Oklahoma Independent Automobile Dealers Association

DEALERS' RESOURCE

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2nd Quarter 2026

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OIADA
OKLAHOMA
INDEPENDENT AUTOMOBILE
DEALERS ASSOCIATION

The **Oklahoma Independent Automobile Dealers Association (OIADA)** is a statewide organization dedicated to representing and protecting the unique interests of Oklahoma's independent automobile dealers.

For more than 55 years, OIADA has served as the voice of independent dealers at the State Capitol, working to safeguard the industry from burdensome regulations and unfavorable legislation while promoting policies that support dealer success.

We are an inclusive community committed to advancing independent automobile dealers through **advocacy, education, promotion, and unification**.

Through networking opportunities, industry resources, legislative representation, and professional development, our members gain the tools and support needed to thrive in a constantly evolving marketplace.

OIADA members share knowledge, best practices, and industry expertise that strengthen dealerships, enhance consumer confidence, and protect the future of Oklahoma's independent automotive industry.

Director's Message

www.okiada.com

AMBER SNOOK

Executive Director

Oklahoma Independent Automobile Dealers Association

As we move through another busy year in the automotive industry, one thing remains certain: independent dealers continue to demonstrate resilience, adaptability, and an unwavering commitment to serving their communities.

This quarter has brought important developments for Oklahoma dealers, including the passage of HB 3982, which will implement changes to Oklahoma's temporary tag process beginning January 1, 2027. While change often brings questions and challenges, it also presents opportunities to improve efficiency and better serve our customers. The OIADA remains committed to keeping our members informed and prepared as these changes are implemented.

In this issue, you'll also find information on a growing concern facing dealerships nationwide—dealer identity theft and online impersonation scams. Criminals are becoming increasingly sophisticated in their efforts to exploit legitimate businesses and unsuspecting consumers. Protecting your dealership's reputation and online presence has never been more important.

At the same time, market trends continue to create opportunities for independent dealers. Consumers are holding onto vehicles longer than ever before, and affordability remains a driving factor in vehicle purchasing decisions. As families search for reliable transportation options that fit their budgets, independent dealers remain uniquely positioned to meet that need. The demand for quality, affordable vehicles continues to reinforce the important role our members play in communities across Oklahoma.

Advocacy remains at the heart of our mission. Throughout the legislative session, OIADA lobbyist has worked diligently to represent the interests of independent dealers at the State Capitol. We understand that many of our members are small business owners who wear multiple hats every day, and we take seriously our responsibility to be your voice on issues that affect your livelihood.

Education also continues to be a cornerstone of our association. Whether you're a new dealer entering the industry or a seasoned professional navigating regulatory changes, staying informed is essential to your success. We encourage you to take advantage of the resources, compliance updates, and networking opportunities available through OIADA.

As always, I want to thank our members, vendors, sponsors, and industry partners for their continued support. Your involvement strengthens our association and helps us fulfill our mission of advancing independent automobile dealers through advocacy, education, promotion, and unification.

Together, we will continue to navigate challenges, embrace opportunities, and build a stronger future for Oklahoma's independent dealers.

Thank you for your membership and your continued commitment to excellence.

Sincerely,

Amber Snook

OIADA OKLAHOMA INDEPENDENT AUTOMOBILE DEALERS ASSOCIATION

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Dealers' Resource is publication of the Oklahoma Independent Automobile Dealers Association. PO Box 6905, Moore OK 73153. The Dealers' Resource is published quarterly by OIADA. The statements and opinions expressed herein are those of the individual authors and do not necessarily represent the views of OIADA. Likewise , the appearance of advertisers, or their identification as members of the OIADA does not constitute an endorsement of the products or services featured.

This publication on behalf of the Oklahoma Independent Automobile Dealers Association, but is emailed to all dealers in the state in effort to educate and encourage non-members to join the Association and support our efforts to improve the image and profit potential of the industry. For 60 years we have worked to represent the independent motor vehicle dealer in Oklahoma.

We appreciate your support.

OKLAHOMA LEGISLATIVE UPDATE FOR AUTO DEALERS 2026

HB-3982 SIGNED INTO LAW

Changes Coming to Oklahoma Temporary Tags Beginning January 1, 2027

Oklahoma dealers should begin preparing now for another change to the state's vehicle registration and temporary tag process.

House Bill 3982 has been signed into law and will take effect January 1, 2027. The legislation builds upon the reforms introduced by the Mason Treat Act and slight modification to temporary license plate vehicle transactions. The law is intended to provide greater accountability, improve enforcement, and streamline registration procedures for specific vehicle purchasers.

Why Is This Change Being Made?

Over the past several years, Oklahoma has undertaken a comprehensive overhaul of its vehicle registration system.

The Mason Treat Act, which became effective in 2024, dramatically changed how vehicles are identified after a sale by requiring vehicle sales to be pre-registered with the state and limiting paper temporary tags to a much shorter period. The goal was to improve public safety, reduce fraudulent tag use, and ensure vehicles could be more easily identified by law enforcement.

HB 3982 continues that effort by creating a clearer process for out-of-state purchasers and commercial fleet operators while reducing confusion surrounding temporary registration credentials.

What Does HB 3982 Do?

Beginning January 1, 2027, Oklahoma's temporary tag process will undergo a significant change with the implementation of House Bill 3982.

The legislation replaces the current 10-Day Temporary License Plate with a new 60-Day Temporary License Plate issued by the selling dealer at the time of sale. This change is intended to provide vehicle purchasers with sufficient time to complete the registration process while reducing the need for a permanent metal license plate to be mailed immediately following the transaction.

Like the current temporary plate, the new 60-Day Temporary License Plate must be purchased by licensed Oklahoma dealers from an approved Oklahoma Temporary Tag Vendor. The temporary plate must continue to meet state requirements and be manufactured from 10-mil plastic impregnated paper. Under Oklahoma law, temporary plates may not be laminated or placed inside protective sleeves.

New 90-Day Commercial Fleet Temporary Tag

HB 3982 also creates a new 90-Day Commercial Fleet Temporary Tag for qualifying commercial vehicle transactions.

Approved Oklahoma Temporary Tag Vendors will make these tags available for purchase by licensed dealers. The new temporary credential is intended for commercial fleet vehicles that will ultimately be titled and registered outside the State of Oklahoma.

To qualify, the purchaser must attest that:

- The commercial vehicle will be titled or registered in another state; and
- The purchaser possesses a valid Manufacturer Fleet Number.

When these requirements are met, the dealer may issue a 90-Day Commercial Fleet Temporary Tag in accordance with the provisions of HB 3982.

What This Means for Customers

One of the most noticeable changes for consumers is that they will no longer receive a permanent Oklahoma metal license plate in the mail within approximately ten days of purchase.

Instead, the newly issued 60-Day Temporary License Plate will remain on the vehicle while the purchaser completes the registration process. Customers will have up to sixty days from the date of purchase to register the vehicle and obtain their permanent registration credentials.

