

§ 453.8

manner. Providers shall not include in the casket, outer burial container, and general price lists, required by §§ 453.2(b)(2)–(4), any statement or information that alters or contradicts the information required by this part to be included in those lists.

§ 453.8 Declaration of intent.

(a) Except as otherwise provided in § 453.2(a), it is a violation of this rule to engage in any unfair or deceptive acts or practices specified in this rule, or to fail to comply with any of the preventive requirements specified in this rule;

(b) The provisions of this rule are separate and severable from one another. If any provision is determined to be invalid, it is the Commission's intention that the remaining provisions shall continue in effect.

(c) This rule shall not apply to the business of insurance or to acts in the conduct thereof.

§ 453.9 State exemptions.

If, upon application to the Commission by an appropriate state agency, the Commission determines that:

(a) There is a state requirement in effect which applies to any transaction to which this rule applies; and

(b) That state requirement affords an overall level of protection to consumers which is as great as, or greater than, the protection afforded by this rule; then the Commission's rule will not be in effect in that state to the extent specified by the Commission in its determination, for as long as the State administers and enforces effectively the state requirement.

PART 455—USED MOTOR VEHICLE TRADE REGULATION RULE

Sec.

455.1 General duties of a used vehicle dealer; definitions.

455.2 Consumer sales—window form.

455.3 Window form.

455.4 Contrary statements.

455.5 Spanish language sales.

455.6 State exemptions.

455.7 Severability.

AUTHORITY: 88 Stat. 2189, 15 U.S.C. 2309; 38 Stat. 717, as amended 15 U.S.C. 41 et seq.

SOURCE: 49 FR 45725, Nov. 19, 1984, unless otherwise noted.

16 CFR Ch. I (1–1–11 Edition)

§ 455.1 General duties of a used vehicle dealer; definitions.

(a) It is a deceptive act or practice for any used vehicle dealer, when that dealer sells or offers for sale a used vehicle in or affecting commerce as *commerce* is defined in the Federal Trade Commission Act:

(1) To misrepresent the mechanical condition of a used vehicle;

(2) To misrepresent the terms of any warranty offered in connection with the sale of a used vehicle; and

(3) To represent that a used vehicle is sold with a warranty when the vehicle is sold without any warranty.

(b) It is an unfair act or practice for any used vehicle dealer, when that dealer sells or offers for sale a used vehicle in or affecting commerce as *commerce* is defined in the Federal Trade Commission Act:

(1) To fail to disclose, prior to sale, that a used vehicle is sold without any warranty; and

(2) To fail to make available, prior to sale, the terms of any written warranty offered in connection with the sale of a used vehicle.

(c) The Commission has adopted this Rule in order to prevent the unfair and deceptive acts or practices defined in paragraphs (a) and (b). It is a violation of this Rule for any used vehicle dealer to fail to comply with the requirements set forth in §§ 455.2 through 455.5 of this part. If a used vehicle dealer complies with the requirements of §§ 455.2 through 455.5 of this part, the dealer does not violate this Rule.

(d) The following definitions shall apply for purposes of this part:

(1) *Vehicle* means any motorized vehicle, other than a motorcycle, with a gross vehicle weight rating (GVWR) of less than 8500 lbs., a curb weight of less than 6,000 lbs., and a frontal area of less than 46 sq. ft.

(2) *Used vehicle* means any vehicle driven more than the limited use necessary in moving or road testing a new vehicle prior to delivery to a consumer, but does not include any vehicle sold only for scrap or parts (title documents surrendered to the State and a salvage certificate issued).

(3) *Dealer* means any person or business which sells or offers for sale a used vehicle after selling or offering for sale

Federal Trade Commission

§ 455.2

five (5) or more used vehicles in the previous twelve months, but does not include a bank or financial institution, a business selling a used vehicle to an employee of that business, or a lessor selling a leased vehicle by or to that vehicle's lessee or to an employee of the lessee.

(4) *Consumer* means any person who is not a used vehicle dealer.

(5) *Warranty* means any undertaking in writing, in connection with the sale by a dealer of a used vehicle, to refund, repair, replace, maintain or take other action with respect to such used vehicle and provided at no extra charge beyond the price of the used vehicle.

(6) *Implied warranty* means an implied warranty arising under State law (as modified by the Magnuson-Moss Act) in connection with the sale by a dealer of a used vehicle.

(7) *Service contract* means a contract in writing for any period of time or any specific mileage to refund, repair, replace, or maintain a used vehicle and provided at an extra charge beyond the price of the used vehicle, provided that

such contract is not regulated in your State as the business of insurance.

