



FLORIDA CONSUMERS SPEAK OUT ABOUT DEALERSHIP FRAUD

Since the release of Public Citizen's report, *Rip-Off Nation: Auto Dealers' Swindling of America*, Public Citizen has been contacted by **90 consumers** who either live in Florida or purchased their vehicle in the state. Eighty-seven of these people gave us permission to share their stories with law enforcement. These consumers described numerous ways that they been swindled when purchasing a vehicle.

- A vast majority (63) of the FL consumers secured financing through the dealership. Fifteen said that their loan terms were changed without their consent. Another 10 were uncertain as to whether their loan terms had been changed.
- Over a third (29) of the FL consumers noticed undisclosed products or services on their contracts. An additional 28 said they may have had undisclosed charges, but were unsure. These hidden items included extended warranties, "etch,"¹ and monogrammed floor mats.
- Twenty-two of the FL consumers were offered products or services "free of charge" and 7 of these people later found out that there were in fact charges for the offered items (an additional 8 of the 22 were unsure about whether they had been charged). The 7 consumers were charged for "free" items including oil changes, extended warranties, free tires for the life of the vehicle, roadside assistance programs and rental car services.
- Seven FL consumers noted that they were offered "etch" on their contracts (33 additional consumers were unsure), but only three of these consumers had the charge for the product described to them.
- Over one third (33) of FL consumers took spot delivery of their vehicle, but 21 of these consumers had the terms of their contracts altered following delivery. These changes included the total amount financed on their loans, the amount paid for their trade-in, the selling price of the vehicle, the terms of extended warranties, and loan terms including inflated annual percentage rates and monthly payments.
- Eighteen FL consumers signed mandatory arbitration agreements. An additional 42 were not sure whether they signed them or not.
- Twenty-four consumers were asked to sign blank or largely blank paperwork.

IN THEIR OWN WORDS:

Wait, that's not what I wanted!

Consumer in Palm Bay, FL, wrote:

I originally went in to purchase a used car for my daughter. I had been in contact with the [general manager] via many e-mails regarding a particular car I wanted before I went in to get approved for it. After many hours passed when it was time for me to get financing the rep. came in and told me I could not get financing for a used car but I could get financing for a new car only and from there on I was his victim. I went in for a used \$5,000 car and came out owing \$26+ thousand dollars. I immediately contacted the company via customer relations customer card. I told them I thought that I was taken advantage of. I was just rushed and rushed and rushed to sign the contracts I feel I was severely taken advantage of [...] They had a big fish on the line and they just reeled me in hook, line and sinker.

Consumer in Tampa, FL, wrote:

The car had a "certified" sticker on the front driver side window and the salesman informed me they [did] something called a "104 point inspection" and the car was fine. A week later I dropped the car off to them informing them the driver side window did not close completely. They supposedly took it to [to the shop] and had it fixed. I took the car back to [the shop] and was told the car had major problems on the driver side and that it had been in a bad accident leaving the driver side doors warped with nothing they can do about it. I got a report from Carfax stating the car used to be a rental (was not told this by the salesman). I then called [the general manager at the dealership] and he told me "that's what happens when you buy a used a car." I asked him about the "Certification" and he said they only certify Lincolns and Mercurys I told him my car had the "certified" sticker on it and he said "NO it didn't" I told him it did again and he said "what do you want me to do about this?" I informed him that he sold me a junk car and again he said "that's what happens when you buy a used car." I think they deliberately sold this car knowing its history and feel they should either refund what I have put into this car, pay off the difference and/or give me the 4 year extended warranty that I had originally asked for and was told I had when I purchased the car.

Consumer in Jacksonville, FL, wrote:

There are 3 different cash price amounts on 3 different contracts. Also when filling out one of the contracts I verified verbally that the sale price which I was looking at was \$26000.00 sum odd dollars. They said yes. After watching [Dateline] I went and looked at the contracts and the sales price was \$27493.87.

Can they really get away with falsifying information and making us sign blank documents?

Consumer in Port Richey, FL, wrote:

Paperwork was falsified to show income being higher than it was. [...] [T]he dealership falsified information after the sale and would not rescind it when requested.

Inflated prices aren't fair.

Consumer in Cocoa, FL, wrote:

They told me my bank would not approve my loan. I called my bank, the reason they would not approve is because the dealership was listing the van at 2,000 over MSRP. The dealer tried to get me to take their financing and I refused. They lowered the price of the van so my bank would approve but required a \$540.00 down payment which was not discussed at the time of purchase.

Consumer in Winter Haven, FL, wrote:

Dealer padded \$500 to the negotiated price of the car [by doing] some funny math with taxes, so I would not notice it. Later, I noticed the extra \$500. Negotiated price was \$20,950. The contract stated \$21,450.

“Free” services are no gift.

Consumer in Tampa, FL, wrote:

[They offered me a] "free" rental car for 3 years, [but there was] actually a charge of \$400 on the contract, and the car has to be reserved a week in advance. They always offer their drop off/pickup service [... but I] have been discouraged from using it every time I ask. [I] was told they would bring the rental to my door and pick up my car to be serviced [and] I was laughed at when I said it had been promised and I needed it.

What are you doing with my old car? I haven't agreed to anything!

Consumer who purchased a truck in Brooksville, FL, wrote:

When I looked at this truck I was told to take it home and drive it and bring it back the next day. When I tried to bring it back the next day the salesman told me to keep it a couple of days that there was someone else looking at it and if I brought it back that someone else would get it and he was working really hard to get it financed for me. So [I] stopped in and got my stuff out of my car since I had decided to get the truck but I hadn't signed anything yet. The day I went in to sign everything on the truck I saw my car that I traded in on a car carrier leaving the dealership. I hadn't even signed anything yet or given them the title to my car. Then I felt I had to buy the truck and couldn't change my mind. When I asked [the salesman], "Was that my car I saw," He said [that] it was on the way to the auction. Well I ended up buying the truck. The odometer said it had 27,415 miles on it. When we were doing the paper work I saw the old title and noticed it had been a leased truck, which no one had told me. I would have never known if I hadn't seen the old title on the guy's desk.

¹ "Etch" is typically is sold as an insurance program that includes an engraving of a number, often the Vehicle Identification Number (VIN), on vehicle windows to serve as an anti-theft assurance and recovery device.