How This Impacts Independent Dealers

For most Oklahoma retail transactions, the current registration and pre-registration requirements established under the Mason Treat Act will remain in place. Dealers will continue submitting required information to Service Oklahoma or through your vendor portal and complying with registration procedures currently required by law.

However, dealerships that frequently sell vehicles to out-of-state customers should pay close attention to the new law. HB 3982 may provide a more efficient process for handling those transactions while ensuring purchasers have legal operating credentials during transport and registration in their home state.

Looking Ahead

As January 1, 2027 approaches, dealers should monitor announcements from industry associations regarding implementation details, forms, procedures, and training opportunities.

The OIADA will continue working with state agencies and industry stakeholders to keep Oklahoma independent dealers informed as additional guidance becomes available.

For many dealers, HB 3982 will represent another step in Oklahoma's ongoing modernization of vehicle registration and temporary tag procedures. Understanding these changes now will help ensure a smooth transition when the law takes effect.

How This Impacts Independent Dealers

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For many dealers, HB 3982 will represent another step in Oklahoma's ongoing modernization of vehicle registration and temporary tag procedures. Understanding these changes now will help ensure a smooth transition when the law takes effect.

What Dealers Need to Know

Beginning January 1, 2027:

→The current 10-Day Temporary License Plate will be eliminated.

→A new 60-Day Temporary License Plate will be issued at the time of sale.

→Dealers must continue to pre-register vehicles within 48 hours.

→Temporary tags must still be purchased from an approved Oklahoma licensed vendor.

→Temporary tags must remain printed on approved 10-mil plastic impregnated paper and may not be laminated or placed in sleeves.

→A new 90-Day Commercial Fleet Temporary Tag will be available for qualifying out-of-state commercial fleet transactions.

→Customers will retain the temporary plate on the vehicle until registration is completed rather than receiving a metal plate shortly after purchase.

HB 3982 represents the next phase in Oklahoma's continuing effort to modernize vehicle registration procedures while maintaining accountability and compliance throughout the titling and registration process.

HB 3982 AT A GLANCE

EFFECTIVE DATE
JANUARY 1, 2027

60 DAYS

NEW 60-DAY TEMPORARY LICENSE PLATE

- Replaces the current 10-day temporary plate.
- Issued by the selling dealer at the time of sale.
- Purchased from an approved Oklahoma licensed vendor.
- Made of 10-mil plastic impregnated paper per statute. *(May not be laminated or placed in sleeves).*
- Vehicle must be pre-registered within 48 hours of the sale.
- Stays on the vehicle until the customer registers the vehicle within 60 days of purchase.

90 DAYS

NEW 90-DAY COMMERCIAL FLEET TEMPORARY TAG

- For qualifying commercial fleet vehicles.
- Purchaser must attest the vehicle will be titled or registered in a state other than Oklahoma.
- Purchaser must have a valid Manufacturer Fleet Number.
- Approved licensed Oklahoma vendors will have these tags ready available for order.

NO METAL PLATE MAILED

Customers will no longer receive a metal license plate in the mail within 10 days of the sale.

TEMPORARY TAG STAYS ON VEHICLE

The new 60-day temporary tag remains on the vehicle until the customer completes registration.

DEALER RESPONSIBILITIES REMAIN

- Pre-register the vehicle within 48 hours.
- Issue the appropriate temporary tag at the time of sale.
- Ensure all requirements of HB 3982 and existing law are met.

OIADA

Dealer Identity Theft: How Scammers Are Using Legitimate Dealership Names to Defraud Consumers

A Growing Threat to Independent Auto Dealers

A troubling fraud trend is spreading across the automotive industry. Criminals are increasingly stealing the identities of legitimate used car dealerships, creating fake websites, fake social media accounts, and even fraudulent Google Business profiles in an effort to convince consumers they are purchasing vehicles from a real dealer.

Unfortunately, many consumers do not discover the fraud until after they have wired thousands of dollars for a vehicle that does not exist.

These scams not only harm consumers but can also damage the reputation of honest dealers whose names and business information have been stolen.

How the Scam Works

The criminals typically begin by selecting a legitimate dealership that has an established reputation.

The scammers then:

• Create a fake website that closely resembles the dealer's actual website

• Copy vehicle photos and inventory listings from legitimate dealer websites

• Establish fake Google Business profiles or hijack existing profiles

• Create social media pages using the dealer's name and logo

• Use spoofed phone numbers and email addresses that appear legitimate

• Offer vehicles at prices significantly below market value to attract buyers

Once a consumer expresses interest, the scammer pressures them to send a wire transfer, cashier's check, cryptocurrency payment, or electronic funds transfer before the vehicle is delivered.

After the money is sent, the vehicle never arrives and the scammer disappears.

Oklahoma Has Seen This Problem

This issue is not merely a national problem—it has affected Oklahoma dealers as well.

The Oklahoma Used Motor Vehicle and Parts Commission issued a Consumer Fraud Alert warning that scammers were stealing the names of currently licensed Oklahoma used car dealers and creating fraudulent websites portraying themselves as legitimate dealerships. The Commission warned consumers to verify dealership information before sending money.

In a separate public warning, the FBI Oklahoma City Field Office alerted Oklahomans about online vehicle fraud schemes involving fraudulent vehicle advertisements and deceptive online sales practices. The FBI reported nearly $1 million in Oklahoma losses from these types of schemes during a one-year reporting period and noted more than 26,000 complaints nationally totaling approximately $57 million.

The FBI Has Been Tracking Vehicle Sale Fraud for Years

The FBI's Internet Crime Complaint Center (IC3) has repeatedly warned consumers about fraudulent online vehicle sales. According to the FBI, criminals frequently advertise vehicles they do not own and use sophisticated online tactics to convince buyers the transaction is legitimate.

More recently, industry organizations have reported that scammers are using artificial intelligence to clone dealership websites, copy inventory listings, create fake reviews, and impersonate dealership personnel. These newer scams are becoming increasingly difficult for consumers to identify.

Red Flags Dealers Should Know

Dealers should immediately investigate if they discover:

• A website using their business name but a different web address

• Google listings they did not create

• Customer complaints about vehicles they never advertised

• Phone calls regarding transactions they know nothing about

• Fake social media accounts using dealership logos and branding

• Consumers claiming they wired money to the dealership when no transaction occurred

How Dealers Can Protect Themselves

Dealerships can reduce their risk by:

1. Regularly searching online for their dealership name and variations of it.
2. Monitoring Google Business Profile listings for unauthorized changes.
3. Claiming and securing all business listings.
4. Using strong passwords and multi-factor authentication on business accounts.
5. Monitoring website traffic and domain registrations that resemble the dealership's name.

Educating customers to call the dealership directly before sending any funds.

Advice for Consumers

Before sending money for a vehicle purchase:

• Verify the dealership's phone number independently.

• Confirm the dealer's license status with state regulators.

• Be suspicious of prices that seem too good to be true.

• Never wire money without independently verifying the seller.

• Visit the dealership in person whenever possible.

• Research the website domain and how long it has been registered.

