognised as meeting certain quality standards)? **Yes**

Operating as an online dispute resolution (ODR) scheme? **Yes**

Belgium

Competent out of court body: Commission Conciliation AUTOMOTO/ Verzoeningscommissie AUTOMOTO
http://conciliationautomoto.be

Scope: New and second-hand cars and motorbikes

Notified under Recommendation 98/257/EC? **Yes**

Operating as an ODR scheme? **Yes**

Competent out of court body: Service de Médiation pour le Consommateur
http://www.mediationconsommateur.be

Bulgaria

Competent out of court body: Conciliation Commission: 4a Slaveikov Square, Sofia, Bulgaria

Scope: All business-to-consumer disputes

Notified under Recommendation 98/257/EC? **Yes**

Operating as an ODR scheme? **No**

Croatia	**Competent out of court body:**	No out-of-court dispute resolution body for car purchases
Cyprus	**Competent out of court body:**	Competition and Consumer Protection Service, Ministry of Energy, Commerce, Industry and Tourism, conservice@mcit.gov.cy, www.mcit.gov.cy, Tel.: +357 228 67100
	Scope:	Out of court settlement of small consumer claims under the Arbitration Law of 2011, purchases of any product or service for up to a maximum amount of EUR 3 000
	Notified under Recommendation 98/257/EC?	Yes
	Operating as an ODR scheme?	No
Czech Republic	**Competent out of court body:**	No out-of-court dispute resolution body is available.
Denmark	**Competent out of court body:**	Ankenævnet for biler (approved by the national authorities) www.bilklage.dk
	Scope:	Cases in which the seller is located in Denmark and the sum involved is higher than DKK 10 000 (approx. EUR 1 340).
	Notified under Recommendation 98/257/EC?	Yes
	Operating as an ODR scheme?	Yes
Estonia	**Competent out of court body:**	Consumers Complaint Committee (CCC), info@tarbijakaitseamet.ee
	Scope:	The CCC is a general (residual) out-of-court dispute resolution body for all types of consumer contracts, including car purchase contracts.
	Notified under Recommendation 98/257/EC?	Yes
	Operating as an ODR scheme?	No, but it is possible to submit complaints online. Hearings are held orally, but it is not mandatory for the consumer to attend.
Finland	**Competent out of court body:**	for car purchases made in Finland by consumers residents in another EU Member state: Consumer Disputes Board, Hämeentie 3, P.O. Box 306 00531, Helsinki, Tel.: +358 29 566 5200 (switchboard), Fax: +358 29 566 5249, e-mail: kril@oikeus.fi.
		Phone calls are charged at the local or mobile network rates. When calling from outside Finland, charges may vary depending on the local operator.

Scope: All business-to-consumer disputes

Notified under Recommendation 98/257/EC? Yes

Operating as an ODR scheme?

Not yet, but submission of cases by e-mail is possible.

France

Competent out of court body: Commission Médiation CNPA, a private out-of-court dispute resolution scheme established by the automotive sector

http://www.cnpa.fr

Form for submitting a claim: Formulaire de saisine Médiation CNPA

Scope: All claims between consumers and car sector traders except for claims against manufacturers concerning new cars (warranty problems, etc.)

Notified under Recommendation 98/257/EC? No

Operating as an ODR scheme? No, it is possible to make a complaint online but to the ECC's knowledge, the entire procedure cannot be handled online.

Germany

Competent out of court body: The "Schiedsstellen des Deutschen Kraftfahrzeugewerbe" are private out-of-court dispute resolution schemes for the automotive sector. They only mediate if the seller is one of their members

http://www.kfz-schiedsstellen.de/

Scope: Second-hand car purchases and badly done repairs

Notified under Recommendation 98/257/EC? Yes

Operating as an ODR scheme? No, but if the trader is not registered with one of these out-of-court dispute resolution schemes, consumers can submit cases to the Online-Schlichter, an out-of-court dispute resolution bodyrecognised by the European Commission, for cars or spare parts purchased online.

Greece

Competent out of court body: Hellenic Consumers' Ombudsman

Tel.: +30 210 646 0862 or +30 210 646 0814,

Fax: +30 210 646 0414,

e-mail: grammateia@synigoroskatanaloti.gr

Scope: Purchases of products or services

Notified under Recommendation 98/257/EC? Yes

Operating as an ODR scheme? Not yet.