(8) *You* means any dealer, or any agent or employee of a dealer, except where the term appears on the window form required by § 455.2(a).

§ 455.2 Consumer sales—window form.

(a) *General duty.* Before you offer a used vehicle for sale to a consumer, you must prepare, fill in as applicable and display on that vehicle a "Buyers Guide" as required by this Rule.

(1) The Buyers Guide shall be displayed prominently and conspicuously in any location on a vehicle and in such a fashion that both sides are readily readable. You may remove the form temporarily from the vehicle during any test drive, but you must return it as soon as the test drive is over.

(2) The capitalization, punctuation and wording of all items, headings, and text on the form must be exactly as required by this Rule. The entire form must be printed in 100% black ink on a white stock no smaller than 11 inches high by 7¼ inches wide in the type styles, sizes and format indicated.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

 VEHICLE MAKE MODEL YEAR VIN NUMBER

 DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:

AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

WARRANTY

FULL **LIMITED WARRANTY.** The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:	DURATION:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

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 2 pt Rule
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 maximum line 42 picas
 10 pt Baseline Rule
 6 pt Trumvirate Bold caps
 10 pt Baseline Rule
 6 pt Trumvirate Bold caps
 10 pt Trumvirate Bold caps
 2 pt Rule
 54 pt Box
 42 pt Trumvirate Bold caps
 10/10 Trumvirate Bold c & ic
 flush left ragged right
 maximum line 42 picas
 1 pt Rule
 54 pt Box
 42 pt Trumvirate Bold caps
 10/10 Trumvirate Bold c & ic
 4½ picas indent on 2nd
 line
 10 pt Trumvirate Bold caps
 10 pt Baseline Rule
 10/10 Trumvirate Bold c & ic
 maximum line 42 picas
 10/10 Trumvirate Bold caps
 flush left ragged right
 maximum line 42 picas
 10/10 Trumvirate Bold c & ic
 flush left ragged right
 maximum line 42 picas

Below is a list of some major defects that may occur in used motor vehicles.

- Frame & Body**
 - Frame-cracks, corrective welds, or rusted through
 - Dogtracks—bent or twisted frame
- Engine**
 - Oil leakage, excluding normal seepage
 - Cracked block or head
 - Belts missing or inoperable
 - Knocks or misses related to camshaft lifters and push rods
 - Abnormal exhaust discharge
- Transmission & Drive Shaft**
 - Improper fluid level or leakage, excluding normal seepage
 - Cracked or damaged case which is visible
 - Abnormal noise or vibration caused by faulty transmission or drive shaft
 - Improper shifting or functioning in any gear
 - Manual clutch slips or chatters
- Differential**
 - Improper fluid level or leakage excluding normal seepage
 - Cracked or damaged housing which is visible
 - Abnormal noise or vibration caused by faulty differential
- Cooling System**
 - Leakage including radiator
 - Improperly functioning water pump
- Electrical System**
 - Battery leakage
 - Improperly functioning alternator, generator, battery, or starter
- Fuel System**
 - Visible leakage
- Inoperable Accessories**
 - Gauges or warning devices
 - Air conditioner
 - Heater & Defroster

- Brake System**
 - Failure warning light broken
 - Pedal not firm under pressure (DOT spec)
 - Not enough pedal reserve (DOT spec)
 - Does not stop vehicle in straight (DOT spec)
 - Hoses damaged
 - Drum or rotor too thin (Mfgr. Specs)
 - Lining or pad thickness less than 1/32 inch
 - Power unit not operating or leaking
 - Structural or mechanical parts damaged
- Steering System**
 - Too much free play at steering wheel (DOT specs)
 - Free play in linkage more than 1/4 inch
 - Steering gear binds or jams
 - Front wheels aligned improperly (DOT specs)
 - Power unit belts cracked or slipping
 - Power unit fluid level improper
- Suspension System**
 - Ball joint seals damaged
 - Structural parts bent or damaged
 - Stabilizer bar disconnected
 - Spring broken
 - Shock absorber mounting loose
 - Flubber bushings damaged or missing
 - Radius rod damaged or missing
 - Shock absorber leaking or functioning improperly
- Tires**
 - Tread depth less than 2/32 inch
 - Sizes mismatched
 - Visible damage
- Wheels**
 - Visible cracks, damage or repairs
 - Mounting bolts loose or missing
- Exhaust System**
 - Leakage

12 pt Triumvirate Bold lc
flush left ragged right
maximum line 42 picas

2 pt Rule

8/9 Triumvirate Bold c & lc
flush left ragged right
maximum line 20 picas
1 em indent on 2nd line

2 pt Rule

DEALER

ADDRESS

SEE FOR COMPLAINTS

10 pt Baseline Rule
6 pt Triumvirate Bold caps

2 pt Rule

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

10/12 Triumvirate Bold c & lc
maximum line 42 picas

When filling out the form, follow the directions in (b) through (e) of this section and § 455.4 of this part.