The FBI advises consumers to independently verify the seller and avoid sending money to unfamiliar or unverified parties. Victims should immediately report fraud through the FBI's Internet Crime Complaint Center (IC3).

Final Thoughts

Identity theft is no longer limited to consumers. Today, dealerships themselves are becoming victims. As technology continues to evolve, scammers are becoming more sophisticated in their efforts to impersonate legitimate businesses.

For Oklahoma's independent dealers, vigilance is essential. Protecting your online presence is no longer just a marketing issue—it's a critical part of protecting your business, your reputation, and the consumers you serve.

SCAM WARNING SIGNS

- **Vehicle price is thousands below market value**
- **Seller requests wire transfer only**
- **Dealership address doesn't match website**
- **Phone number differs from official listing**
- **Website domain looks unusual or recently created**
- **Pressure to act immediately**

Refusal to allow vehicle inspection

ADVERTISING COMPLIANCE NOTICE FOR USED VEHICLE DEALERS

MANDATORY GUIDELINES FOR OKLAHOMA USED MOTOR VEHICLE LICENSEES

THE DOs OF COMPLIANT ADVERTISING PRACTICES

DO: DISPLAY FULL PRICE, MODEL, YEAR, MAKE, AND STYLE.

When the price, payment, or savings claim of a vehicle is advertised, you must disclose the vehicle's make, model, and brand. The price advertised must be the full price of the vehicle, **NOT** the down payment or monthly payment.

DO: BE CLEAR AND CONSPICUOUS.

All advertised statements must be accurate, clear and conspicuous, including your dealership name. Your dealership name is a requirement in your advertisement. Ensure your dealership name is at the **TOP** of your vehicle description.

DO: HAVE YOUR SALESPEOPLE ADVERTISE.

If you have an employee who is advertising on behalf of your dealership, ensure that they are licensed with the Commission as a salesperson, for they are representing your dealership and your vehicles.

THE DON'Ts OF COMPLIANT ADVERTISING PRACTICES

DON'T: QUALIFY PRICES, "FREE" OFFERS, TRADE-IN CLAIMS "WITH TRADE", BAIT ADVERTISING!

Your ads **must** be truthful, clearly identify the licensed dealership, and avoid deceptive tactics (ex. Ads for a vehicle that's not available), omitting the dealer's name in digital posts, misrepresenting mileage, price, or financing terms.

DON'T: USE PROHIBITED STATEMENTS!

Statements such as 'everybody financed', 'no credit rejected', 'guaranteed approval', 'you are pre-approved', and similar statements implying that no prospective credit purchaser will be rejected because of their inability to qualify for credit.

DON'T: ADD ADDITIONAL FEES!

You may not charge additional fees to your customers unless it is a document fee. If you advertise a vehicle for $20,000 then you must sell it for $20,000, plus your document fee.

FAILURE TO ADHERE TO THESE RULES MAY RESULT IN FINES, SUSPENSION, OR REVOCATION OF YOUR LICENSE.

OKLAHOMA USED MOTOR VEHICLE, DISMANTLER, & MANUFACTURED HOUSING COMMISSION

421 NW 13TH St, Suite 330 Oklahoma City, OK 73103

MULREADY SAYS GET READY

For Immediate Release:
May 19, 2026

What Every Oklahoman Should Know About Insurance Claim Disputes

By Oklahoma Insurance Commissioner Glen Mulready

No matter the insurance type, filing an insurance claim can be stressful. When issues arise or your claim gets denied, that stress can compound. There is no need to worry! I want to share with you some advice and resources available through the Oklahoma Insurance Department (OID).

Know your policy.

My biggest piece of advice to help avoid issues or denials is to know your policy. Often, disputes originate from misunderstandings about coverage. I recommend reviewing your policy with your agent regularly and asking any questions about your coverage or whether you have any gaps. Eliminate any surprises by knowing your deductibles, coverage limits, exclusions (something not covered by a policy) and endorsements. Keep physical and digital copies so you can access your policy at any time.

Documentation is critical.

When filing a claim, document everything. For example, if you are filing a homeowners claim for storm damage, take plenty of pictures and videos of the damage. Have your home inventory readily available to show exactly which belongings need to be replaced. Keep a record of all communications with your insurance company. Always file your claims as soon as possible. Detailed documentation will speed up your claims process and help handle any disputes that arise.

Understand your denials.

It's important to understand that claims denials are not always final. Review them carefully. Seek explanations in writing from your insurer. Some common reasons for denials include policy exclusions, missed deadlines and incomplete information. Compare your denial letters with the exact language in your policy. Always ask questions if anything is unclear.

Help is available.

If you believe your claim was incorrectly denied, free help is available through OID's Consumer Assistance Division. Our team can review consumer complaints, communicate with insurers, and ensure outcomes comply with Oklahoma law and your insurance contract. You can speak to our team by calling 800-522-0071 or file a complaint at oid.ok.gov/complaint.

Mediation can be a path to resolution……..

OKLAHOMA INSURANCE DEPARTMENT

If we are unable to resolve the matter through the complaint process, EAGLE (Ending Arguments Gently, Legally and Economically) mediation could be an option. The OID Legal Division will contact both parties and send each an agreement to mediate, which must be signed and returned to OID before the mediation can be set. OID works with the parties and the mediator to schedule the mediation at an agreed-upon date and time. OID staff do not attend the mediation. If a negotiated settlement cannot be reached by the parties, the mediation is terminated, and the parties maintain the option of litigating their dispute.

Issues that arise when filing an insurance claim can add to an already stressful situation. Preparation and knowledge, though, are your best tools. Review your policies regularly, stay organized and reach out for assistance when needed. OID is always here to help!

