NADA NATIONAL AUTOMOBILE DEALERS ASSOCIATION
8400 Westpark Drive • McLean, VA 22102
703.821.7040 • 703.821.7041

Legal & Regulatory Group

December 28, 2015

Federal Trade Commission
Office of the Secretary
600 Pennsylvania Avenue, N.W.
Suite CC-5610 (Annex D)
Washington, D.C. 20580
Electronic address: https://ftcpublic.commentworks.com/ftc/progressivechevroletconsent

Re: "Progressive Chevrolet Company and Progressive Motors, Inc. – Consent Agreement. File No. 14203133"

The National Automobile Dealers Association ("NADA") submits the following comments in response to the request for comments by the Federal Trade Commission ("FTC" or the "Commission") on a proposed consent agreement ("Consent Agreement")[1] with the two automobile dealerships listed above, in connection with a complaint ("Complaint")[2] alleging federal advertising violations by those dealerships. The Consent Agreement is the latest in a long string of similar recent actions by the Commission against automobile dealers.[3]

NADA represents approximately 16,000 franchised automobile and truck dealers who advertise and sell new and used motor vehicles, and collectively employ approximately one million people nationwide. Motor vehicle dealers participate in a highly competitive market where, in 2014 alone, they spent over $8 billion on advertising across a variety of media. These dealer advertisements are valuable for consumers who rely on the information they provide in making their shopping decisions.

It is essential that advertisements are truthful and not deceptive and NADA has worked diligently - often in conjunction with the Commission - in educating dealers about how to comply with federal advertising regulations. NADA and its dealer members appreciate the Commission's efforts in this regard. Indeed, not only are consumers protected by compliance with these rules, other dealers who ensure that their own advertising is compliant are also protected.

Consumers and dealers alike benefit from the predictability of clear and consistent advertising

[1] See https://www.ftc.gov/system/files/documents/cases/151124progressiveorder.pdf

[2] See https://www.ftc.gov/system/files/documents/cases/151124progressivecmpt.pdf

[3] The FTC website lists several dozen advertising enforcement actions against car dealers over the last two years alone.

rules and regulations. We believe that the vast majority of dealers and their manufacturer partners do their best to ensure that their advertising is clear and compliant. However, if guidance for advertisers is unclear, we believe that results in harm not only to advertisers, but to consumers as well. The Commission has sought to provide guidance to all advertisers about its advertising standards in a number of ways, including through the examples deemed deceptive in enforcement actions. Clearly, one of the reasons the Commission widely publicizes agreements such as the Consent Agreement is to signal to the rest of the market certain advertising practices it deems problematic.[4]

As a result, it is important that dealers and other advertisers clearly understand the messages sent via these enforcement actions. Indeed NADA has engaged in a vast array of educational efforts for dealers based on the lessons dealers should learn from the FTC's past enforcement actions against dealer advertisements. Many patterns are clear from those actions, and such patterns provide clarity and predictability for dealers and other advertisers.

NADA has not commented on any of the numerous recent advertising enforcement actions undertaken by the Commission. However, we feel compelled to do so in this case because we are concerned that this Consent Agreement introduces ambiguity with respect to the advertisement of credit or lease offers. As a result, we urge the Commission to clarify several issues with respect to the Consent Agreement so that dealers and other advertisers can ensure that their advertisements are consistent with federal advertising regulations.

I. <u>The Alleged Deceptive Acts – Part I.A of the Consent Agreement</u>

In particular, NADA requests clarification on the allegations contained in PART I.A of the Consent Agreement, which addresses the alleged violations of Section 5 of the FTC Act by Respondents. As described in the FTC's "Analysis of Proposed Consent Order to Aid Public Comment":

> "Part I.A. addresses the Section 5 allegation by prohibiting respondents from advertising the amount of any monthly payment, periodic payment, initial payment, or down payment, or the length of payment term, unless the representation is non-misleading, and respondents clearly and conspicuously disclose all qualifications or restrictions on the consumer's ability to obtain the represented terms, including qualifications or restrictions based on the consumer's credit score. Additionally, if a majority of consumers likely will not be able to meet a credit score qualification or restriction stated in the advertisement, respondents must clearly and conspicuously disclose that fact."