(b) *Warranties—(1) No Implied Warranty—“As Is”/No Warranty.* (i) If you offer the vehicle without any implied warranty, i.e., “as is,” mark the box provided. If you offer the vehicle with implied warranties only, substitute the disclosure specified below, and mark the box provided. If you first offer the vehicle “as is” or with implied warranties only but then sell it with a warranty, cross out the “As Is—No War-

ranty” or “Implied Warranties Only” disclosure, and fill in the warranty terms in accordance with paragraph (b)(2) of this section.

(ii) If your State law limits or prohibits “as is” sales of vehicles, that State law overrides this part and this rule does not give you the right to sell “as is.” In such States, the heading “As Is—No Warranty” and the paragraph immediately accompanying that phrase must be deleted from the form, and the following heading and paragraph must be substituted. If you sell

§ 455.2

16 CFR Ch. I (1-1-11 Edition)

vehicles in States that permit “as is” sales, but you choose to offer implied warranties only, you must also use the following disclosure instead of “As Is—No Warranty”:¹

IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, State law “implied warranties” may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

(2) *Full/Limited Warranty.* If you offer the vehicle with a warranty, briefly describe the warranty terms in the space provided. This description must include the following warranty information:

(i) Whether the warranty offered is “Full” or “Limited.”² Mark the box next to the appropriate designation.

(ii) Which of the specific systems are covered (for example, “engine, transmission, differential”). You cannot use shorthand, such as “drive train” or “power train” for covered systems.

(iii) The duration (for example, “30 days or 1,000 miles, whichever occurs first”).

(iv) The percentage of the repair cost paid by you (for example, “The dealer will pay 100% of the labor and 100% of the parts.”)

(v) If the vehicle is still under the manufacturer’s original warranty, you may add the following paragraph below the “Full/Limited Warranty” disclosure: MANUFACTURER’S WARRANTY STILL APPLIES. The manufacturer’s original warranty has not expired on the vehicle. Consult the manufacturer’s warranty booklet for details as to warranty coverage, service location, etc.

If, following negotiations, you and the buyer agree to changes in the warranty coverage, mark the changes on the

form, as appropriate. If you first offer the vehicle with a warranty, but then sell it without one, cross out the offered warranty and mark either the “As Is—No Warranty” box or the “Implied Warranties Only” box, as appropriate.

(3) *Service contracts.* If you make a service contract (other than a contract that is regulated in your State as the business of insurance) available on the vehicle, you must add the following heading and paragraph below the “Full/Limited Warranty” disclosure and mark the box provided.³

Service Contract

A service contract is available at an extra charge on this vehicle. If you buy a service contract within 90 days of the time of sale, State law “implied warranties” may give you additional rights.

(c) *Name and Address.* Put the name and address of your dealership in the space provided. If you do not have a dealership, use the name and address of your place of business (for example, your service station) or your own name and home address.

(d) *Make, Model, Model Year, VIN.* Put the vehicle’s name (for example, “Chevrolet”), model (for example, “Vega”), model year, and Vehicle Identification Number (VIN) in the spaces provided. You may write the dealer stock number in the space provided or you may leave this space blank.

(e) *Complaints.* In the space provided, put the name and telephone number of the person who should be contacted if any complaints arise after sale.

(f) *Optional Signature Line.* In the space provided for the name of the individual to be contacted in the event of complaints after sale, you may include a signature line for a buyer’s signature. If you opt to include a signature line, you must include a disclosure in immediate proximity to the signature line stating: “I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.” You may pre-print this language on the form if you choose.

[49 FR 45725, Nov. 19, 1984, as amended at 60 FR 62205, Dec. 5, 1995]

³See § 455.5 n. 4 for the Spanish version of this disclosure.

¹See § 455.5 n. 4 for the Spanish version of this disclosure.

