

OMVIC Practice Test Sample Study Guide



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Questions

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- 1. Who has the right to file a complaint with OMVIC?**
 - A. Only licensed dealers**
 - B. Any consumer who feels wronged in a vehicle transaction**
 - C. Only individuals with legal representation**
 - D. Only those who purchase vehicles from registered franchises**
- 2. List three "previous uses of a vehicle" dealers must disclose**
 - A. Personal Use**
 - B. Taxi, Limo, Police Vehicle**
 - C. Off-Road, Track Racing, Stunt Driving**
 - D. Delivery Service Vehicles**
- 3. How must a contract disclose extensive damage repairs (over \$3,000) to a vehicle?**
 - A. By giving a detailed repair history**
 - B. By only indicating the presence of any damage, regardless of cost**
 - C. With a specific statement about the repair costs if known**
 - D. By advising the buyer to check the vehicle history independently**
- 4. The consequences a dealer or salesperson can face if they don't follow the Code of Ethics include:**
 - A. a. Having their registration revoked**
 - B. b. Having their registration or renewal refused**
 - C. c. Facing a disciplinary hearing**
 - D. d. All of the above**
- 5. If a Safety Standards Certificate is issued for a vehicle, what does it mean?**
 - A. The vehicle has a valid insurance**
 - B. The vehicle has been registered with OMVIC**
 - C. The vehicle has passed emission tests**
 - D. The vehicle met certain basic standards of safety on the date of inspection**

- 6. What must an "as is" sale include in the contract?**
- A. Must include a specific definition of "as is" in the contract**
 - B. Must include a statement about warranty coverage**
 - C. Must include a clause for free servicing**
 - D. Must include a provision for unlimited returns**
- 7. For what purpose does CAMVAP offer arbitration?**
- A. Settling payment disputes between dealers and buyers**
 - B. Resolving disputes involving vehicle defects or warranties**
 - C. Determining the eligibility for a vehicle's branding status**
 - D. Assisting in transferring vehicle ownership between provinces**
- 8. Under what circumstances must a dealer get permission from the court to repossess a vehicle?**
- A. If the vehicle was sold 'as-is'**
 - B. If the consumer defaults but has paid off more than two-thirds of the total purchase price**
 - C. Within the first year of purchase**
 - D. If the vehicle is a commercial vehicle used for business purposes**
- 9. What information must a dealer record if the consumer gives permission via phone for repairs?**
- A. Model of the vehicle and name of the authorizing person**
 - B. Name of person authorizing and vehicle damage report**
 - C. Name and phone number of the person authorizing, date, and time of the call**
 - D. Mileage of the vehicle and repair instructions**
- 10. How long is a Safety Standards Certificate (SSC) good for?**
- A. 36 days**
 - B. 14 days**
 - C. 64 days**
 - D. 26 days**

Answers

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- 1. B**
- 2. B**
- 3. C**
- 4. D**
- 5. D**
- 6. A**
- 7. B**
- 8. B**
- 9. C**
- 10. A**

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Explanations

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1. Who has the right to file a complaint with OMVIC?

- A. Only licensed dealers
- B. Any consumer who feels wronged in a vehicle transaction**
- C. Only individuals with legal representation
- D. Only those who purchase vehicles from registered franchises

The ability for any consumer who feels wronged in a vehicle transaction to file a complaint with OMVIC is anchored in the organization's fundamental purpose, which is to protect consumers in Ontario's motor vehicle sales industry. This right is essential for ensuring that consumers can express grievances regarding their experiences whether they are related to deceptive practices, safety concerns, or issues with a vehicle's condition after purchase. In allowing any consumer to file a complaint, OMVIC fosters a fair marketplace by enabling individuals to seek recourse against dealers or manufacturers who may not adhere to the regulations. This inclusiveness is vital as it ensures wider accountability within the automotive industry, promoting ethical sales practices and consumer rights. The other choices restrict the filing of complaints to specific groups, which would limit access to justice for many individuals who may have legitimate concerns. Only licensed dealers, individuals with legal representation, or those purchasing from registered franchises would not encapsulate the diverse situations that can arise in vehicle transactions.

2. List three "previous uses of a vehicle" dealers must disclose

- A. Personal Use
- B. Taxi, Limo, Police Vehicle**
- C. Off-Roading, Track Racing, Stunt Driving
- D. Delivery Service Vehicles

Previous uses of a vehicle refer to activities in which the vehicle has been used for prior to being sold by the dealer. The option B, which includes taxi, limo, and police vehicle, is the most relevant to the question as these are all considered commercial uses of a vehicle. Options A, C, and D are incorrect because although they may be previous uses, they do not fall under the category of commercial use. Personal use is not a commercial use and delivery service vehicles are typically used for business purposes, not personal use. Off-roading, track racing, and stunt driving are recreational uses which may not necessarily need to be disclosed by the dealer.