The advertisements at issue were promoting leases with no money due at signing. (See Appendix B). At the bottom of the advertisement, disclaimer language appeared, stating that the lease offer

[4] *See, e.g.,* https://www.ftc.gov/news-events/blogs/business-blog/2015/11/shining-light-misleading-claims-auto-ads "*What's the takeaway for other dealers*?"

was *"[s]ubject to 800 beacon (sic) score or higher with approved credit*." The language at issue in Part I.A appears to be the portion of this statement referring to the 800 Beacon score.[5]

Several other recent FTC enforcement actions against dealers have focused on allegedly misleading or deceptive "Zero Down" advertising claims. However, in those cases, the prominently displayed "Zero Down" claim was generally accompanied by fine print requiring some payment at signing. Unlike those claims, this Consent Agreement does not contain any allegation that the advertisement was deceptive on that basis. Instead, it appears to allege that: (a) the language quoted above is misleading because "fewer than 20%" of consumers would "be likely to" qualify for the zero down offer, and/or (b) that the advertisement is deceptive because all qualifications or restrictions on the credit offer were not adequately disclosed. It appears, therefore, that the gravamen of this Complaint is not confined to "zero down" claims, but would apply to any lease or credit offer.

In particular, in the Complaint, the FTC alleges that these advertisements were deceptive under Section 5 of the FTC Act because:

A. "Respondents failed to disclose, and/or failed to disclose adequately, that typical consumers cannot qualify for the advertised terms." (Complaint at 2)
B. "The failure to disclose, and/or failure to disclose adequately, that few consumers will qualify." (*Id.* at 3)

The Complaint also alleges that:

A. "[T]he typical consumer does not"
    a. "have an 800 BEACON score,"
    b. "understand what a BEACON score is or"
    c. "know that fewer than 20% of consumers have a BEACON score of 800 or higher."

In the Consent Agreement, the FTC requires the Respondent to:

A. "[C]learly and conspicuously disclose all qualifications or restrictions on the consumer's ability to obtain the represented terms, including but not limited to qualifications based on the consumer's credit score." (Consent Agreement at 4.)
B. "*Provided, further,* that if a majority of consumers likely will not be able to meet a stated credit score qualification or restriction, the advertisement must clearly and conspicuously disclose that fact." (*Id.* at 4-5.)

We believe that these allegations raises a number of questions that will lead to uncertainty among advertisers, and would ask the Commission to clarify several issues related to them.

[5] There is no discussion in the Complaint nor requirement in the Consent Agreement regarding the phrase "with approved credit."

II. <u>What is the standard for advertising a lease or credit offer?</u>

The most fundamental question raised by the Consent Agreement is: What is the standard that the Commission is seeking to promote? This question arises, at least in part, because it is unclear whether the advertisement is deceptive because: (a) an offer was advertised where "only 20% of consumers" "are likely to" meet the stated criteria, (b) that the stated criteria is itself somehow misleading, (c) that the criteria to qualify is not adequately disclosed, or (d) a combination thereof.

It would seem that the following are alternative standards that the Commission is attempting to promote in connection with this Consent Agreement.

1. <u>An advertiser can never advertise a credit offer unless the "typical" consumer would be "likely to" qualify for that offer.</u>

This is not expressly stated in the Complaint or the Consent Agreement, but certain language in those materials certainly implies that the advertisement is "misleading" or "deceptive" simply because it advertises an offer not available to the typical consumer, and this has raised concerns.

If this is the expected standard, it would represent a substantial change in the way credit is advertised. For example, in the case of a retailer advertising a lease offer from a third party leasing or finance company,[6] this would require a change in business practices in several respects. First, it would require such retailers to obtain detailed assurances from the third party with respect to the qualification requirements of the offer, and it may require that third party to share with the retailer proprietary or other details about its qualification process.

Secondly, a restriction on offering credit to consumers with higher credit scores would represent a change from current practice and understanding across many industries, and would not be in line with most consumer expectations. There are many credit providers beyond those in the auto industry that advertise offers to "well-qualified buyers," "well-qualified lessees," or those "with excellent credit." Credit card companies, banks, cell phone providers, furniture stores, credit unions, and numerous other advertisers of credit promote offers available to only some applicants or borrowers. (See Appendix A for examples from other industries/ advertiser types.)

It would also raise a number of practical issues. For example:

- How would an advertiser determine the attributes of a "typical" consumer?
    - Is it based on a "typical" consumer who would qualify for *any* financing?
    - Based on the typical applicant? Car purchaser?
    - Does it require that those in the most common credit tier would be able to qualify?
    - Does it require a calculation to determine that a consumer with the simple mean average credit score would qualify?
- What if there are other determinations or requirements in the credit offer beyond credit score?

[6] This would cover not only automobile dealers advertising lease or finance special offers from captive or other finance companies, it would also cover other retailers such as electronics retailers advertising offers from phone providers (*see, e.g.,* Appendix A).

- What information would a retailer, like a dealer, need from a third party related to the credit offer?

We do not believe this is or should be the standard, but we would urge the Commission to clarify that this indeed is not the standard it is seeking to promulgate in this Consent Agreement – or if it is the standard, to clarify the questions above.

2. <u>An advertiser can only advertise a credit offer if 50.1% (a "majority") of consumers would be likely to qualify</u>.

