

Alert | Regulatory & Compliance



September 2026

FTC Issues Price Transparency FAQs for Auto Dealers

On Sept. 15, 2026, Federal Trade Commission staff published **FAQs** to help the automobile industry comply with the FTC Act. Consistent with the FTC's recent focus on pricing transparency, the guidance reiterates that the advertised price of a vehicle must be the actual price any consumer can walk in and pay, excluding only charges the government requires the consumer to pay.

In the **press release** announcing the FAQs, the FTC framed the guidance as part of its price-transparency agenda. "The FTC Act requires truthful and accurate pricing, which brings significant benefits for consumers and competition," said Christopher Mufarrige, director of the FTC's Bureau of Consumer Protection. "Price transparency is a priority for the Trump-Vance FTC, and today's guidance is intended to help dealers and others in the auto industry better understand how the law applies to their advertising."

The FAQs follow the FTC's **letters to 97 auto dealership groups** warning them that the prices they advertise must be the actual price — including all mandatory fees — that consumers would be required to pay. Indeed, the FAQs are the latest step in the FTC's multiyear campaign for pricing transparency and against hidden and misleading fees — an initiative that produced the FTC's **Trade Regulation Rule on Unfair or Deceptive Fees** targeting the live-event ticketing and short-term lodging industries, related FAQs, and multiple **enforcement actions**.

With this guidance, the FTC applies the same core expectation reflected in its broader pricing-transparency initiative — a truthful, all-in "total price" displayed prominently — to auto advertising, reinforcing that total-price disclosures are expected regardless of industry or advertising format.

The FAQs

The FAQs represent FTC staff's views and are not binding on the public or the Commission, but they explain how FTC staff intends to apply the Commission's longstanding Section 5 authority to auto advertising and should be reviewed by dealers, dealer groups, third-party advertisers, and OEMs. This GT Alert summarizes several key points from the FAQs.

Why Is the FTC Focused on Price Transparency?

In short, the FTC is focused on price transparency to protect the marketplace for consumers and dealers. The FAQs note that "when the price a consumer sees in an ad is not the price they will actually pay, the entire shopping experience breaks down." In the FTC's view, price transparency protects consumers' ability to comparison shop and protects "legitimate dealers" from those "willing to advertise artificially low numbers that no customer can actually obtain."

What Must Be Included in the Advertised Price?

The FAQs make clear that "the advertised price [must] be the actual price any consumer can walk in and pay," and that "if a dealer requires a consumer to pay a fee to purchase the car, that fee must be included in the advertised price."

Dealers may exclude only government-required charges — amounts a federal, state, or local agency requires the consumer to pay directly. Everything else must be included, including dealer-required fees that governments authorize but do not mandate and fees the government requires the dealer to pay that the dealer passes on to consumers.

Where Do the Transparency Requirements Apply?

The obligation applies across every medium — dealership and third-party websites, social media, print, roadside signs, and even phone calls and text messages. The FAQs specifically note that, on any webpage that states an amount a consumer may pay, including inventory-search and individual-vehicle-listing pages, the actual price must be listed as the most prominent amount.

How Should MSRP, Discounts, and Rebates Be Displayed?

Dealers may reference the manufacturer's suggested retail price (MSRP), discounts, or rebates so long as the actual price is the most prominently displayed amount and consumers understand what they would need to pay. A dealer may not, for example, advertise a price built around a discount or rebate available only to a subset of buyers, such as first responders, if another consumer would be quoted a higher price.

How Should Document and Processing Fees Be Disclosed?

The advertised price must include any mandatory fee, including the full document fee any consumer would be required to pay. State document-fee laws do not change this baseline — once the dealer has disclosed the actual price and ensured it is the most prominent amount, the dealer remains free to provide any additional disclosures required by state law.

For vehicle leases, processing fees due at signing must be included in any advertisement concerning the total amount due upfront. The FTC Act's requirements do not displace or alter dealers' obligations under the Consumer Leasing Act and Regulation M or the Truth in Lending Act and Regulation Z.

How Do Price Negotiations and Optional Items Affect Advertised Prices?