²A “Full” warranty is defined by the Federal Minimum Standards for Warranty set forth in 104 of the Magnuson-Moss Warranty Act, 15 U.S.C. 2304 (1975). The Magnuson-Moss Warranty Act does not apply to vehicles manufactured before July 4, 1975. Therefore, if you choose not to designate “Full” or “Limited” for such cars, cross out both designations, leaving only “Warranty”.

Federal Trade Commission

§ 455.5

§ 455.3 Window form.

(a) *Form given to buyer.* Give the buyer of a used vehicle sold by you the window form displayed under §455.2 containing all of the disclosures required by the Rule and reflecting the warranty coverage agreed upon. If you prefer, you may give the buyer a copy of the original, so long as that copy accurately reflects all of the disclosures required by the Rule and the warranty coverage agreed upon.

(b) *Incorporated into contract.* The information on the final version of the window form is incorporated into the contract of sale for each used vehicle you sell to a consumer. Information on the window form overrides any contrary provisions in the contract of sale. To inform the consumer of these facts, include the following language conspicuously in each consumer contract of sale:

The information you see on the window form for this vehicle is part of this contract.

Information on the window form overrides any contrary provisions in the contract of sale.

§ 455.4 Contrary statements.

You may not make any statements, oral or written, or take other actions which alter or contradict the disclosures required by §§ 455.2 and 455.3. You may negotiate over warranty coverage, as provided in §455.2(b) of this part, as long as the final warranty terms are identified in the contract of sale and summarized on the copy of the window form you give to the buyer.

§ 455.5 Spanish language sales.

If you conduct a sale in Spanish, the window form required by §455.2 and the contract disclosures required by §455.3 must be in that language. You may display on a vehicle both an English language window form and a Spanish language translation of that form. Use the following translation and layout for Spanish language sales:⁴

⁴Use the following language for the “Implied Warranties Only” disclosure when required by §455.2(b)(1):

Garantías implícitas solamente

Este término significa que el vendedor no hace promesas específicas de arreglar lo que requiera reparación cuando usted compra el vehículo o después del momento de la venta. Pero, las “garantías implícitas” de la ley estatal pueden darle a usted algunos derechos y hacer que el vendedor resuelva problemas graves que no fueron evidentes cuando usted compró el vehículo.

Use the following language for the “Service Contract” disclosure required by §455.2(b)(3):

CONTRATO DE SERVICIO. Este vehículo tiene disponible un contrato de servicio a un precio adicional. Pida los detalles en cuanto a cobertura, deducible, precio y exclusiones. Si adquiere usted un contrato de servicio dentro de los 90 días del momento de la venta, las “garantías implícitas” de acuerdo a la ley del estado pueden concederle derechos adicionales.

GUÍA DEL COMPRADOR

IMPORTANTE: Las promesas verbales son difíciles de hacer cumplir. Solicite al vendedor que ponga todas las promesas por escrito. Conserve este formulario.

MARCA DEL VEHICULO	MODELO	AÑO	NUMERO DE IDENTIFICACION

NUMERO DEL ABASTO DEL DISTRIBUIDOR (Opcional)

GARANTÍAS PARA ESTE VEHICULO:

COMO ESTÁ—SIN GARANTÍA

USTED PAGARA TODOS LOS GASTOS DE CUALQUIER REPARACION QUE SEA NECESARIA. El vendedor no asume ninguna responsabilidad por cualquier reparacion, sean cuales sean las declaraciones verbales que haya hecho acerca del vehiculo.

GARANTÍA

COMPLETA LIMITADA. El vendedor pagara el ____% de la mano de obra y el ____% de los repuestos de los sistemas cubiertos que dejen de funcionar durante el periodo de garantia. Pida al vendedor una copia del documento de garantia donde se explican detalladamente la cobertura de la garantia, exclusiones y las obligaciones que tiene el vendedor de realizar reparaciones. Conforme a la ley estatal, las "garantias implicitas" pueden darle a usted incluso más derechos.

SISTEMAS CUBIERTOS POR LA GARANTÍA:

DURACION:

CONTRATO DE SERVICIO. Este vehiculo tiene disponible un contrato de servicio a un precio adicional. Pida los detalles en cuanto a cobertura, deducible, precio y exclusiones. Si adquiere usted un contrato de servicio dentro de los 90 dias del momento de la venta, las "garantias implicitas" de acuerdo a la ley del estado pueden concederle derechos adicionales.

INSPECCION PREVIA A LA COMPRA: PREGUNTE AL VENDEDOR SI PUEDE USTED TRAER UN MECANICO PARA QUE INSPECCIONE EL AUTOMOVIL O LLEVAR EL AUTOMOVIL PARA QUE ESTE LO INSPECCIONE EN SU TALLER.