This would be a similar standard from that outlined above, and the same concerns would apply. If this is the standard, it would have at least the surface appeal of being an objective standard that would provide some certainty for advertisers. However, it would raise additional concerns and questions. For example:

- How does an advertiser determine this figure? (Different measurement standards would produce widely differing results.)
  - Does this metric apply to consumers nationwide?
    - That would not necessarily reflect the "typical" consumer in the advertiser's geographic area.
  - In its geographic area?
    - Even then, it may not accurately reflect their customers or the recipients/viewers of the advertisement.
  - An average of its own past consumers? (And if so, what parameters – such as the relevant look-back period, apply?)
    - This would be highly relevant, but there is no indication at all in the Consent Order or otherwise that would lead an advertiser to believe that they could rely on this metric.
  - How does an advertiser get the necessary information to make these determinations?
    - From credit reporting agencies?
    - Can they rely on representations made by a third-party finance company engaged in underwriting?
  - What does it mean to be "likely to" qualify?
    - Is this an objective standard, or can an advertiser rely on representations from a third party lease company or finance company?
    - What is the effect of stipulations or other requirements not tied to the FICO or other recognized credit score?

Again, we do not believe that this is, or should be the standard, but would urge the Commission to clarify this point.

3. <u>An advertiser can advertise a credit offer even if "few" or "a minority" of consumers are likely to qualify, as long as the restrictions and qualifications are clearly and conspicuously disclosed.</u>

This third option seems to be what the Commission is outlining in the Consent Agreement,[7] and it is both the most sensible interpretation, and the one most in line with the requirements as previously outlined by the Commission. If it is the standard, however, it nevertheless requires further clarification.

One open question is "how few are too few"? Presumably, it would be deceptive to advertise a credit offer that is available to very few consumers. If 50% is clearly enough, and "fewer than 20%" is problematic, where is the line drawn? Beyond knowing the high end and the low end of the percentage of consumers who must be able to qualify for the credit offer, the standard is ambiguous.

The primary concern, however, is more fundamental -- *how* can an advertiser make the required disclosures adequately? Is it enough to clearly and conspicuously state that the offer is "based on credit approval," "with approved credit" or similar language? Would that disclosure be sufficient if fewer than 50% of consumers would be approved? What about "for well-qualified borrowers"? Or "those with excellent credit"?[8]

In this case the Respondents' have made an attempt to make such a disclosure in the advertisement, by noting that the offers were "with approved credit" and by including a disclaimer about a required BEACON score. These disclosures provided consumers with *more* information than just stating "with approved credit," yet the implication (if not the stated assertion) is that this language is in itself deceptive (or at the least problematic). Why is this disclosure deceptive given that it is accompanied by a statement that the offer is "with approved credit"? Is "with approved credit" (or similar) adequate as long as additional information is *not* included?[9]

Even if the term "BEACON" is unclear or unknown to most consumers, it is unclear why it is relevant whether consumers know what a BEACON score is.[10] The language in Section I.A above includes a requirement to disclose the required credit score.[11] What does that mean? If the

[7] "Provided . . .that, if a majority of consumers likely will not be able to meet a stated credit score, qualification, or restriction, the advertisement must clearly and conspicuously disclose that fact." (Consent Order at pp. 4-5.)

[8] Arguably, "with approved credit" is a more meaningful and adequate disclosure because it tells a reasonable consumer that the offer is subject to a credit approval process that they must undergo, and that depending on their credit history they may or may not be qualified for the offer.

[9] There is another possibility – that the advertisement contained an adequate disclosure, but it was simply disclosed in too small a font, and too remotely from the credit offers themselves. However, that is not outlined in the Complaint.

[10] What credit score is commonly understood? Is there evidence that consumers understand FICO or some other standard, and not BEACON?

[11] ". . . . prohibiting respondents from advertising . . . unless the representation is non-misleading, and respondents clearly and conspicuously disclose all qualifications or restrictions on the consumer's ability to obtain the

Commission is saying that a reference to a non-standard credit scoring model is inherently deceptive, what is the standard model? Is the Commission saying that the disclosure has to include an explanation of the method used to determine qualification for the offer? How much detail would be required about the underlying credit model? Would an advertiser be required to disclose proprietary credit scoring methods? Assuming that the advertisement mentioned BEACON because that was the score used by the leasing company underwriting the offer,[12] what other reasonable disclosure should an advertiser make to provide that information?

