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(3) The funeral provider is unable to contact a family member or other authorized person after exercising due diligence, has no reason to believe the family does not want embalming performed, and obtains subsequent approval for embalming already performed (expressly so described). In seeking approval, the funeral provider must disclose that a fee will be charged if the family selects a funeral which requires embalming, such as a funeral with viewing, and that no fee will be charged if the family selects a service which does not require embalming, such as direct cremation or immediate burial.

(b) *Preventive requirement*. To prevent these unfair or deceptive acts or practices, funeral providers must include on the itemized statement of funeral goods and services selected, required by §453.2(b)(5), the statement: ''If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.''

§453.6 Retention of documents.

To prevent the unfair or deceptive acts or practices specified in §§453.2 and 453.3 of this rule, funeral providers must retain and make available for inspection by Commission officials true and accurate copies of the price lists specified in §§453.2(b) (2) through (4), as applicable, for at least one year after the date of their last distribution to customers, and a copy of each statement of funeral goods and services selected, as required by §453.2(b)(5), for at least one year from the date of the arrangements conference.

§453.7 Comprehension of disclosures.

To prevent the unfair or deceptive acts or practices specified in §§453.2 through 453.5, funeral providers must make all disclosures required by those sections in a clear and conspicuous 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: 15 U.S.C. 2309; 15 U.S.C. 41–58.

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

§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 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

28 pt Triumvirate Bold caps

2 pt Rule

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

10/12 Triumvirate Bold c & lc flush left ragged right maximum line 42 picas

VEHICLE MAKE MODEL YEAR VIN NUMBER

10 pt Baseline Rule
6 pt Triumvirate Bold caps

DEALER STOCK NUMBER (Optional)

10 pt Baseline Rule
6 pt Triumvirate Bold caps

WARRANTIES FOR THIS VEHICLE:

10 pt Triumvirate Bold caps

2 pt Rule

☐ **AS IS - NO WARRANTY**

54 pt Box
42 pt Triumvirate Bold caps

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

10/10 Triumvirate Bold c & lc flush left ragged right maximum line 42 picas

1 pt Rule

☐ **WARRANTY**

54 pt Box
42 pt Triumvirate Bold caps

☐ **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.**

10/10 Triumvirate Bold c & lc 4½ picas indent on 2nd line

SYSTEMS COVERED: **DURATION:**

10 pt Triumvirate Bold caps

10 pt Baseline Rule

☐ **SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductable, 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.**

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

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

10/10 Triumvirate Bold caps flush left ragged right maximum line 42 picas

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

10/10 Triumvirate Bold c & lc flush left ragged right maximum line 42 picas

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

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

2 pt Rule

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

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
Rubber 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

2 pt Rule

10 pt Baseline Rule
6 pt Triumvirate Bold caps

DEALER _____

ADDRESS _____

_____

SEE FOR COMPLAINTS _____

2 pt Rule

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

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).

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 Warranty" 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

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 make (for example, ''Chevrolet''), model (for example, ''Corvette''), 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; 77 FR 73914, Dec. 12, 2012]

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

[2] A ''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''.

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

§ 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]

[4] Use 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

28 pt Triumvirate Bold caps

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

2 pt rule

10/10 pt Triumvirate Bold c & lc maximum line 38 picas

MARCA DEL VEHÍCULO MODELO AÑO NÚMERO DE IDENTIFICACIÓN

Hairline rule

6 pt Triumvirate Bold caps

NÚMERO DE ABASTO DEL DISTRIBUIDOR (Opcional)

Hairline rule

6 pt Triumvirate Bold caps

GARANTÍAS PARA ESTE VEHÍCULO:

10 pt Triumvirate Bold caps

2 pt rule

☐ COMO ESTÁ—SIN GARANTÍA

28 pt box, 1 pt stroke

24 pt Triumvirate Bold caps

USTED PAGARÁ TODOS LOS GASTOS DE CUALQUIER REPARACIÓN QUE SEA NECESARIA. El concesionario no asume ninguna responsabilidad por cualquier reparación, independientemente de las declaraciones verbales que haya hecho acerca del vehículo.

