

You may have the right to cancel a distant sale

A “distance sale” is when you buy a vehicle without seeing it or inspecting it. Examples of a distance sale include buying a vehicle by phone or over the internet. You have certain rights to cancel a distance sale.

You have the right to cancel a distance sales contract and the deposit returned if:

- The electronic form contract was not available before you entered into the contract. You may cancel within 7 days after receiving a copy of the contract.
- The contract does not contain information required by law. You may cancel within 7 days after receiving a copy.
- The dealer fails to provide a contract within 15 days. You have the next 15 days to provide notice of cancellation.
- The vehicle is not delivered within 30 days of the agreed delivery date. You may cancel at any time after those 30 days, if the vehicle has not been delivered.
- There is no specified supply date, and the vehicle has not been delivered within 30 days of the contract. You may cancel after those 30 days if the vehicle has not been delivered.

A distance sales contract must have information required by law. This information includes a detailed description, the total price, and the delivery arrangements. It also includes any cancellation, return, exchange, and refund policies. For distance sales in electronic form, you must be able to review the form. You must also be able to correct, print, or change an agreement. Finally, you must be free to accept or reject the agreement.

“Accepting” the vehicle may affect your right to return it. Accepting means:

- Saying you accept.
- Keeping the vehicle and saying nothing to the dealer.
- Acting like you own the vehicle. Examples are registering and insuring the vehicle in your name.

If you have the right to cancel the distance sale, you must return the vehicle:

- To the person or place named in the contract.
- Within 15 days after giving notice of cancellation. Or, within 15 days after delivery. The later of these two events starts the clock.
- In substantially the same condition as it was delivered.
By any method that allows you to prove return delivery. At a minimum, in the same way as it was delivered.

Dealers must accept valid returns. Dealers are responsible for the reasonable cost of returning the vehicle. A dealer must refund any money you paid within 15 days of your notice of cancellation.

Properly cancelling a distance sales contract also cancels related contracts. Examples include:

- Any other related agreements, such as having a trailer hitch installed.
- Any security or deposit.
- Any credit agreement for the distance sale purchase.