As mentioned above, it is a common, widespread practice to advertise credit offers with a standard disclaimer of "with approved credit" or similar language. A very brief review of online advertisements from other industries and advertiser types reveals that this is not only a very common practice, it is a standard practice. (*See, e.g.* Appendix A). Of course simply because a practice is widespread does not mean that it is permissible. However, the fact that this practice is so common is probative to whether a reasonable consumer is indeed misled or deceived by an advertisement of an offer only available "with approved credit."[13] We would hope that the Commission would clarify that an advertisement containing a credit offer does contain the required disclosures and limitations as long as it is clearly and conspicuously disclosed that the offer is contingent on credit approval – or "with approved credit." Indeed, it is difficult to understand how the advertisement at issue in the Consent Agreement is deceptive simply because it provided *additional* information.

III. <u>20-Year Consent Decree</u>

One final issue regarding the Consent Agreement that is unrelated to the remainder of this comment. We are concerned about the standard Commission practice of entering into 20-year consent decrees with respondents. We understand that a consent decree is an important enforcement tool, but we also believe that 20 years is, in many cases, both excessive and punitive, especially as to an entity that has neither admitted wrongdoing, nor been proven guilty of any violation by any tribunal, and that may lack the resources necessary to challenge the Commission's allegations in federal court.

We also believe that a standard provision binding a business to a broad, comprehensive decree[14] for *twenty years* based on an inadequate disclosure in one newspaper advertisement would

---

represented terms, **including qualifications or restrictions based on the consumer's credit score**. Additionally. . ." (**emphasis** added).

[12] Information about the Beacon Auto Industry Option is available here: http://www.equifax.com/pdfs/corp/EFS-913-ADV-BEACON-09-Auto-Industry-Option.pdf.

[13] In order to determine whether an ad is deceptive, advertisers first need to consider what messages, or representations, the ad communicates to reasonable consumers. *FTC v. Pantron I Corp.*, 33 F.3d 1088, 1096 (9th Cir. 1994).

[14] The Consent Decree prohibits this dealership from *inter alia*, "[m]isrepresenting any other material fact about the price, sale, financing, or leasing of any motor vehicle." While most advertisers seek to comply with this standard in all advertisements, given the subjective nature of many of the federal advertising standards, this is a broad restriction, and one with which it can be very difficult to ensure 100% compliance. This difficulty, and the

be surprising to most neutral observers. Such a lengthy requirement is particularly oppressive for small businesses such as those at issue here, as it can materially affect the value and liquidity of the entire business.[15] We understand the reasons such actions are taken, we simply respectfully suggest that the expense and burden represented by 20-year consent decrees may not be commensurate with the alleged violation.

IV. Conclusion

In sum, we ask the Commission to clarify the standard it is seeking to promote with this Consent Agreement. Assuming the standard is that credit offers may be advertised even if they would only be available to some subset of consumers, the Commission should provide additional detail to advertisers about how they can adequately and effectively provide the required disclosures.

Thank you for the opportunity to comment. We hope that the Commission will be able to clarify the issues raised herein for dealers and other advertisers. We also look forward to continuing to work with the Commission in its efforts to educate dealers on federal advertising standards. Please feel free to contact us if we can provide additional information that would be useful in this effort.

Sincerely,

Bradley T. Miller

Director, Legal and Regulatory Affairs

National Automobile Dealers Association

large potential monetary penalties at risk with an alleged violation of the Consent Decree, make the 20-year term of such an agreement especially onerous.