Hungary	**Competent out of court body:** 20 out-of-court dispute resolution bodies (one for each of the 19 counties plus Budapest): http://magyarefk.hu/en/dispute-settlement/alternative-dispute-resolution/arbitration-boards.html **Scope:** The out-of-court dispute resolution system handles consumer disputes in the area of quality and safety of goods and services, product liability issues, conclusion of contracts and performance of services in accordance with contracts. **Notified under Recommendation 98/257/EC?** 18 notified and 2 not notified, to the ECC's knowledge **Operating as an ODR scheme?** No, submission of complaints is possible online but procedures are handled at hearings in the presence of the parties concerned.
Ireland	**Competent out of court body:** There is no out-of-court dispute resolution body for car purchases. The Society of the Motor Industry (SIMI) provides a complaints service and an arbitration scheme run by the Irish branch of the Chartered Institute of Arbitrators (CIArb). However, this service is only available where the vehicle is purchased from a member garage and is unlikely to be available in cross-border cases.
Italy	**Competent out of court body:** There is no specific out-of-court dispute resolution bodyfor car purchase matters, but it is possible to forward cases to chambers of commerce. The Chamber of Arbitration of Milan offers an online mediation service[284].
Latvia	**Competent out of court body:** Consumer Rights Protection Centre of Latvia, Brivibas Street 55, Riga, LV-1010, www.ptac.gov.lv, ptac@ptac.gov.lv **Scope:** The out-of-court dispute resolution body deals with all business-to-consumer disputes, but does not decide on the amount of compensation to be paid. This can only be decided by a court. **Notified under Recommendation 98/257/EC?** Yes **Operating as an ODR scheme?** No
Lithuania	**Competent out of court body:** The State Consumer Rights Protection Authority, Vilniaus str. 25, 01402 Vilnius, Tel.: +370 5 262 67 51, Fax: +370 5 279 14 66, e-mail: tarnyba@vvtat.lt, http://www.vvtat.lt/ **Scope:** All business-to-consumer disputes in which the seller is located in Lithuania. The out-of-court dispute resolution body's decisions are not binding. If a trader repeatedly fails to comply with the out-of-court dispute resolution body's decision, the above body can transfer the matter to the courts in order to protect the public interest. **Notified under Recommendation 98/257/EC?** Yes **Operating as an ODR scheme?** Not yet

[284] http://www.risolvionline.com/index.php?lng_id=14

Luxembourg	**Competent out of court body:**	There are no specific out-of-court dispute resolution bodies.
Malta	**Competent out of court body:**	There is no specific out-of-court dispute resolution body for the automotive sector, but the Consumer Claims Tribunal can handle such cases.
	Scope: All business-to-consumer disputes	
The Netherlands	**Competent out of court body:**	Geschillencommissie Voertuigen (Vehicles), Postbus 90600, 2509 LP Den Haag,

Geschillencommissie Tweewielers (Motorcyles/bicycles),

Postbus 90600, 2509 LP Den Haag which comprises three ADR's for:

- Motorcylces/bicycles,
- Vehicles,
- Car rental.

If the seller or car rental company is a member of the Dutch federation of car dealers and garage owners (BOVAG)[285], a consumer can submit a complaint to the out-of-court dispute resolution body.

Scope: It deals with claims regarding:

- The purchase of new cars;
- Second-hand cars bought before 30 March 2002 for at least EUR 3 403;
- Second-hand cars bought on or after 30 March 2002 for at least EUR 4 500;
- Repair or maintenance;
- Inspection or damage assessment performed by a garage;
- New or second-hand spare parts.

Notified under Recommendation 98/257/EC? Yes

Operating as an ODR scheme?

No, it is possible to submit a complaint online, and letters and documents are uploaded onto an online system, but the consumer still receives correspondence by post. Consumers can sometimes go to the out-of-court dispute resolution bodyin person if additional information/clarification is needed.