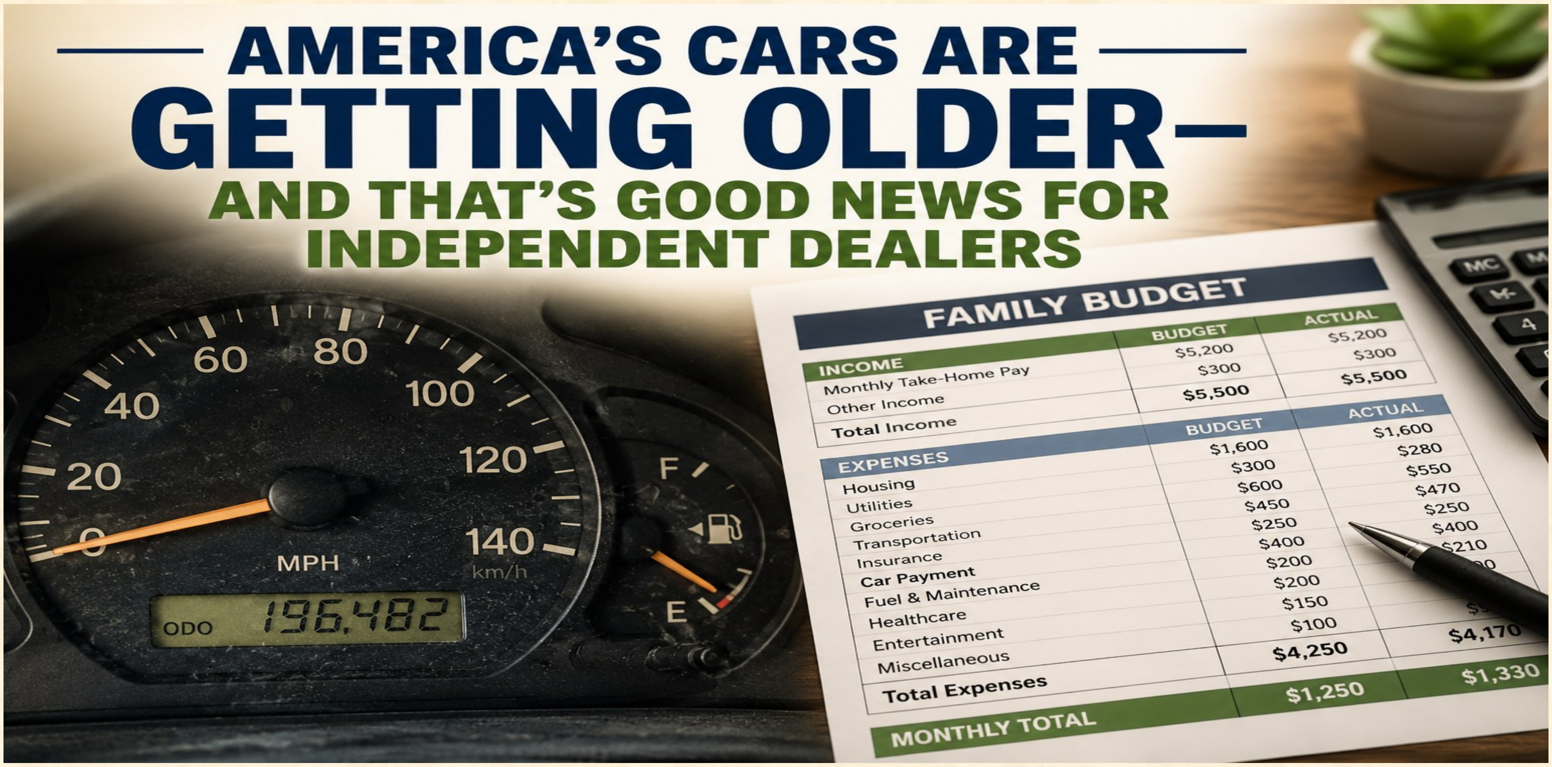
Media questions or comments should be directed to
Chief of Communications, Liz Heigle
Liz.Heigle@oid.ok.gov | (405) 819-2221

ABOUT OID

The Oklahoma Insurance Department, an agency of the State of Oklahoma, is responsible for the education and protection of the insurance-buying public and for oversight of the insurance industry in the state.

https://oklahoma.gov/oumvdmhc/dealers/faq11.html

OKLAHOMA
Used Motor Vehicle, Dismantler, and Manufactured Housing Commission



How Longer Vehicle Ownership Is Creating New Opportunities for Independent Dealers

For decades, consumers have traditionally traded vehicles every few years, creating a steady flow of inventory into the marketplace. Today, however, that trend is changing.

According to recent industry reports, the average vehicle on American roads is now approximately 13 years old—the oldest average age ever recorded. Rising vehicle prices, increased interest rates, and ongoing affordability concerns have encouraged consumers to keep their vehicles longer than ever before.

While this trend may seem concerning at first glance, it actually presents several unique opportunities for independent dealers.

Why Are Consumers Keeping Vehicles Longer?

The answer is simple: affordability.

The average price of a new vehicle remains significantly higher than it was just a few years ago. Combined with higher borrowing costs and tighter household budgets, many consumers are choosing to maintain their current vehicles rather than purchase a new one.

At the same time, vehicle quality has improved dramatically. Modern vehicles are lasting longer, often reaching well over 200,000 miles with proper maintenance. Consumers have become increasingly comfortable driving older vehicles and investing in repairs when necessary.

For many families, keeping a reliable vehicle for a few extra years simply makes financial sense.

What Does This Mean for Independent Dealers?

While consumers may be holding onto vehicles longer, they eventually reach a point where repairs become costly, reliability declines, or lifestyle needs change.

When that happens, many shoppers aren't looking at brand-new vehicles. Instead, they're searching for affordable, dependable transportation—precisely the market independent dealers serve best.

Independent dealers are uniquely positioned to benefit from this shift because they offer:

- Affordable alternatives to new vehicle purchases
- Flexible financing options
- Diverse inventory selections
- Vehicles that fit a wide range of budgets

As consumers continue seeking value, independent dealerships remain one of the most important sources of transportation for working families.

Demand for Affordable Transportation Remains Strong

Many consumers who previously purchased entry-level new vehicles are now shopping the used vehicle market instead.

Higher vehicle prices have effectively pushed many buyers into the pre-owned market, creating continued demand for quality used inventory.

This trend is particularly beneficial for independent dealers who specialize in reliable vehicles priced within reach of everyday consumers.

The challenge, however, is finding inventory.

Inventory Competition Continues

As consumers keep vehicles longer, fewer trade-ins enter the marketplace. This reduced supply creates additional competition at wholesale auctions and among dealers seeking quality inventory.

Independent dealers may need to become more strategic in their acquisition efforts by:

- Strengthening relationships with local auctions
- Increasing direct-from-consumer purchases
- Utilizing online acquisition platforms
- Expanding trade-in opportunities

Finding inventory remains one of the industry's biggest challenges, but dealers who adapt their acquisition strategies can continue to thrive.

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- Utilizing online acquisition platforms
- Expanding trade-in opportunities

Finding inventory remains one of the industry's biggest challenges, but dealers who adapt their acquisition strategies can continue to thrive.

Service and Reconditioning Matter More Than Ever

Today's consumers expect vehicles to last longer. Because of this, buyers are paying closer attention to vehicle condition, maintenance history, and overall reliability.

Independent dealers who invest in thorough inspections, quality reconditioning, and transparent vehicle histories are often seeing stronger customer confidence and improved customer retention.

In many ways, today's used vehicle buyer is more informed than ever before.

Looking Ahead

The average age of vehicles on American roads may continue to increase in the coming years, but that doesn't mean opportunity is disappearing.

In fact, the opposite may be true.

As affordability continues to drive consumer decision-making, independent dealers remain uniquely positioned to provide the dependable transportation solutions many families need.

The vehicles may be getting older, but the demand for quality used inventory remains strong. Dealers who focus on value, transparency, and customer service will continue to play a vital role in keeping Oklahoma drivers on the road.

13 Years

That's now the average age of vehicles on American roads.

For independent dealers, this means:

① Continued demand for affordable transportation

② More consumers shopping used instead of new

③ Greater importance of quality inventory

④ Increased competition for vehicle acquisition

⑤ New opportunities to serve value-conscious buyers

The market is changing—but for independent dealers, opportunity remains strong.