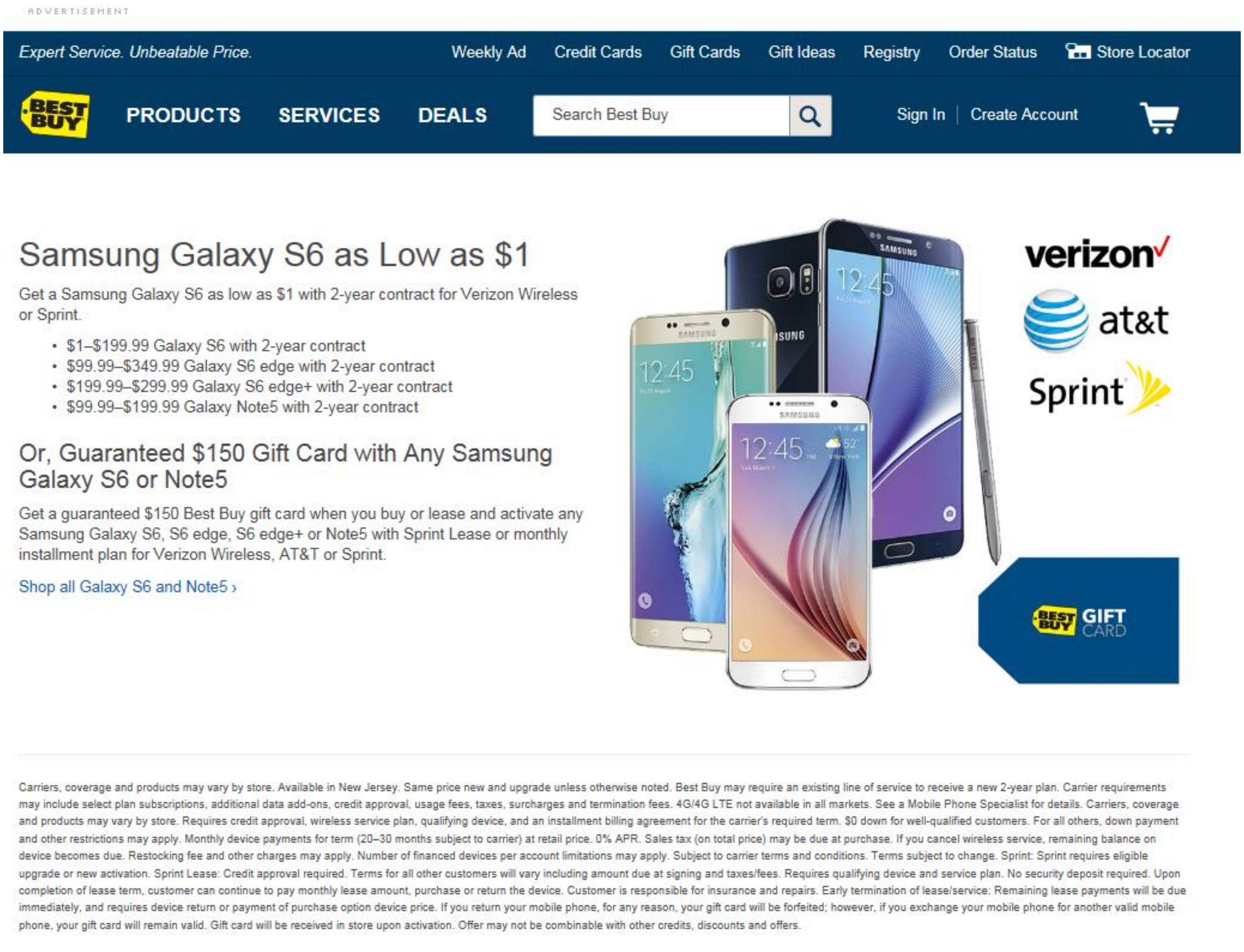
[15] And 20 years would generally far exceed the tenure of any employee responsible for the underlying advertising violation.

APPENDIX A

Examples of credit advertisements in other industries/ by other advertisers

Phones:

Found at http://www.bestbuy.com/site/clp/gift-card-gS6-note5/pcmcat748300907542.c?id=pcmcat748300907542 (accessed 12/16/15)