VEASE EL DORSO DE ESTE FORMULARIO donde se proporciona informacion adicional importante, incluyendo una lista de algunos de los principales defectos que pueden ocurrir en vehiculos usados.

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maximum line 38 picas

Harline Rule
6/8 pt Trumvirate Bold caps

Harline Rule
6/8 pt Trumvirate Bold caps

10 pt Trumvirate Bold caps
2 pt Rule

28 pt Box
24 pt Trumvirate Bold c & ic

10/10 Trumvirate Bold c & ic
maximum line 38 picas

1 pt Rule

28 pt Box
24 pt Trumvirate Bold c & ic

10/10 Trumvirate Bold c & ic
7 1/2 picas indent
on runovers

10/10 Trumvirate Bold caps

10/12 Harline Rule

10/10 Trumvirate Bold c & ic
maximum line 38 picas

10/10 Trumvirate Bold caps
maximum line 38 picas

10/10 Trumvirate Bold c & ic
maximum line 38 picas

A continuación presentamos una lista de algunos de los principales defectos que pueden ocurrir en vehículos usados.

<p>Chasis y carrocería Chasis-grietas, soldaduras correctivas u oxidado Chasis doblado o torcido</p> <p>Motor Fuga de aceite, excluyendo el escape normal Bloqueo o tapa de recámara agrietados Correas que faltan o no funcionan Fallo o pistoneo Emisión excesiva de humo por el sistema de escape</p> <p>Transmisión y eje de cardan Nivel de líquido inadecuado o fuga, excluyendo filtración normal Cubiertas agrietada o dañada visible Vibración o ruido anormal ocasionado por una transmisión o eje de cardan defectuoso Cambio de marchas o funcionamiento inadecuado en cualquier marcha Embrague manual patina o vibra</p> <p>Diferencial Nivel de líquido inadecuado o fuga, excluyendo filtración normal Cubierta agrietada o dañada visible Ruido o vibración anormal ocasionado por diferencial defectuoso</p> <p>Sistema de refrigeración Fuga, incluido el radiador Bomba de agua defectuosa</p> <p>Sistema eléctrico Fuga en las baterías Alternador, generador, batería, o motor de arranque defectuosos</p> <p>Sistema de combustible Escape visible de combustible</p> <p>Accesorios averiados Indicadores o medidores del cuadro de instrumentos Acondicionador de aire Calefactor y descarchador</p>	<p>Sistema de frenos Luz de advertencia de falla dañada Pedal no firma bajo presión (Especif. del Dpto de Transp.) Juego insuficiente en el pedal (Especif. del Dpto de Transp.) No detiene el vehículo en línea recta (Especif. del Dpto de Transp.) Conductos dañados Tambor o disco muy delgados (Especif. del fabricante) Grosor de las bandas de los frenos menor de 1/32 de pulgada Sistema de servofreno dañado o con escape Partes estructurales o mecánicas dañadas</p> <p>Sistema de dirección Juego excesivo en el volante (Especif. Dpto de Transp.) Juego en el varillaje en exceso de 1/4 pulgada Engranaje del volante de dirección se agarra Ruedas delanteras mal alineadas (Especif. del Dpto de Transp.) Correas del sistema de servodirección agrietadas o flojas Nivel del líquido del sistema de servodirección inadecuado</p> <p>Sistema de suspensión Sellos de conexión de rodamientos defectuosos Piezas estructurales dobladas o dañadas Barra de estabilización desconectada Resorte roto Montura del amortiguador floja Bujes de goma dañados o ausentes Estabilizador para curvas dañadas o ausente Amortiguador tiene fuga o funciona defectuosamente</p> <p>Llantas Profundidad de la banda de rodamiento menor de 2/32 de pulgada Diferentes tamaños de llanta Daños visibles</p> <p>Ruedas Grietas visibles, daños o reparaciones Pernos de montaje sueltos o ausentes</p> <p>Sistema de Escape Fuga</p>
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12 pt Trumvirate Bold It
 flush left ragged right
 maximum line 42 picas

2 pt Rule

89 Trumvirate Bold c & It
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 maximum line 20 picas
 1 em indent on 2nd line

2 pt Rule

VENDEDOR _____

DIRECCION _____

VEASE PARA RECLAMACIONES _____

10 pt Baseline Rule

6 pt Trumvirate Bold caps

IMPORTANTE: La información contenida en este formulario forma parte de todo contrato de compra de este vehículo. Constituye una contravención de la ley federal (16 C.F.R. 455) quitar este rotulo antes de la compra del vehículo por el consumidor (salvo para conducir el automovil en calidad de prueba).