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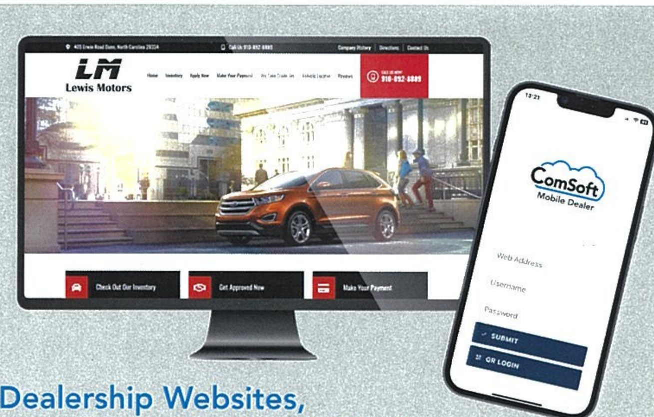
- ✓Deal and Paperwork Processing
- ✓Buy-Here-Pay-Here
- ✓Lease-Here-Pay-Here
- ✓Accounting
- ✓Management Reports
- ✓Integrated Partners
- ✓Customer Relationship Management



Dealership Websites, Advertising Feeds, Mobile App

- ✓Custom Responsive or Template Integrated Websites
- ✓Marketing Feeds to Dozens of Third-Party Advertisers
- ✓Online Secure Credit Application and Payment Page
- ✓Mobile App Scans and Decodes VIN
- ✓Mobile App Scans and Decodes Driver's License
- ✓Mobile App works for iPhone or Android
- ✓Advanced SEO Management

Contact us for a demonstration without obligation!

919-851-2010 (voice) • Text "comsoft" to 95000

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Scan Me!

Combating Auto Retail Scams

FEDERAL TRADE COMMISSION

FTC's CARS Rule

The primary purpose of the FTC's CARS Rule is to add truth and transparency to the car buying and leasing process by making it clear that certain deceptive or unfair practices are illegal – for example, bait-and-switch tactics, hidden charges, and other conduct that harms consumers and honest dealers. Why is it called the CARS Rule? Because the Rule is about **C**ombating **A**uto **R**etail **S**cams that cost consumers billions of dollars each year and cause honest dealers to lose business.

The Rule lays out four basic principles to protect people shopping for cars and trucks – practices that are already business-as-usual for honest dealers. This Dealers Guide introduces industry members to what the CARS Rule means for their dealerships.

An introduction to the FTC's CARS Rule

The CARS Rule prohibits misrepresentations about material information.

The CARS Rule requires dealers to clearly disclose the offering price – the actual price anyone can pay to get the car.

The CARS Rule makes it illegal to charge consumers for add-ons that don't provide a benefit.

The CARS Rule requires dealers to get consumers' express, informed consent before charging them for anything.

Answers to questions dealers may have about the CARS Rule

Glossary

Here's how:

1 **Prohibits misrepresentations about material information.**
The CARS Rule makes it illegal for a dealer to make misrepresentations about certain topics that would affect a consumer's buying or leasing choices. Deceptive claims about price, financing, or add-ons are a few examples.

2 **Requires dealers to clearly disclose the offering price – the actual price anyone can pay to get the car, excluding only required government charges.**
Before they visit the dealership and throughout the transaction, consumers have the right to know the drive-off-the-lot price. If a dealer mentions optional add-ons, the dealer has to tell the consumers they can say no. And if discussing a monthly payment, the dealer has to tell the consumer the total payment.

3 **Makes it illegal for dealers to charge consumers for add-ons that don't provide a benefit.**
Under the CARS Rule, if the consumer won't benefit from an add-on product or service, the dealer can't charge for it.

4 **Requires dealers to get consumers' express, informed consent before charging them for anything.**
That means no surprise fees or hidden charges. Dealers must get a buyer's clear and informed "yes" to what they're buying and how much they're being charged.

FEDERAL TRADE COMMISSION

ftc.gov/carsruledealersguide

An introduction to the FTC CARS Rule

Buying or leasing a car is a major financial commitment and it's a transaction that consumers have often approached with apprehension or uncertainty. Indeed, according to the public comments the FTC received as part of rulemaking process for the CARS Rule, many consumers believe they have been subjected to deceptive or unfair practices when buying or leasing a car – especially bait-and-switch tactics and hidden charges. Particularly troubling were reports from servicemembers about deceptive and predatory practices near military installations, and from car dealers about losing business to dishonest dealerships. Those comments underscore what the FTC has observed in decades of law enforcement actions: that unscrupulous dealerships have used illegal tactics to close a deal – conduct that costs consumers time and money and puts honest dealers at an unfair disadvantage.

The Federal Trade Commission's [Combating Auto Retail Scams Trade Regulation Rule – the CARS Rule], for short – ushers in a new era of transparency in car buying and leasing. Most importantly, the Rule explains how long-standing principles of truth in advertising and fair dealing apply when people go car shopping.

The [CARS Rule] is a big win for consumers, who can expect that established standards of truth and transparency that apply in other consumer transactions will also apply when they're looking to buy or lease a car. What's more, now they can point to specific legal provisions that will help protect them in the process. If consumers see that a dealer is complying with the CARS Rule, it adds a measure of confidence. But if they spot a dealer who flouts those protections, consumers may take their business elsewhere.

The CARS Rule also is a big win for honest industry members who already implement the Rule's principles of truth and transparency at their dealerships. Most salespeople can recount a story of losing a sale to a cross-town competitor who used questionable tactics to lure away a prospective customer. That shouldn't happen. Dealers who work hard to treat customers fairly shouldn't have to go head-to-head against competitors who resort to deception to close a deal. The CARS Rule establishes clear rules of the road that apply to all car dealers – meaning that consumers will be able to comparison shop based on truthful claims about price, financing, and service. When all dealers are held to the same clear standards, dealers who meet (or exceed) consumers' expectations have a fair shot at winning the sale, gaining customers' loyalty, and earning a word-of-mouth reputation as the dealer to do business with. Another benefit is that the CARS Rule accomplishes these goals without requiring consumers or dealers to fill out more paperwork.

As explained in more detail in this Dealers Guide – and as decades of work by the FTC and other law enforcement partners makes clear – the four principles of truth and transparency outlined in the CARS Rule aren't new. The Rule simply restates those principles in straightforward language specific to the auto industry and includes new remedies if a car dealer engages in certain deceptive or unfair practices.

What are those bottom-line truth-in-car-buying principles? Here's a summary of what the CARS Rule does:

1. The CARS Rule prohibits misrepresentations about material information.
2. The CARS Rule requires dealers to clearly disclose the offering price – the actual price anyone can pay to get the car, excluding only required government charges. Before they visit the dealership and throughout the transaction, consumers have the right to know the drive-off-the-lot price. If a dealer mentions optional add-ons, the dealer has to tell the consumer they can say no. And if discussing a monthly payment, the dealer has to tell the consumer the total payment.
3. The CARS Rule makes it illegal for dealers to charge consumers for add-ons that don't provide a benefit.
4. The CARS Rule requires dealers to get consumers' express, informed consent before charging them for anything.