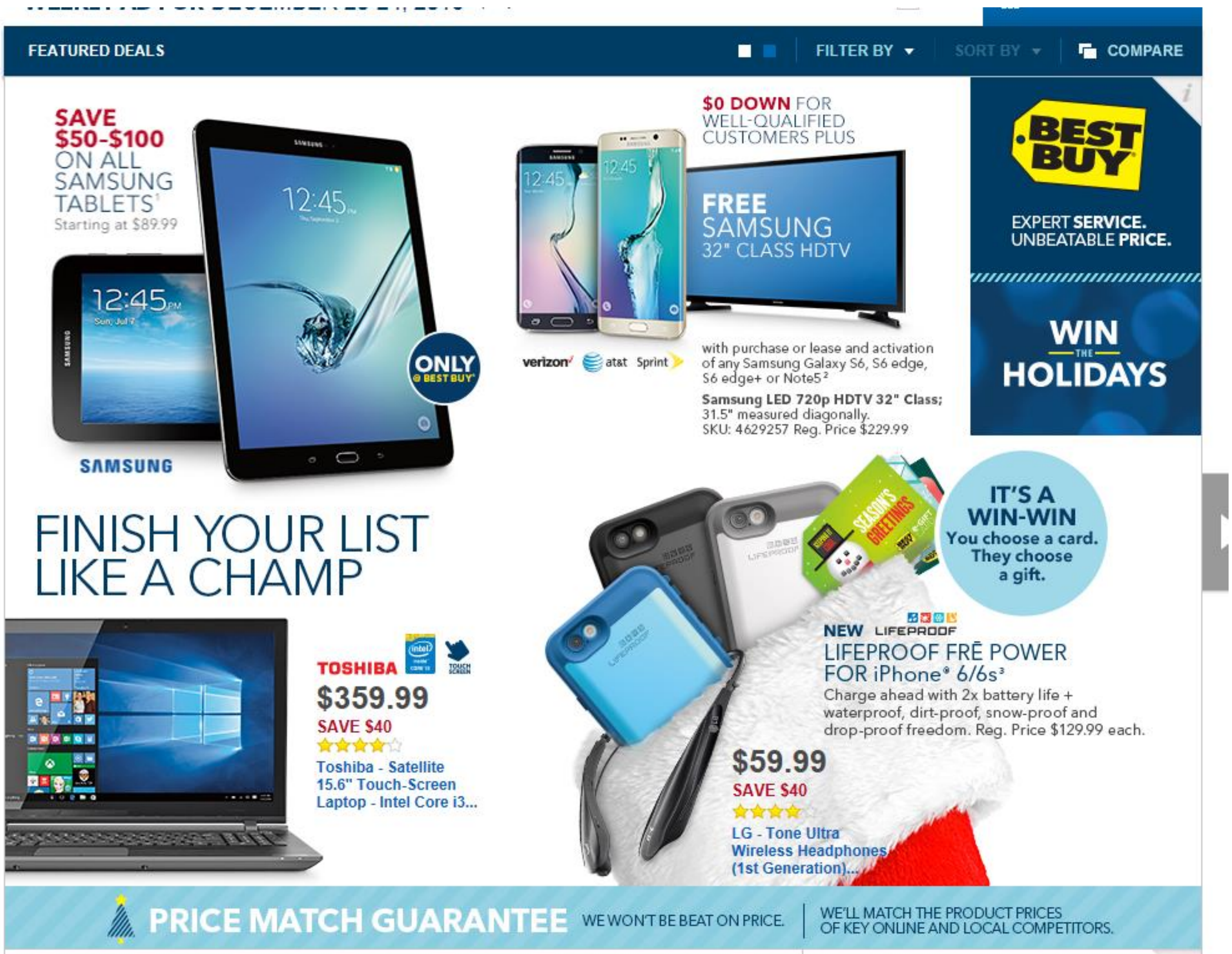


The fine print at the bottom of the advertisement includes:

"May include . . . credit approval"

"Required credit approval"

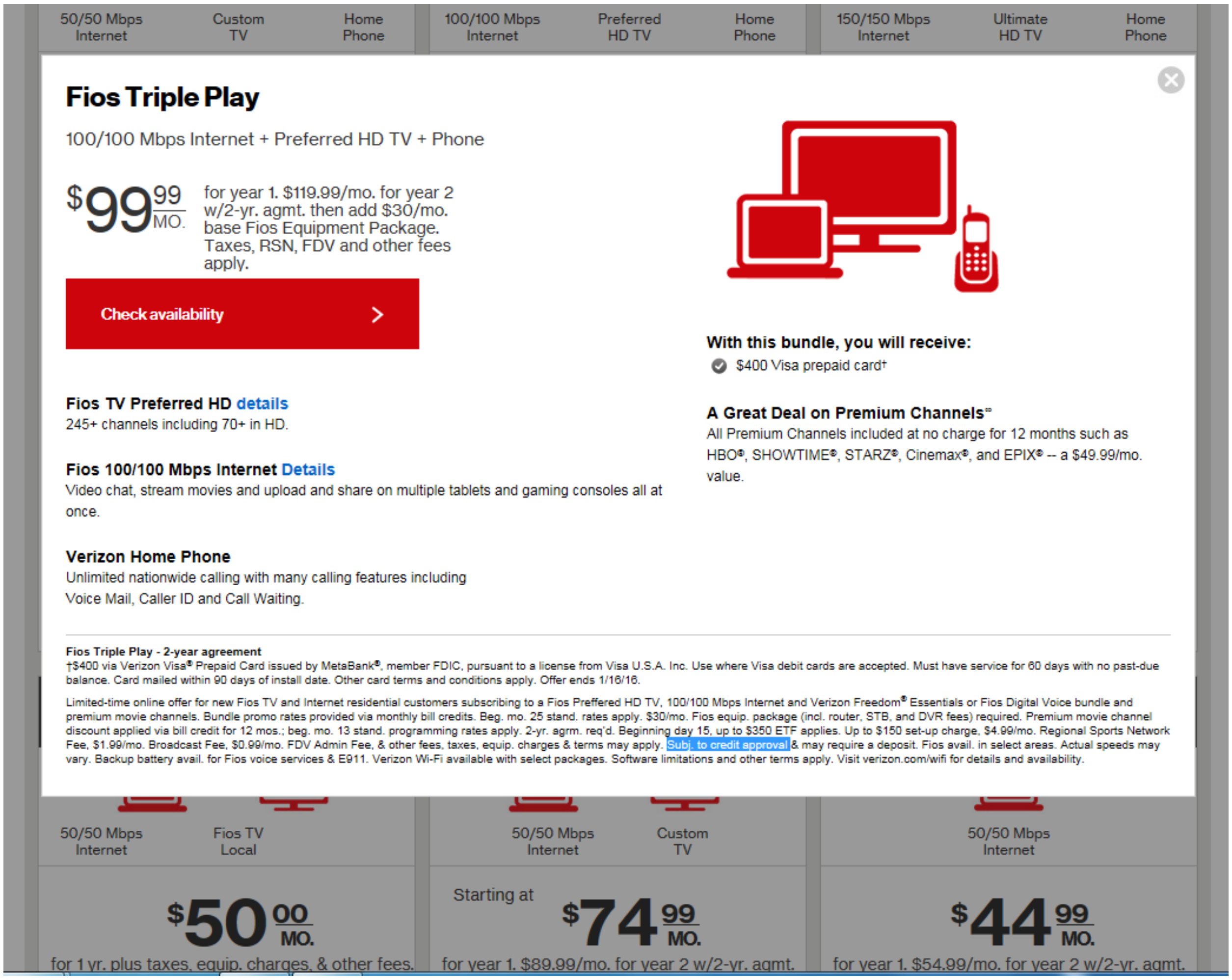
"$0 down for well-qualified customers"