[285] http://www.bovag.nl/members

Norway	**Competent out of court body:**	Norwegian Consumer Council, www.forbrukerradet.no
	Scope:	All business-to-consumer disputes
	Notified under Recommendation 98/257/EC?	Yes
	Operating as an ODR scheme?	Yes, if the consumer so wishes. Online complaint forms and all correspondence can be sent by e-mail.
Poland	**Competent out of court body:**	The regional trade inspectorates, located across Poland, are the out-of-court dispute resolution body for disputes related to cars.
	The addresses can be found at: http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/adr_in_your_country/index_en.htm.	
	Scope:	Decentralised multi-sectoral mediation scheme located in regional trade inspectorates across Poland handling car purchase cases, as well as covering a full range of disputes arising from contracts of sale. There is another arbitration scheme with a similar scope but which is not able to deal with cross-border disputes.
	Notified under Recommendation 98/257/EC?	Yes
	Operating as an ODR scheme?	**Not yet,** but moves towards this are ongoing.
Portugal	**Competent out of court body:**	CASA – Centro de Arbitragem do Sector Automóvel,
	Address: Av. da República, 44 -3º Esq.º 1050-194 Lisbon, Tel.: +351 217 827330, e-mail: info@centroarbitragemsectorauto.pt, web: http://www.centroarbitragemsectorauto.pt	
	Scope:	Specialist arbitration centre providing national coverage. The out-of-court dispute resolution body has the power to settle disputes arising from the purchase, maintenance and use of motor vehicles, including:

- Purchase and sale of new or used vehicles;
- Assistance, maintenance and repair services;
- Resale of fuel, oil and lubricants;
- Purchase and sale of parts, components and other materials for motor vehicles;
- Services provided by car park companies.

	Notified under Recommendation 98/257/EC?	Yes
	Operating as an ODR scheme?	**No**

Romania	**Competent out of court body:**	As of 1 January 2016, a general out-of-court dispute resolution body within the National Authority for Consumers is available.
Slovakia	**Competent out of court body:**	There is no out-of-court dispute resolution body for car purchases.
Slovenia	**Competent out of court body:**	The European Centre for Dispute Resolution, a private institute for out of court consumer dispute resolution
Spain	**Competent out of court body:**	The Consumer Arbitration Boards are the Spanish out-of-court dispute resolution bodies http://consumo-inc.gob.es/arbitraje/juntas.htm **Scope:** All business-to-consumer disputes **Notified under Recommendation 98/257/EC?** Yes **Operating as an ODR scheme?** Yes
Sweden	**Competent out of court body:**	The National Board for Consumer Disputes – Allmänna Reklamationsnämnden http://www.arn.se/om-arn/kontakta-oss **Scope:** Disputes related to motor vehicles involving amounts of up to and including SEK 1 000 (reduced to SEK 500 as of January 2016). **Notified under Recommendation 98/257/EC?** Yes **Operating as an ODR scheme?** No, complaints can be submitted online but disputes are usually settled at a meeting with the department under whose remit the matter falls. The parties are not entitled to be present at the meeting.
United Kingdom	**Competent out of court body:**	Motor Codes Ltd., 71 Great Peter Street, London, SW1P 2BN, operated by a trade association. **Scope:** ▪ New cars under manufacturer warranties; ▪ Terms of manufacturer warranties; ▪ Repairs and service; ▪ Availability of spare parts. **Notified under Recommendation 98/257/EC?** Not yet, but in the process of getting notified. **Operating as an ODR scheme?** No

Recommendations

Cross-border car purchase and registration seems to be a major concern among European citizens consulting the ECCs. Consumers need information on this subject. For many years, it has also been a concern among European legislators, who have tried to tackle this area with various legal acts.

ECC-Net's experience, as recorded in this report and backed up by concrete case examples, shows that cross-border car purchases in the EU could be made easier. Obstacles still exist and procedures differ within the EU, especially when it comes to bringing a car back and registering it in the consumer's home country.

ECCs' advice is especially valuable in the pre-contractual phase as, without the ECCs' input, consumers would need to consult various sources in order to obtain the necessary information. However, consumers also have a part to play by making responsible choices, especially when it comes to choosing a trader and concluding the transaction. ECC-Net's experience shows that consumers are mainly interested in price. Very few check the identity of the trader even though this is not always very difficult.

Further tools would allow consumers to take full advantage of and strengthen their trust in the European internal market for cars.