   Read on for specifics about the across-the-board principles that all dealers must abide by.

1. The CARS Rule prohibits misrepresentations about material information.

A key part of the CARS Rule is a prohibition on misrepresentations about certain categories of information that are material to consumers when shopping for a car. What does "material" mean in this context? The Rule defines it in the same way the FTC has for decades: information "likely to affect a person's choice of, or conduct regarding, goods or services." And stating a long-standing principle that applies to all other businesses, the Rule prohibits both express and implied misrepresentations.

To put some industry specifics on the prohibition on material misrepresentations, the CARS Rule lists a number of practices that violate both the Rule and Section 5 of the FTC Act's ban on deceptive and unfair practices. More specifically, it's illegal for dealers to make misrepresentations about material information in all of these categories:

a. The costs or terms of buying, financing, or leasing a vehicle;

b. Any costs, limitation, benefit, or any other aspect of an add-on product or service;

c. Whether the terms are, or transaction is, for financing or a lease;

d. The availability of any rebates or discounts that are factored into the advertised price but not available to all consumers;

e. The availability of vehicles at an advertised price;

f. Whether any consumer has been or will be preapproved or guaranteed for any product, service, or term;

g. Any information on or about a consumer's application for financing;

h. When the transaction is final or binding on all parties;

i. Keeping cash down payments or trade-in vehicles, charging fees, or initiating legal process or any action if a transaction isn't finalized or if the consumer doesn't wish to go forward with a transaction;

j. Whether or when a dealer will pay off some or all of the financing or lease on a consumer's trade-in vehicle;

k. Whether consumer reviews or ratings are unbiased, independent, or ordinary consumer reviews or ratings of the dealer or the dealer's products or services;

l. Whether the dealer or any of the dealer's personnel or products or services is or was affiliated with, endorsed or approved by, or otherwise associated with the United States government or any federal, state, or local government agency, unit, or department, including the Department of Defense or any branch of the military;

m. Whether consumers have won a prize or sweepstakes;

n. Whether, or under what circumstances, a vehicle may be moved, including across state lines or out of the country;

o. Whether, or under what circumstances, a vehicle may be repossessed; and

p. Any of the disclosures required by the Rule.

2. The CARS Rule requires dealers to clearly disclose the offering price – the actual price any consumer can pay to get the car, excluding only required government charges.

Two particular concerns consumers have expressed about the car shopping process are the use of bait-and-switch tactics and hidden charges – practices that make it tough for consumers to figure out the actual price they'll have to pay and what they're actually paying for. The CARS Rule seeks to remedy that problem by requiring dealers to disclose certain important facts about the deal, including the offering price, clearly and conspicuously. (This Dealers Guide includes more information about making clear and conspicuous disclosures.)

Here are disclosures the CARS Rule requires dealers to make clearly and conspicuously:

The offering price. In connection with the sale or financing of vehicles, dealers must clearly disclose the offering price, defined in the CARS Rule as the full cash price for which the dealer will sell or finance the vehicle to any consumer. The only costs that can be excluded from the offering price are required government charges – for example, taxes, license and registration costs, or inspection or certification fees. The Rule specifies three circumstances where the dealer must clearly disclose the offering price

1. In any ad that references, expressly or by implication, a specific vehicle;
2. In any ad that represents, expressly or by implication, any monetary amount or financing term for any vehicle; and
3. In any communication with a consumer that refers, expressly or by implication, to a specific vehicle or to any monetary amount or financing term. In its first response to a consumer, the dealer must clearly disclose the offering price. If the communication or response is in writing, the offering price must be disclosed in writing.

The fact that add-ons aren't required. When making any representation, expressly or by implication, about an add-on product or service, the dealer must clearly disclose that the add-on isn't required and that the consumer can buy or lease the vehicle without the add-on, if that's the case. If the dealer makes the representation in writing, the disclosure must be in writing, too. As explained further in this Dealers Guide, the Rule includes other important provisions prohibiting dealers from charging consumer for add-ons that don't offer consumers a benefit.

- **The total of payments for a financed or lease transaction.** When making any representation, expressly or by implication, about a monthly payment for a vehicle, the dealer must clearly disclose the total amount the consumer will pay after making all payments as scheduled. If the dealer makes the representation in writing, the disclosure must be in writing, too. If the total amount assumes the consumer will provide consideration – for example, a cash down payment or a trade-in – the dealer must clearly disclose the amount of consideration the consumer must provide. If the dealer makes the representation in writing, the disclosure must be in writing, too.

Monthly payments comparison. If a dealer makes any express or implied comparison between payment options that includes a discussion of a lower monthly payment, the dealer must clearly disclose that the lower monthly payment will increase the total amount the consumer will pay to buy or lease the vehicle, if that's the case. If the dealer makes the representation in writing, the disclosure must be in writing, too.

3. The CARS Rule makes it illegal to charge consumers for add-ons that don't provide a benefit.

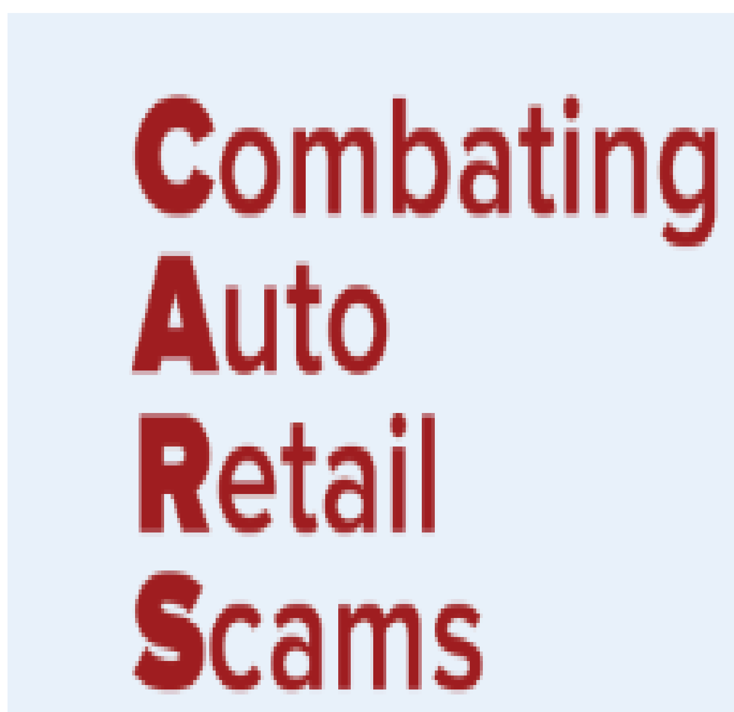
In commenting about the CARS Rule, consumers and some dealers expressed concern that unscrupulous dealers deceptively include add-on products or services in the transaction, or charge consumers for surprise items. The Rule defines an add-on as any product or service not provided to the consumer or installed by the manufacturer that the dealer, directly or indirectly, charges the consumer for. A particularly harmful practice is when those add-ons don't offer consumers a benefit.