"$0 Down for well-qualified customers plus"

Cable TV: (highlight added below)

http://www.verizon.com/home/bundles/fios/ (accessed 12/16/15)



Fine print at the bottom includes:

"Subj. to credit approval"

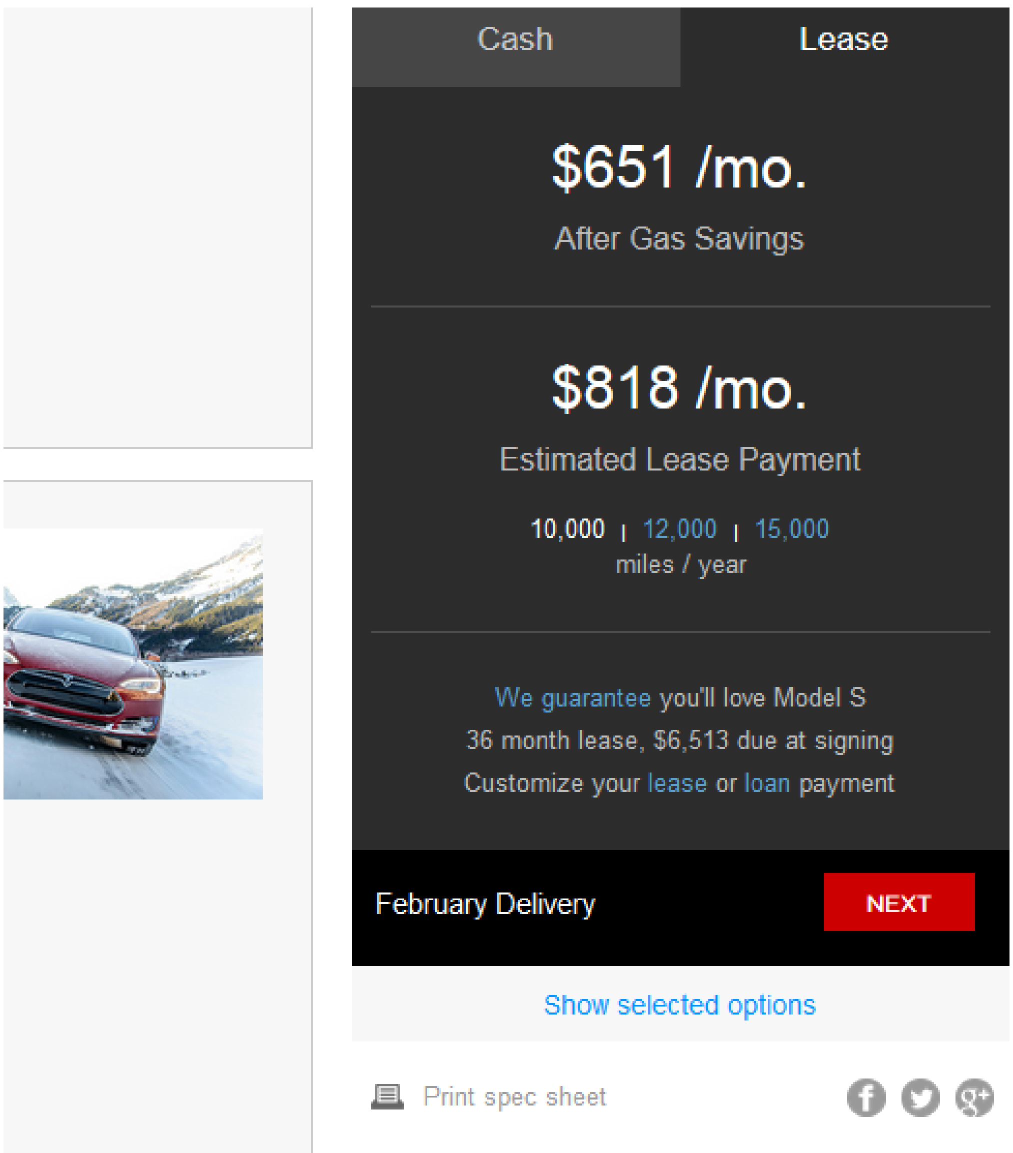
"Visit verizon.com/wifi for details and availability"