Prices and availability of offers

- Impartial cross-border price comparison tools: Currently consumers are advised to conduct their own research by consulting different dealers, manufacturer advertisements and information online. As the standard equipment and technical features on a car may not be the same on all national markets, consumers should be very thorough when comparing the price of a particular brand and model in different countries so as to be sure that they are comparing cars with the same equipment, options and interiors.
- A single source of clear information on all additional costs consumers will have to pay, such as taxes, including for registering or owning the car, VAT, environmental taxes or badges if applicable, etc..
- Offers for cars and accessory services without unjustified geographical restrictions: This obviously implies enforcement actions in cases where discrimination based on nationality or place of residence is not directly justified by objective criteria.

Legitimacy of the trader

- Checks on the legal existence of traders (i.e. through public company registers or those of chambers of commerce or courts) should be facilitated. Most (but not all) official company registers have basic services available for consumers free of charge.
- Sellers do not always respect the information obligations in Directive 2000/31/EC on electronic commerce [286] and national transposition laws concerning company legal notices. Enforcement actions may be needed. The same applies for rules on inclusion of legal guarantee and withdrawal/cooling off rights in traders' general terms and conditions.
- Impartial customer review services would allow consumers to check online or on publicly available lists, such as those of ADR-bodies, to see whether a trader is blacklisted, even though not all countries yet have legislation in place on consumer reviews.

Car detail checks

It should be easy for consumers to check whether an advertised car is stolen and to obtain other information about its legal status before purchase. This is currently impossible in most Member States where systems only allow authorities to access this data at registration, i.e. after purchase.

In some Member States, publicly available lists can be accessed by consumers. In those where access to registration data is mainly reserved for the authorities, several private initiatives have compiled their own lists of stolen cars.

[286] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32000L0031:EN:NOT

Quality check

Traders should, in general, be more upfront with checks performed and consistently provide consumers with all information about a series of cars' main characteristics.

In case of doubts, consumers should be more proactive and ask for it to begin with- although, this may be much more difficult in a cross border contexte.

Also, it is not easy for consumers to check the real value of a car. In most countries, they have to consult private websites. Automobile Clubs or dealership federations may have lists of sites. Evaluation services on such websites may not always be accurate as they often only take account of general information about the car (brand, model, fuel type, production year). Some are very detailed however, with information about the history of a car from production year and country to date of first registration, inspections and repairs, insurance and whether a car has been registered as stolen. Some of these private initiatives have become reference points for professionals such as producers, distributors, notaries, lawyers, bailiffs, insurers, the police and tax authorities. Only a few public bodies offer possibilities for checks. The Estonian Road Administration has an online service offering background checks on vehicles which they recommend that buyers use before purchasing. The Swedish Transport Agency (Transportstyrelsen) also provides an online service for background checks on vehicles.

As cars usually have to pass technical inspections, finding out whether a car passed its previous inspection and about the conditions of the inspection may give an indication as to its current state of roadworthiness. However, passing these tests does not necessarily mean that a car is in good condition. Also, the elements checked and the details on the inspection certificates vary considerably.

Sellers are not obliged to provide technical inspections before sale in 23 Member States. Only in seven countries do sellers have to provide a report on the car's state of repair.

When buying cross-border, the consumer might wish to organise a vehicle inspection in the country of purchase, near to the seller's premises instead of driving home first. Most, but not all, Member States have official lists of technical inspection centres.

Whereas in 19 Member States a vehicle inspection certificate is mandatory for registering a car purchased abroad, only 10 accept certificates from inspections performed abroad. Consumers from other countries must have an inspection performed in their country of residence.

It needs to be mentioned that in its extensive case law (e.g. C-297/05, C-170/07, C-150/11), the European Court of Justice has concluded that general and systematic testing carried out in addition to roadworthiness tests recently carried out in other Member States, the results of which are not recognised, constitutes a restriction on the free movement of goods.

Instead of having the car undergo a formal technical inspection, which only shows whether the car is roadworthy or not, consumers may thus consider consulting other experts. With the seller's agreement, a technical check by an external inspector may be organised at the consumer's expense. However, it might not always be easy to find a trustworthy expert in another country as not all countries have official lists.

Focus: clocking

Clocking involves winding back the odometer on a high–mileage used car, usually to increase its apparent value. It is quite easy to do with mechanical or digital tools which are widely available via e-commerce. The sale of this type of tool is not prohibited, but their use is restricted.

Aside from the price manipulation, clocking puts the safety of road users at risk as the more wear and tear on a car, the higher the risk of a breakdown or accident.