Consumers may negotiate and pay less, but the dealer's obligation is unchanged: the advertised price must be the actual price any consumer would pay, regardless of whether the consumer negotiates. Dealers may offer optional add-ons — protection packages, accessories, and similar goods and services — but they may not present them as required when they are, in fact, optional; misdescribe their cost; or charge consumers without their agreement. The FTC notes that it has brought lawsuits challenging such conduct and “will not hesitate to do so moving forward.”

Can Dealers Advertise Vehicles in Transit and Use Representative Photos?

The FAQs explain that it is not inherently deceptive to advertise a vehicle that is not physically on the lot, but the advertisement must make clear the vehicle is in transit or located elsewhere, and such vehicles must actually be available for purchase after arrival. Dealers may not, however, advertise already sold or unavailable vehicles as a tactic to draw consumers to the lot.

Dealers may use representative photos in advertisements when the photos are “truly representative” of the vehicle offered — that is, when they depict the same “make, model, condition, and all other material characteristics” — and a reasonable consumer would understand that the photos are illustrative and do not display the exact vehicle listed in the advertisement.

Who Is Responsible for Accurate Price Disclosures?

Everyone with control over the advertising is responsible for ensuring the actual price appears as the most prominent amount. The FAQs note that:

- Dealers should (i) include accurate pricing information in their advertisements and (ii), when working with a third party, provide accurate pricing to the third party, take all steps within their control to ensure the third party discloses the actual price as the most prominent amount, and avoid providing contradictory instructions;
- Third-party advertisers should ensure that the accurate price appears most prominently whenever an amount is stated; and
- OEMs should ensure that none of their policies or practices conflict with these requirements.

How Long Do Dealers Have to Comply?

The FAQs plainly state that “[p]rice transparency is not a new requirement” and that anyone misleading consumers about price risks an FTC enforcement action.

Takeaways for Businesses

State and federal consumer-protection agencies remain intensely focused on so-called “junk fees,” and the FAQs confirm that the FTC applies its total-price expectations to the retail auto sector using existing Section 5 authority — without a new rule or a compliance runway. Dealers, dealer groups, third-party advertising partners, and OEMs may wish to review their advertising and pricing practices in light of the FAQs.

We have provided ongoing analysis and commentary regarding negative-option features and junk-fee developments, including those addressed in our prior GT Alerts and blog posts:

- [FTC Secures \\$2.1 Million Settlement with Bill Payment Firm Doxo](#) (Sept. 16, 2026)
- [Algorithmic Pricing Under Fire: State Restrictions on Personalized and Surveillance Pricing](#) (Sept. 3, 2026)
- [FTC Seeks Public Comment on Proposed Policy Statement Regarding ‘Personalized Pricing’](#) (Aug. 24, 2026)
- [NYC Finalizes Click-to-Cancel and Hotel Junk Fees Rules, Proposes New Junk Fees Rule | Consumer Protection Insights](#) (July 17, 2026)
- [FTC Seeks Comment on Potential Updates to Negative Option Rule](#) (March 16, 2026)
- [Eighth Circuit Vacates FTC’s ‘Click-to-Cancel’ Rule](#) (July 11, 2025)
- [FTC Extends ‘Click-to-Cancel’ Rule Deadline](#) (May 23, 2025)
- [FTC Issues FAQs on ‘Junk Fees’ Rule](#) (May 15, 2025)
- [FTC Alleges Fintech Cleo AI Deceived Consumers](#) (March 31, 2025)
- [FTC Alleges Fintech Dave, Inc. Deceived Consumers](#) (Nov. 15, 2024)
- [FTC Targets Adobe for Hidden Fees and Deceptive Subscriptions](#) (July 9, 2024)
- [CFPB Launches Public Inquiry into Rising Mortgage Closing Costs and ‘Junk Fees’](#) (June 4, 2024)
- [FTC Takes Action Against Doxo, Citing Junk Fees](#) (June 3, 2024)
- [California AG Publishes FAQs on California’s ‘Junk Fee’ Law](#) (May 30, 2024)
- [Tim Butler Quoted in LA Times Article on California ‘Junk Fees’](#) (April 11, 2024)
- [CFPB Releases Report Highlighting Junk Fees on Mortgage Servicing](#) (March 23, 2024)
- [CFPB Unveils Final Rule Banning ‘Excessive’ Credit Card Late Fees](#) (March 13, 2024)
- [CFPB Issues Proposed Rule to Stop ‘Junk Fees’ on Bank Accounts](#) (Feb. 1, 2024)
- [California Bans Hidden Fees, Effective July 1, 2024](#) (Oct. 17, 2023)
- [FTC Proposed Rule Targeting ‘Junk Fees’](#) (Oct. 16, 2023)
- [CFPB Issues Advisory Opinion on ‘Illegal Junk Fees’ By Large Financial Firms](#) (Oct. 12, 2023)