Under the CARS Rule, a dealer may not charge for an add-on product or service if the consumer wouldn't benefit from it. Examples include charges for "nitrogen-filled tires" that contain no more nitrogen that naturally exists in the air. Other examples are add-ons that don't provide coverage for the vehicle, the consumer, or the transaction, or are duplicative of the car's warranty coverage. It would be illegal for a dealer to charge consumers for a GAP Agreement – a term the CARS Rule defines – if the consumer's vehicle or neighborhood is excluded from coverage or the loan-to-value ratio means the consumer won't benefit financially from the product or service.

4. The CARS Rule requires dealers to get consumers' express, informed consent before charging them for anything.

Under the CARS Rule, dealers must get consumers' express, informed consent before charging them for anything. Period. The Rule explains that express, informed consent means an affirmative act communicating unambiguous assent to be charged, made after receiving clear and conspicuous disclosures of: (1) what the charge is for; and (2) the amount of the charge, including, if the charge is for a product or service, all fees and costs the consumer will be charged over the period of repayment with and without the product or service. Under the CARS Rule, the consumer's consent must be in close proximity to when and where the dealer makes the clear disclosures. This information must be conveyed in writing, and also orally for in-person transactions.

Comments from consumers and the FTC's law enforcement experience in challenging illegal conduct by certain dealers point to some practices that subvert express, informed consent – for example, a signed or initialed document, by itself; a prechecked box; or an agreement obtained through any practice that has the effect of impairing consumers' autonomy, decision□making, or choice. The CARS Rule simply states that a basic tenet of consumer protection law – that consumers have a right to know in advance what they'll be charged and must give an unambiguous and fully informed "yes" before the business can charge them – applies with full force in the car buying or leasing process. Dealers who do these things – and keep records showing they did – are complying with that part of the CARS Rule.



Answers to questions dealers may have about the CARS Rule

What is the FTC's legal authority for enacting the CARS Rule?

The Dodd-Frank Act gives the FTC authority to make rules about unfair or deceptive dealer practices. The FTC announced a Notice of Proposed Rulemaking in 2022 to address unfair or deceptive practices in motor vehicle sales or leasing and received thousands of public comments from dealers, industry associations, consumer and community groups, federal and state agencies, and other people interested in the car buying process. The CARS Rule's Statement of Basis and Purpose discusses what many of those commenters had to say.

Who's covered by the CARS Rule?

The CARS Rule applies to Covered Motor Vehicle Dealers, defined as any person or business in the United States or a U.S. territory: 1) licensed by a state, the District of Columbia, or a territory to engage in the sale of Covered Motor Vehicles; 2) that takes title to, holds an ownership interest in, or takes physical custody of covered motor vehicles; and 3) is predominantly engaged in the sale and servicing of covered motor vehicles, their leasing and servicing, or both.

What kind of vehicles are covered by the CARS Rule?

The Rule applies to any Covered Motor Vehicle, which the Rule defines as any self-propelled vehicle designed for transporting people or property on public streets. In other words, the Rule applies to the advertising, sale, or leasing of automobiles, including cars, trucks, and SUVs. The CARS Rule's definition of "motor vehicle" doesn't include recreational boats and marine equipment; motorcycles, scooters, and electric bicycles; motor homes, recreational vehicle trailers, and slide□in campers; or golf carts.

What kinds of communications does the CARS Rule apply to?

The provisions of the CARS Rule apply to all means that dealers use to communicate with prospective car buyers and lessees. To name just some examples, that includes television and radio ads, print ads, direct mail, websites, social media, ads streamed online, and oral statements conveyed to consumers.

What does the CARS Rule mean by "clearly and conspicuously"?

Under FTC law – and as defined in the CARS Rule – "clearly and conspicuously" refers to a disclosure made in a way that's easy for consumers to understand and difficult for them to miss. Rather than mandating specific fonts or type sizes, the CARS Rule is results-oriented. It gives dealers the flexibility to determine the best way to meet the Rule's requirements for their consumers under the circumstances, and includes some basic standards to apply:

- **Ads in one modality.** If an ad or other communication is solely visual or solely audible – what advertising professionals sometimes call "one modality" – the disclosure must be made in that same way. In other words, if an ad is solely visual, the disclosure must be made visually, too.

- **Ads that are both visual and audible.** If an ad or other communication is both visual and audible – for example, a TV ad – the disclosure must be presented at the same time in both the visual and audible portions of the ad. That standard applies even if the claim requiring the disclosure is made just visually or just audibly.

- **Visual disclosures.** Fine print, dense blocks of text, or language hidden where consumers aren't likely to see it won't meet the FTC's "clear and conspicuous" standard. A visual disclosure must stand out from any accompanying text or other visual elements so that it's easy for consumers to notice, read, and understand. In considering a visual disclosure, keep in mind – among other things – how big it is, how well it contrasts with the background, whether the disclosure is located where consumers will easily see it, and how long it appears the screen.

- **Audible disclosures.** We've all heard fast-talking disclosures often at the end of ads that are hard to follow. Those won't do under the CARS Rule. An audible disclosure – for example, on radio, by telephone, or in streaming video – must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear it and understand what it means.

- **Interactive electronic media.** For ads or other communications conveyed through an interactive electronic media – say, the internet or software – the disclosure must be unavoidable.

Wording of disclosures. Disclosures must use words and grammar understandable to ordinary consumers. The Rule puts a premium on plain language. Legalese, jargon, or fancy double-talk won't meet that standard. What's more, disclosures must appear in each language in which the representation that requires the disclosure appears. (This Guide has more information about transactions in languages other than English.) Furthermore, other statements in the ad or communication can't contradict or be inconsistent with the disclosure.

How do I know if I'm making disclosures clearly and conspicuously?

The CARS Rule's definition of "clearly and conspicuously" and the advice in this Dealers Guide are good places to start. But a rule of thumb applied by honest advertisers – including car dealers – is to apply the same principles to disclosures that you use when crafting your own marketing materials. When you want consumers to sit up and take notice, you use big print, a clear font, eye-catching color, a contrasting background, and other design tools. You convey the information in a place consumers are sure to notice and in a way that's impossible for them to miss. You use plain language that's easy for consumers to understand. Think of it this way: How would you convey the information if you really wanted to reach your customers, rather than because you're complying with a regulation? Dealers who think of disclosures with that frame of mind are more likely to earn consumers' trust and avoid law enforcement consequences.

Does the CARS Rule apply to advertising and transactions in languages other than English?

Yes. Many dealers advertise, talk to car shoppers, and negotiate transactions in languages other than English. The CARS Rule's standards for truth and transparency apply across the board, regardless of the language the car shopper and the dealer may use. For example, the CARS Rule requires that for disclosures to meet the definition of "clear and conspicuous," the disclosure must be "easily understandable." If a dealer makes a disclosure in a language the consumer doesn't understand – and the content of the disclosure isn't otherwise clearly understood by the consumer – the disclosure wouldn't meet that requirement.