Consumers should therefore be able to check the real mileage of a car before buying. Whereas clocking is illegal in 26 Member States, only in five countries does it seem possible to find pre-purchase mileage information. In one country, a mileage check is possible but only after registration of the car.

For example in Belgium consumers can benefit from a "Car-Pass" which every seller (private or professional) of a used car has to provide to the buyer. The Car-Pass has to be created under 2 months before sale. It indicates the mileage of the car at the times when it underwent technical inspections, repairs, etc.. If the Car-Pass is not provided, the consumer can ask for cancellation of the sale. More information is available on the website of the Belgian Federal Public Service for the Economy[287].

In the Netherlands, a similar system exists. The Nationale AutoPas (NAP) registers the mileage at every periodic technical inspection. As of January 2014, the NAP database is managed by the Dutch transport authority – Rijksdienst voor Wegverkeer (RDW).

The European Parliament resolution on CARS 2020: towards a strong, competitive and sustainable European car industry "Calls on the Commission to take measures, in cooperation with the Member States, to ensure a

[287] http://economie.fgov.be/fr/consommateurs/Car-Pass/#.VcSppvmNNv0

high level of consumer protection, transparency and safety in the second-hand car market, and to work towards a gradual phasing-out of polluting and less safe vehicles; commends the Commission's recommendation in the roadworthiness testing regulation to require mileage recording at each test; considers that initiatives such as the 'Car Pass' scheme in Belgium could be encouraged by a European Standard; notes that re-registration procedures for vehicle transfers must also discourage cross-border mileage fraud" [288].

Practices such as those described above enhance transparency and allow consumers to more easily verify a car's true mileage. In addition, Member States are called for more vigilant enforcement in relation to information provision to ensure that dealers provide transparent and truthful information to consumers and that they do not omit important aspects related to the characteristics of the second hand cars for sale, in accordance to the provisions of Directive 2005/29/EC concerning unfair commercial practices[289]. Moreover, according to the recently adopted Roadworthiness Package and Directive 2014/45/EC in particular, odometer fraud should be regarded as an offence liable to penalty.

Responsibilities of online platforms

Many intermediary websites exist in the car purchase sector. Several of them operate in different Member States. They are used by many consumers to look for attractive prices. To what extent do they bear any responsibility if something goes wrong?

A large number of intermediary websites specialising in cars have issued warnings to prevent fraud. In several countries, criminal proceedings are ongoing to try to trace perpetrators of fraud. Intermediaries usually cooperate with judicial authorities or police on request and if issues of privacy and data protection have been settled by a judge.

However, according to the terms and conditions of these sites, they do not usually bear any responsibility for the adverts published and only act as intermediaries to facilitate sales.

There are not responsible for data, images, advertising, or information on the website provided by advertisers unless an advert is illegal or the website operator does not comply with national legislation transposing the Electronic Commerce Directive as regards notice and take-down processes, or any other national legislation that may apply.

As contracts are signed by the consumer and the seller, recourse is only possible against the seller.

[288] http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-//EP//TEXT+REPORT+A7-2013-0391+0+DOC+XML+V0//EN

[289] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2005:149:0022:0039:EN:PDF

To whom should fraud be reported?

Consumers normally report fraud to a police station or public prosecutor's office in their home country.

Several countries have specific cybercrime units within the police whom consumers can contact to report scams. However, experience shows that scams are often perpetrated across the EU and beyond and if consumers can not act collectively and submit their complaints together they are not always taken seriously, as the public interest in dealing with the matter doesn't seem obvious. Reports from consumers also show that the police often do not cooperate with their counterparts in the country where the perpetrators are located.

Means of payment and recourse

ECCs advise consumers to check the payment methods accepted by traders carefully and to make transactions as secure as possible.

In the Single Euro Payments Area (SEPA), consumers can make fast and secure money transfers via banks within the euro area. For amounts of up to EUR 50 000, fees are the same as for national bank transfers if the consumer uses the IBAN and BIC international bank identification codes to indicate the recipient's bank account and bank. However, given that these transfers are now processed within a working day, once the money is credited to the seller's account the payment is difficult to reverse.

Usually, ECCs advise avoiding prepayments via cash transfer services, especially if the consumer has never met the seller and hasn't seen or inspected the car.

ECCs also advise the utmost vigilance before validating a payment and often recommend using credit cards to increase protection, especially under the chargeback scheme. However, this option is not available to all consumers.