3. How must a contract disclose extensive damage repairs (over \$3,000) to a vehicle?

- A. By giving a detailed repair history**
- B. By only indicating the presence of any damage, regardless of cost**
- C. With a specific statement about the repair costs if known**
- D. By advising the buyer to check the vehicle history independently**

A While a detailed repair history may provide some information on the vehicle's damages, it is not necessarily required by law to disclose extensive repairs over \$3,000. Therefore, this option may not be the most accurate or efficient way to disclose the information. B: Simply indicating the presence of any damage does not adequately disclose the extent of damage repairs to the vehicle. This option does not provide enough information for the buyer to make an informed decision. D: Advising the buyer to check the vehicle history independently may be helpful, but it does not satisfy the disclosure requirement for extensive damage repairs. The seller is responsible for providing all necessary information in the contract. Overall, only option C specifically addresses the requirement to disclose extensive damage repairs over \$3,000 and informs the buyer of the estimated repair costs. This option provides the most transparent and accurate information for the buyer to make an informed decision about

4. The consequences a dealer or salesperson can face if they don't follow the Code of Ethics include:

- A. a. Having their registration revoked**
- B. b. Having their registration or renewal refused**
- C. c. Facing a disciplinary hearing**
- D. d. All of the above**

The correct answer is D because all of the other options can be a consequence of not following the Code of Ethics. Options A and B mention having their registration revoked or renewal refused, which are both potential consequences of not following the Code of Ethics. Option C mentions facing a disciplinary hearing, which is another possible consequence that can result from not adhering to the Code of Ethics. Therefore, option D includes all of the other possible consequences.

5. If a Safety Standards Certificate is issued for a vehicle, what does it mean?
- A. The vehicle has a valid insurance
 - B. The vehicle has been registered with OMVIC
 - C. The vehicle has passed emission tests
 - D. The vehicle met certain basic standards of safety on the date of inspection**

A safety standards certificate is issued after a vehicle has passed a thorough inspection and is found to meet certain basic safety standards. This certificate does not necessarily mean the vehicle has valid insurance, as that is a separate requirement. It also does not imply that the vehicle has been registered with OMVIC, which is the regulatory body for vehicle sales in Ontario. While the vehicle may have also had to undergo emission tests in order to pass inspection and receive the certificate, the issuance of this certificate is not dependent on just the emission test results. Overall, the best way to think of a safety standards certificate is as proof that the vehicle is in good working condition and meets the necessary safety requirements.

6. What must an "as is" sale include in the contract?
- A. Must include a specific definition of "as is" in the contract**
 - B. Must include a statement about warranty coverage
 - C. Must include a clause for free servicing
 - D. Must include a provision for unlimited returns

An "as is" sale refers to a sale where the property or item is sold in its current condition, without any guarantees or warranties from the seller. It also means that the buyer must accept the property or item in its current state, with any faults or defects. Therefore, the contract must include a specific definition of "as is" to ensure that both parties are clear on the terms of the sale. Option B is incorrect because an "as is" sale explicitly waives any warranty coverage. Option C is incorrect because a clause for free servicing would contradict the "as is" agreement. Option D is incorrect because an "as is" sale does not allow for any returns, let alone unlimited returns.

7. For what purpose does CAMVAP offer arbitration?
- A. Settling payment disputes between dealers and buyers
 - B. Resolving disputes involving vehicle defects or warranties**
 - C. Determining the eligibility for a vehicle's branding status
 - D. Assisting in transferring vehicle ownership between provinces

CAMVAP offers arbitration specifically for disputes involving vehicle defects or warranties. Option A is incorrect because CAMVAP does not handle payment disputes. Option C is incorrect because CAMVAP does not determine eligibility for vehicle branding status, as this is the responsibility of provincial licensing authorities. Option D is incorrect because CAMVAP does not assist in transferring vehicle ownership between provinces.

8. Under what circumstances must a dealer get permission from the court to repossess a vehicle?

- A. If the vehicle was sold 'as-is'**
- B. If the consumer defaults but has paid off more than two-thirds of the total purchase price**
- C. Within the first year of purchase**
- D. If the vehicle is a commercial vehicle used for business purposes**

In this scenario, option A is incorrect because the vehicle being sold 'as-is' would not require the dealer to get permission from the court for repossession. Option C is also incorrect as the timeframe of within the first year of purchase does not impact the dealer's ability to repossess the vehicle. Option D is also incorrect because the purpose or use of the vehicle does not determine whether the court's permission is needed for repossession. Only option B is correct because if the consumer has defaulted but has paid off more than two-thirds of the total purchase price, the dealer must obtain permission from the court before repossessing the vehicle. This is because the consumer has paid a significant portion of the vehicle's value and it would be unfair for the dealer to repossess it without the court's approval.

9. What information must a dealer record if the consumer gives permission via phone for repairs?

- A. Model of the vehicle and name of the authorizing person**
- B. Name of person authorizing and vehicle damage report**
- C. Name and phone number of the person authorizing, date, and time of the call**
- D. Mileage of the vehicle and repair instructions**

When a consumer gives permission via phone for repairs, the dealer must record the name and phone number of the person authorizing the repairs, as well as the date and time of the call. While the model of the vehicle and repair instructions may be useful information, they are not required to be recorded in this scenario. Additionally, the name of the person authorizing and a vehicle damage report are not sufficient information to record as they do not include the necessary information of the phone call permission and the date and time. Therefore, option C is the most complete and accurate answer.

10. How long is a Safety Standards Certificate (SSC) good for?

A. 36 days

B. 14 days

C. 64 days

D. 26 days

A Safety Standards Certificate (SSC) is a document that proves a vehicle has passed a safety inspection and meets certain safety standards. It is issued by the appropriate provincial or territorial government authority. Based on this information, the other options are incorrect because a vehicle is typically required to undergo a safety inspection and obtain an SSC at specific intervals based on the regulations of the province or territory in which it is registered. These intervals can vary, but it is typically either every 12 months or every 36 days, making option A the most accurate answer. Additionally, some provinces or territories may have specific requirements for how long an SSC is valid for, but it is typically valid for at least 36 days. This means that options B, C, and D, which have shorter durations, are not representative of the typical validity period for an SSC.