2 pt Rule

10 1/2 Trumvirate Bold c & It
 maximum line 42 picas

[49 FR 45725, Nov. 19, 1984, as amended at 60 FR 62205, Dec. 5, 1995]

§ 455.6 State exemptions.

(a) If, upon application to the Commission by an appropriate State agency, the Commission determines, that—

(1) There is a State requirement in effect which applies to any transaction to which this rule applies; and

(2) That State requirement affords an overall level of protection to consumers which is as great as, or greater than, the protection afforded by this Rule; then the Commission's Rule will not be in effect in that State to the extent specified by the Commission in its determination, for as long as the State

administers and enforces effectively the State requirement.

(b) Applications for exemption under subsection (a) should be directed to the Secretary of the Commission. When appropriate, proceedings will be commenced in order to make a determination described in paragraph (a) of this section, and will be conducted in accordance with subpart C of part 1 of the Commission's Rules of Practice.

§ 455.7 Severability.

The provisions of this part are separate and severable from one another. If

any provision is determined to be invalid, it is the Commission's intention that the remaining provisions shall continue in effect.

PART 456—OPHTHALMIC PRACTICE RULES (EYEGLOSS RULE)

Sec.

456.1 Definitions.

456.2 Separation of examination and dispensing.

456.3 Federal or State employees.

456.4 Declaration of Commission Intent.

456.5 Rules applicable to prescriptions for contact lenses and related issues.

AUTHORITY: 15 U.S.C. 57a; 5 U.S.C. 552.

SOURCE: 57 FR 18822, May 1, 1992, unless otherwise noted.

§ 456.1 Definitions.

(a) A *patient* is any person who has had an eye examination.

(b) An *eye examination* is the process of determining the refractive condition of a person's eyes or the presence of any visual anomaly by the use of objective or subjective tests.

(c) *Ophthalmic goods* are eyeglasses, or any component of eyeglasses, and contact lenses.

(d) *Ophthalmic services* are the measuring, fitting, and adjusting of ophthalmic goods subsequent to an eye examination.

(e) An *ophthalmologist* is any Doctor of Medicine or Osteopathy who performs eye examinations.

(f) An *optometrist* is any Doctor of Optometry.

(g) A *prescription* is the written specifications for lenses for eyeglasses which are derived from an eye examination, including all of the information specified by state law, if any, necessary to obtain lenses for eyeglasses.

§ 456.2 Separation of examination and dispensing.

It is an unfair act or practice for an ophthalmologist or optometrist to:

(a) Fail to provide to the patient one copy of the patient's prescription immediately after the eye examination is completed. Provided: An ophthalmologist or optometrist may refuse to give the patient a copy of the patient's prescription until the patient has paid for the eye examination, but only if that

ophthalmologist or optometrist would have required immediate payment from that patient had the examination revealed that no ophthalmic goods were required;

(b) Condition the availability of an eye examination to any person on a requirement that the patient agree to purchase any ophthalmic goods from the ophthalmologist or optometrist;

(c) Charge the patient any fee in addition to the ophthalmologist's or optometrist's examination fee as a condition to releasing the prescription to the patient. Provided: An ophthalmologist or optometrist may charge an additional fee for verifying ophthalmic goods dispensed by another seller when the additional fee is imposed at the time the verification is performed; or

(d) Place on the prescription, or require the patient to sign, or deliver to the patient a form or notice waiving or disclaiming the liability or responsibility of the ophthalmologist or optometrist for the accuracy of the eye examination or the accuracy of the ophthalmic goods and services dispensed by another seller.

§ 456.3 Federal or State employees.

This rule does not apply to ophthalmologists or optometrists employed by any Federal, State or local government entity.

§ 456.4 Declaration of Commission Intent.

In prohibiting the use of waivers and disclaimers of liability in § 456.2(d), it is not the Commission's intent to impose liability on an ophthalmologist or optometrist for the ophthalmic goods and services dispensed by another seller pursuant to the ophthalmologist's or optometrist's prescription.

§ 456.5 Rules applicable to prescriptions for contact lenses and related issues.

Rules applicable to prescriptions for contact lenses and related issues may be found at 16 CFR part 315 (Contact Lens Rule).

[69 FR 40511, July 2, 2004]