Registration certificate and proof the car is not pawned

The seller has to provide the consumer with the registration certificate. Consumers should check the identity of the owner carefully and find out whether the registration certificate should be composed of two parts. If one part is not delivered by the seller, registration might be refused in the consumer's country of residence. It could also mean that the car is pawned. Only in two countries do sellers have to provide proof that cars are not pawned. In other countries, consumers may request confirmation that a car is not pawned in the contract. Otherwise, they will have to check this themselves. Only in three countries is it possible to do so on the Internet.

European Certificate of Conformity

Directive 2007/46/EC establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles[290] provides for an EU type approval procedure to ensure that vehicle types are in line with technical prescriptions and security norms established at EU-level. The technical characteristics of a car are indicated in a document drawn up by the manufacturer called the Certificate of Conformity (COC). The COC is valid in all EU Member States, Iceland, Liechtenstein and Norway.

A COC is required in 23 Member States. Where no COC is provided, the consumer might be able to get help from the authorised representative of the manufacturer. It needs to be mentioned that case law from the European Court of Justice has established that in cases of transfer of registration, a Member State cannot request a COC in order to re-register a vehicle[291]. However, presenting a COC may often facilitate the registration process.

If a car has no COC, a special national procedure needs to be undertaken in the registration country (individual reception). The Member States have provided the European Commission with details of the technical services authorised to carry out these inspections[292]. Depending on the country, this procedure can be quite long and costly and consumers encounter many difficulties. Based on ECCs' experience, simplification of these procedures seems necessary.

[290] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:263:0001:0160:en:PDF
[291] http://curia.europa.eu/juris/document/document.jsf;jsessionid=9ea7d2dc30dd247b4265f0b04f83a02ce4d8e8ce2cc2.e34KaxiLc3qMb40Rch0SaxuPbhv0?text=&docid=126425&pageIndex=0&doclang=EN&mode=lst&dir=&occ=first&part=1&cid=430940
[292] http://ec.europa.eu/DocsRoom/documents?tags=technical-service-auto&pageSize=30&sortCol=title&sortOrder=asc

Temporary plates and temporary insurance

Usually, when the car is delivered to the consumer, the registration plates have already been taken off or invalidated. If this is not the case, in certain countries the licence plates have to be returned to the competent authority.

If the consumer wishes to drive the car home, he/she will need plates on the car. Temporary plates, such as transit plates or export plates, are an option. Transit plates, however, are not available in all countries and in some cases, they are not recognised by the authorities of other Member States.

If the transit plates are only accepted in the country of purchase, the consumer will have to order them prior to purchase to change plates at the border.

However, it is not always possible to obtain these plates in advance in order to make the journey back easier.

When driving home, the driver and car should be covered by insurance allowing them to use public roads. In almost all countries, it is obligatory to provide proof of insurance cover in order to get transit or export plates. However, in some countries, it is not easy to get short-term insurance and consumers often have to get temporary plates and insurance in the country of purchase.

Even though the internal market for insurance has existed since 1994, it is still difficult to find cross-border insurance offers.

ECCs advise consumers to ask the seller for help with organising transit plates and short-term insurance in the country of purchase, even though the seller is not necessarily obliged to do this.

Registration of the car in the consumer's country of residence

In order to register a car in his/her home country, a consumer might have to arrange things such as insurance, technical inspections and payment of VAT. However, the situation varies considerably from one Member State to another and consumers moving around Europe should find out about the applicable procedures.

Insurance

Every car or driver using public roads needs to be insured, but in some countries, it is not uncommon to see cars or drivers without insurance cover.

To minimise the risks posed by uninsured drivers, consumers may be required to provide proof of insurance cover at registration in 18 countries. Without insurance, the consumer will not be able to register the car and get permanent plates or a vehicle registration certificate. In Sweden, registration is possible without providing an insurance certificate but an uninsured vehicle that is in use is automatically billed for the basic state insurance. If a car is registered as in use but does not have insurance, the registered owner will receive a very large bill from the state traffic insurance fund. In Ireland, **consumers must have motor insurance before they can pay motor tax. The vehicle registration certificate is posted to the consumer after he/she has paid local motor tax. In the UK, it is not possible to pay road tax without valid insurance.** Cars are not allowed on public roads without being insured and **taxed. Consumers must provide an insurance certificate or cover note if they register a vehicle to an address in Northern Ireland.**

It could be useful for registration offices in all Member States to check insurance information with insurance providers through a joint system.