10/10 pt Triumvirate Bold c & lc maximum line 38 picas

1 pt rule

☐ GARANTÍA

28 pt box, 1 pt stroke

24 pt Triumvirate Bold caps

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

8 pt boxes, 1 pt stroke

10/10 pt Triumvirate Bold c & lc 7½ picas indent on runovers

SISTEMAS CUBIERTOS POR LA GARANTÍA: **DURACIÓN:**

10/10 pt Triumvirate Bold caps

Hairline rules

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.

10/10 pt Triumvirate Bold c & lc maximum line 38 picas

INSPECCIÓN PREVIA A LA COMPRA: PREGUNTE AL CONCESIONARIO SI PUEDE USTED TRAER UN MECÁNICO PARA QUE INSPECCIONE EL AUTOMÓVIL O LLEVAR EL AUTOMÓVIL PARA QUE ESTE LO INSPECCIONE EN SU TALLER.

10/10 pt Triumvirate Bold caps maximum line 38 picas

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

10/10 pt Triumvirate Bold c & lc maximum line 38 picas

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

Chasis y carrocería
Grietas en el chasis, soldaduras correctivas u oxidadas
Chasis doblado o torcido

Motor
Fuga de aceite, excluyendo el escape normal
Bloque o tapa de recámara agrietados
Correas que faltan o no funcionan
Fallo o pistoneo
Emisión excesiva de humo por el sistema de escape

Transmisión y eje de cardán
Nivel de líquido inadecuado o fuga, excluyendo filtración normal
Cubierta agrietada o visiblemente dañada
Vibración o ruido anormal ocasionado por una transmisión o eje de cardán defectuoso
Cambio de marchas o funcionamiento inadecuado en cualquier marcha
Embrague manual patina o vibra

Diferencial
Nivel de líquido inadecuado o fuga excluyendo filtración normal
Cubierta agrietada o visiblemente dañada
Ruido o vibración anormal ocasionado por diferencial defectuoso

Sistema de enfriamiento
Fuga, incluido el radiador
Bomba de agua defectuosa

Sistema eléctrico
Fuga en las baterías
Alternador, generador, batería, o motor de arranque defectuosos

Sistema de combustible
Escape visible de combustible

Accesorios averiados
Indicadores o medidores del cuadro de instrumentos
Aire acondicionado
Calefactor y Desempañador

Sistema de frenos
Luz de advertencia de falla dañada
Pedal no firme bajo presión (Especif. del Dpto. de Transp.)
Distancia insuficiente del 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

Sistema de dirección
Juego excesivo en el volante (Especif. del Dpto. de Transp.)
Juego en el varillaje en exceso de 1/4 pulgada
Engranaje del volante de dirección se agarrota
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

Sistema de suspensión
Bielitas de conexión de rodamientos defectuosos
Piezas estructurales dobladas o dañadas
Barra de estabilización desconectada
Resorte roto
Montura del amortiguador floja
Bujes de goma dañadas o ausentes
Estabilizador para curvas dañadas o ausente
Amortiguador tiene fuga o funciona defectuosamente

Llantas
Profundidad de la banda de rodamiento menor de 2/32 de pulgada
Diferentes tamaños de llanta
Daños visibles

Ruedas
Grietas visibles, daños o reparaciones
Pernos de montaje sueltos o ausentes

Sistema de Escape
Fuga

CONCESIONARIO

DIRECCIÓN

VÉASE PARA RECLAMACIONES

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 rótulo antes de la compra del vehículo por el consumidor (salvo para conducir el automóvil en calidad de prueba).

8/9 pt Triumvirate Bold c & lc
flush left ragged right
maximum line 38 picas

2 pt rule

7/8 pt Triumvirate Bold & Light
c & lc
flush left ragged right
maximum line 20 picas
1 em indent on 2nd line

2 pt rule

Hairline rules
6 pt Triumvirate Bold caps

2 pt rule

8/9 pt Triumvirate Bold c & lc
maximum line 38 picas

[49 FR 45725, Nov. 19, 1984, as amended at 60 FR 62205, Dec. 5, 1995; 77 FR 73914, Dec. 12, 2012]

§ 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 (EYEGLASS 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]