That standard also applies under the CARS Rule's definition of express, informed consent, which requires consumers to "unambiguously assent" to charges. Consumers can't unambiguously assent to something they don't understand. Furthermore, the "clear and conspicuous" definition specifies that a disclosure "must appear in each language in which the representation that requires the disclosure appears." (In this context, "appear" doesn't just refer to visual disclosures. It applies to oral disclosures, too.) That means that if the practice that makes the disclosure necessary is made in a language other than English, the dealer must make the corresponding disclosure in that language. For example, if a dealer refers to an optional add-on in Spanish, the corresponding disclosure that the consumer can buy or lease the vehicle without the add-on in Spanish, the corresponding disclosure that the consumer can buy or lease the vehicle without the add-on must also be in Spanish. Dealers should be aware of the FTC's long-standing Requirements concerning clear and conspicuous disclosures in foreign language advertising and sales materials, an Enforcement Policy Statement in place since 1973 and updated in 1998. To the extent that dealers engage in practices inconsistent with that Enforcement Policy Statement, they risk law enforcement action.

What if a car buyer agrees to waive their protections under the CARS Rule?

The Rule expressly prohibits that. In fact, it's a violation of the CARS Rule for anyone to obtain – or even attempt to obtain – a waiver from a consumer of any protection or right the Rule extends to them.

Does the CARS Rule include provisions about retaining records?

Yes. The CARS Rule includes recordkeeping requirements, which follow what many dealers are already doing. The recordkeeping procedures have the added benefit of protecting dealers if concerns are raised after the fact about their practices.

Under the CARS Rule, dealers must create and retain for at least 24 months all records necessary to demonstrate their compliance with the Rule. The 24 months is calculated from the date the record was created. That includes the following documents:

- **Ads.** Dealers must retain copies of all materially different ads, sales scripts, training materials, and marketing materials about the price, financing, or lease of a vehicle, that the dealer disseminated during the relevant time period. (If a dealer uses a credit or lease ad that includes different vehicles or different amounts for the same credit or lease terms, it's OK to retain an example, assuming that ads aren't otherwise materially different.)

- **Purchase orders and financing and leasing documents**. Dealers must retain copies of all purchase orders and financing and leasing documents signed by the consumer, whether or not final approval was received for financing or leasing. This provision also covers all written communications about sales, financing, or leasing between the dealer and any consumers who signs a purchase order or financing or lease contract.

- **Documents about add-ons.** Dealers must retain records demonstrating that add-ons in consumer contracts meet the requirements of the CARS Rule. That includes copies of all service contracts, GAP Agreements, and calculations of loan-to-value ratios in contracts including GAP Agreements.

- **Consumer complaints.** Dealers must retain copies of all written consumer complaints about sales, financing, or leasing; consumer inquiries related to add-ons; and inquiries and responses about disclosures required by the Rule.

  Dealers may keep required records in any legible form, and in the same manner, format, or place as they may already keep those records in the ordinary course of business. Failure to keep all required records is a violation of the CARS Rule.

  What's the penalty for violating the CARS Rule?

  The violation of any FTC Trade Regulation Rule – including the CARS Rule – could result in provisions that will require a company to change how it does business going forward, to give money back to injured consumers, and to pay civil penalties of as much as $50,120 per violation.

How does the FTC's CARS Rule interact with state laws?

The CARS Rule doesn't change or supersede any state law or regulation unless the state standard is inconsistent with the FTC Rule. In that case, the CARS Rule will apply. But here's an important caveat: If a state law or regulation gives consumer greater protections, the FTC doesn't consider that to be inconsistent and residents of that state will get the greater protections their state law gives them.

When does the CARS Rule take effect?
The effective date of the CARS Rule has been paused pending judicial review.

Where can dealers go to get more information about complying with federal consumer protection laws?
The FTC's Automobiles page features additional resources about complying with the law. Savvy business people also follow FTC law enforcement actions that could impact their industry. The FTC Business Blog publishes to-the-point recaps of FTC cases and initiatives, including ones relevant to car dealers. Subscribe to get Business Alerts delivered directly to your email box.

Glossary

Here is how the CARS Rule defines certain key terms.

Add-on or Add-on Product(s) or Service(s) means any product(s) or service(s) not provided to the consumer or installed on the Vehicle by the Vehicle manufacturer and for which the Dealer, directly or indirectly, charges a consumer in connection with a Vehicle sale, lease, or financing transaction.

Clear(ly) and Conspicuously means in a manner that is difficult to miss (i.e., easily noticeable) and easily understandable, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
6. The disclosure must comply with these requirements in each medium through which it is received.
7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

Covered Motor Vehicle or **Vehicle** means any self-propelled vehicle designed for transporting persons or property on a public street, highway, or road. For purposes of this part, the term Covered Motor Vehicle does not include the following: (1) Recreational boats and marine equipment; (2) Motorcycles, scooters, and electric bicycles; (3) Motor homes, recreational vehicle trailers, and slide-in campers; or (4) Golf carts.

Express, Informed Consent means an affirmative act communicating unambiguous assent to be charged, made after receiving and in close proximity to a Clear and Conspicuous disclosure, in writing, and also orally for in-person transactions, of the following: (1) What the charge is for; and (2) The amount of the charge, including, if the charge is for a product or service, all fees and costs to be charged to the consumer over the period of repayment with and without the product or service. The following are examples of what does not constitute Express, Informed Consent: (i) A signed or initialed document, by itself; (ii) Prechecked boxes; or (iii) An agreement obtained through any practice designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision-making, or choice.

GAP Agreement means an agreement to indemnify a Vehicle purchaser or lessee for any of the difference between the actual cash value of the Vehicle in the event of an unrecovered theft or total loss and the amount owed on the Vehicle pursuant to the terms of a loan, lease agreement, or installment sales contract used to purchase or lease the Vehicle, or to waive the unpaid difference between money received from the purchaser's or lessee's Vehicle insurer and some or all of the amount owed on the Vehicle at the time of the unrecovered theft or total loss, including products or services otherwise titled "Guaranteed Automobile Protection Agreement," "Guaranteed Asset Protection Agreement," "GAP insurance," or "GAP Waiver."

Government Charges means all fees or charges imposed by a Federal, State, or local government agency, unit, or department, including taxes, license and registration costs, inspection or certification costs, and any other such fees or charges.

Material or **Materially** means likely to affect a person's choice of, or conduct regarding, goods or services.

Offering Price means the full cash price for which a Dealer will sell or finance the Vehicle to any consumer, provided that the Dealer may exclude only required Government Charges.

[Note: Updated on January 24, 2024, to remove the Rule's effective date, pending judicial review.]

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EpiCar www.epicar.ai First Car Purchase on Platform with no Commission Fee	
Z66 Auto Auction–66 N Mingo Tulsa, OK 918-794-0660	One Buy Fee up to $75 One Sell Fee up to $75
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