Authors

This GT Alert was prepared by:

- [Timothy A. Butler](#) | +1 678.553.2326 | Tim.Butler@gtlaw.com
- [Matthew M. White](#) | +1 678.553.2111 | Matthew.White@gtlaw.com
- [Cody B. Davis](#) | +1 678.553.2305 | Cody.Davis@gtlaw.com

Albany. Amsterdam. Atlanta. Austin. Berlin[~]. Boston. Charlotte. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Kingdom of Saudi Arabia[«]. Las Vegas. London^{*}. Long Island. Los Angeles. Mexico City⁺. Miami. Milan[»]. Minneapolis. Munich⁻. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Portland. Sacramento. Salt Lake City. San Diego. San Francisco. São Paulo[»]. Seoul[∞]. Shanghai. Silicon Valley. Singapore^ˆ. Tallahassee. Tampa. Tel Aviv[^]. Tokyo[»]. United Arab Emirates[<]. Warsaw[~]. Washington, D.C. West Palm Beach. Westchester County.

*This Greenberg Traurig Alert is issued for informational purposes only and is not intended to be construed or used as general legal advice nor as a solicitation of any type. Please contact the author(s) or your Greenberg Traurig contact if you have questions regarding the currency of this information. The hiring of a lawyer is an important decision. Before you decide, ask for written information about the lawyer's legal qualifications and experience. Greenberg Traurig is a service mark and trade name of Greenberg Traurig, LLP and Greenberg Traurig, P.A. ~Greenberg Traurig's Berlin and Munich offices are operated by Greenberg Traurig Germany, LLP, an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. *Operates as a separate UK registered legal entity. «Greenberg Traurig operates in the Kingdom of Saudi Arabia through Greenberg Traurig Khalid Al-Thebity Law Firm, a professional limited liability company, licensed to practice law by the Ministry of Justice. +Greenberg Traurig's Mexico City office is operated by Greenberg Traurig, S.C., an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. »Greenberg Traurig's Milan office is operated by Greenberg Traurig Studio Legal Associato, an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. ˆGreenberg Traurig's São Paulo office is operated by Greenberg Traurig Brazil Consultores em Direito Estrangeiro – Direito Estadunidense, incorporated in Brazil as a foreign legal consulting firm. Attorneys in the São Paulo office do not practice Brazilian law. ∞Operates as Greenberg Traurig LLP Foreign Legal Consultant Office. ˆGreenberg Traurig's Singapore office is operated by Greenberg Traurig Singapore LLP which is licensed as a foreign law practice in Singapore. ^Greenberg Traurig's Tel Aviv office is a branch of Greenberg Traurig, P.A., Florida, USA. »Greenberg Traurig's Tokyo Office is operated by GT Tokyo Horitsu Jimusho and Greenberg Traurig Gaikokuhojimbengoshi Jimusho, affiliates of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. <Greenberg Traurig's United Arab Emirates office is operated by Greenberg Traurig Limited. ~Greenberg Traurig's Warsaw office is operated by GREENBERG TRAURIG Nowakowska-Zimoch Wysokiński sp.k., an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. Certain partners in GREENBERG TRAURIG Nowakowska-Zimoch Wysokiński sp.k. are also shareholders in Greenberg Traurig, P.A. Images in this advertisement do not depict Greenberg Traurig attorneys, clients, staff or facilities. No aspect of this advertisement has been approved by the Supreme Court of New Jersey. ©2026 Greenberg Traurig, LLP. All rights reserved.*