VAT payments

Within an intra-EU transaction new cars should be sold without VAT. A car is considered new if no more than 6 months have passed since the date on which it was first registered or if its mileage does not exceed 6 000 km. In case of the sale of such a car, the consumer who has bought the new car in an EU country other than his/her own, with the intention of importing it to and registering it in his own EU country, must pay VAT in his own EU country at his/her own country's rate. The buyer should inform the dealer before concluding the contract that the vehicle is intended for removal to another Member State and that the price to be paid should be excluding VAT. This way the dealer can inform the buyer which proof is needed if a vehicle is bought within an intra-EU transaction.

All other cars are considered second hand (more than 6 months since the date of first registration and mileage of more than 6 000 km). They are generally sold inclusive of VAT if the supplier is a commercial seller. Consumers don't have to pay VAT in their country of residence. The date of the vehicle's first entry into service (registration date) determines its age for VAT purposes. The mileage is the odometer reading at the time when it is first presented for registration in the Member State.

In practice, for new cars some sellers may require payment of VAT as a deposit, to be refunded once the car is registered in the buyer's country. In such cases, the consumer, effectively, will be burdened for a short time twice with VAT, in the form of the deposit to be paid to the supplier and the VAT to be paid in his/her EU country of residence. The reason for this is that the trader has to prove that the car was meant for export and the surest way of proving this is with a certificate from the foreign financial authorities showing payment of VAT by the consumer in the country of registration. Otherwise, the supplier runs the risk that the tax authorities of his country will not accept the supply of the new car as being VAT-exempt. However, this means that the consumer is reliant on the seller to reimburse the VAT without causing them significant inconvenience. There is no average timeframe for refunds. It can take from a few weeks to a year. Only in Estonia must the consumer be refunded within 60 days.

Registration process

In order to facilitate the registration process, consumers should find out what documentation they will need to provide in advance. Sellers in other countries may not be aware of what documentation consumers will need in their country of residence.

Therefore, as no EU-wide portal for registration procedures exists, the ECC-Net has drawn up fact sheets on registration procedures in each country.

Registration tax

In cases of transfer of a vehicle to another Member State, registration tax might be imposed by the Member State of destination. As there is no harmonisation of vehicle taxation at EU level, Member States are free to impose registration taxes on vehicles that are intended to be used on their territory, provided that the general principles of the TFEU as interpreted by the Court of Justice of the EU are respected. In particular, registration taxes shall respect the principle of non-discrimination contained in Article 110 of the TFEU. In this respect, the Court decided, among other things, that Member States shall guarantee that the tax due on second-hand vehicles transferred from another Member State does not exceed the amount of "residual tax" incorporated in the value of similar vehicles already registered in their territory[293]. Given the lack of harmonisation of registration taxes in the EU, double taxation may occur. However, in order to avoid double taxation in cases where an EU citizen moves to another Member State permanently, a number of Member States provide an exemption from registration or grant a refund of part of the registration fee[294].

[293] Case C-47/88 Commission v Denmark, pargraph 20, and Judgement of 9 March 1995, case C-345/93 Fazenda Pública and Ministério Público v Américo João Nunes Tadeu, paragraph 13.

[294] See Commission Communication of 14/12/2012 "Strengthening the Single Market by removing cross-border tax obstacles for passenger cars", COM/2012) 756final.

Guarantees and warranties

In 2015, the ECC-Net published a report entitled "Commercial warranties - Are they worth the money?"[295] This extensive report compares the legal guarantee and commercial warranty schemes in the EU Member States, Iceland and Norway and analyses whether commercial warranties are worth the extra cost. This report contains a section on "The new and second-hand vehicle sector". The recommendations made in this report are still applicable.

Alternative Dispute Resolution (ADR), out of court bodies in the Member States and the European Online Dispute Resolution (ODR) platform

If no solution can be reached between consumer and seller, the consumer can contact the ECC-Net, where he/she will be able to get specialist advice and assistance with the amicable resolution of a cross-border complaint. ECCs can help consumers by either contacting sellers or transferring the case to an out of court body where one exists. There are currently 750 out of court bodies in the EU. However, at the time of publication of this report, only a limited number are able to handle cases involving cross-border car purchases.

The right to access to quality out-of-court bodies, called "ADR entities" is ensured by the new European legislation on Alternative Dispute Resolution and Online Dispute Resolution.

The Directive on consumer ADR[296]requires all EU Member States to ensure that consumer complaints against EU traders can be submitted to ADR entities that comply with specified binding quality requirements (inter alia, expertise, independence and impartiality, transparency, effectiveness, and fairness). The Directive also stipulates that consumer ADR procedures should be free of charge or available at a nominal fee for consumers.

The Directive requires Member States to ensure such access to ADR for (domestic or cross-border) contractual disputes between EU-resident consumers and EU-established traders in virtually all retail sectors, including contractual disputes arising from cross-border car purchases. Under the Directive, Member States are required

[295] http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/Garanties_2014_FINAL.pdf

[296] Directive 2013/11/EU of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC

to establish national lists of ADR entities. Only out-of-court bodies whose compliance with the Directive's quality requirements has been checked can be included. The European Commission has published the lists of ADR entities on the following website **http://ec.europa.eu/odr**.

Moreover, the Directive ensures provision of assistance for consumers with regard to disputes arising from cross-border sales or service contracts. It requires that Member States confer responsibility for providing such assistance on their ECC-Net centre, consumer organisations or any other body.

Under the Regulation on consumer ODR[297], the European Commission has established a European Online Dispute Resolution platform (ODR platform) that can be accessed at http://ec.europa.eu/odr. The ODR platform specifically deals with contractual disputes arising from online sales and service contracts, including car purchases made online. It allows EU consumers to submit online – in one of the official EU languages – complaints against European online traders. The parties and the competent ADR entity are able to conduct the dispute resolution procedure online on the ODR platform.

This should lead to more consumers asserting their rights before qualified and efficient ADR bodies and strengthen consumers' confidence that complaining to traders will lead to satisfactory outcomes without the need to launch legal proceedings. Hopefully, traders will give consumers' complaints proper consideration and demonstrate the car industry's willingness to find amicable solutions out of court.

Cooperation with other stakeholders

Effective cooperation should be reinforced between all stakeholders involved at national level, including ECC-Net, CPC-Net, police, prosecutors and other national authorities. For problems originating outside of the EU, cooperation with members of the International Consumer Protection and Enforcement Network (ICPEN) and other international stakeholders is clearly necessary.

[297] Regulation (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

The ECC-Net

The European Consumer Centres Network (ECC-Net) is a network of centres in 30 European countries, which offers free information, advice and assistance to consumers on cross-border transactions. It is co-funded by the European Union and by its Member States, Iceland and Norway.

The ECC-Net plays an important role in consumer protection in these countries by cooperating with the European Commission, national authorities, traders and their organisations to increase awareness of and compliance with consumer rights.

Between its establishment in 2005 and the end of 2014, 650 000 consumers have contacted the ECC-Net members for information and assistance[298]. With its focus on business-to-consumer rights in cross-border shopping, whether in person or via distance purchases (mainly e-commerce), the ECC-Net has unparalleled insight into the issues consumers face when shopping in the internal market. This enables the network to provide key input to the European Commission and policy makers at national and EU levels on improvements needed to fine-tune consumer legislation and/or its enforcement.

The ECCs offer individual support to consumers. They help consumers to reach amicable solutions to cross-border disputes with traders in the 30 countries of the network, either by contacting the trader involved directly or by transferring cases to Alternative Dispute Resolution schemes.

If extrajudicial solutions are impossible, the ECCs give advice on further action, for example, the European small claims procedure or payment order.

This network of 30 centres provides information about national and EU laws, ensures consumer protection aspects are taken into account in national and EU legislative processes, and initiates and ensures professional cooperation with other EU networks and traders in order to better protect consumer interests.

[298] 2015 marked the 10th anniversary of the ECC-Net. During the years 2005-2014, the ECCs handled over 650 000 instances of direct contact with consumers, and were able to help on almost 300 000 occasions. In 2014, ECCs dealt with more than 37 000 complaints, see http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/docs/ecc_net_-_anniversary_report_2015_en.pdf.

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> **link to country fact sheets:** https://www. europe-consommateurs.eu/en/consumer-topics/on-the-road/buying-a-car/cross-border-car-purchase-and-registration/

> **link to European Consumer Centre:** http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/index_en.htm

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