Car Manufacturers:

https://my.teslamotors.com/models/design (accessed 12/16/15)

Tesla Leasing

We're able to offer Tesla Leasing in an increasing number of states. For states where Tesla Leasing is not available, we can help you identify other financing options. Participation in Tesla Leasing is based on a standard approval process. No security deposit required.



"based on a standard approval process"

See also: https://www.teslamotors.com/support/tesla-leasing (accessed 12/23/15)

Tesla Model S	70 - Rear Wheel Drive ▼	
Vehicle Subtotal	$70,000	Design your Model S
Delivery	$1,200	
Total	$71,200	
Annual Miles	12,000 miles/year ▼	36 Month Lease
Down Payment + Trade In	$5,000	Up to 25%
	ESTIMATE	

Order Payment	$2,500
Due at Delivery	$3,956
Monthly Payment	$761
	Details

Which Model S fits my monthly budget?

Price indicated does not include taxes and registration fees unless stated otherwise. You will be responsible for these additional taxes and fees. The payment calculations are provided for informational purposes only and may reflect assumptions that may not apply to you or lease terms for which you may not qualify. Model S qualifies for a federal tax credit up to $7,500 which is already included in the payment calculations.

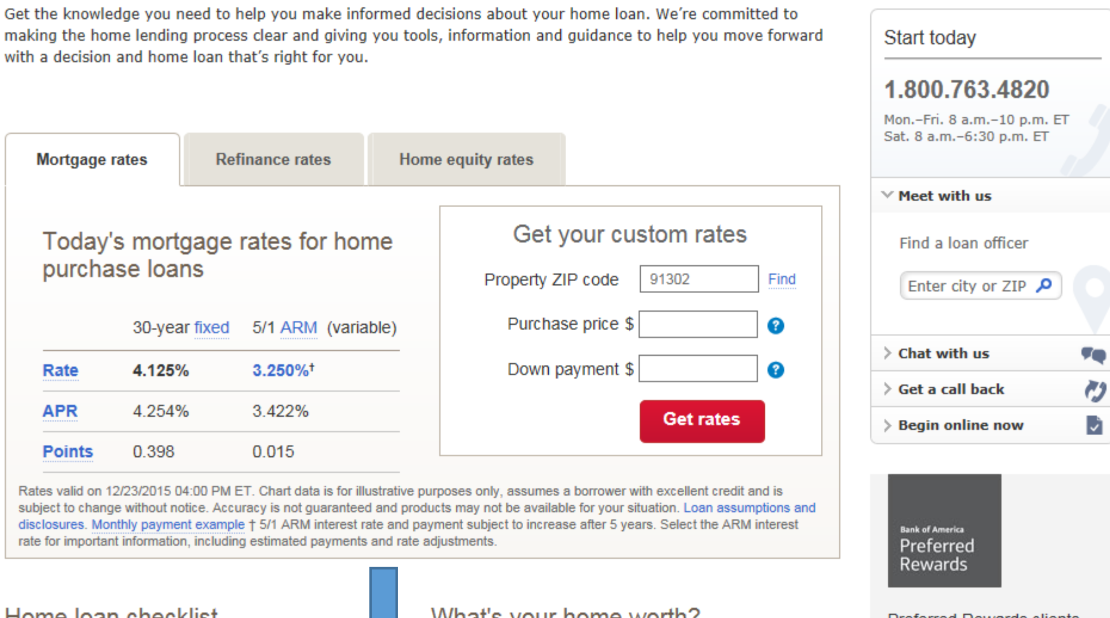
Tesla leasing is a three year program with 10,000, 12,000 or 15,000 annual mileage options. A $5,000 down payment, $695 acquisition fee, and the first month's lease payment is due when picking up your Model S. A $395 disposition fee is required when returning your Model S at the end of your lease.

"Provided for informational purposes only and may reflect assumptions that may not apply to you or lease terms for which you may not qualify"

There is no discussion in either of these advertisements what the payments are based on, but presumably they are based on some creditworthiness standard.

Home Mortgage rates

https://www.bankofamerica.com/home-loans/overview.go (accessed 12/23/15)



Get the knowledge you need to help you make informed decisions about your home loan. We're committed to making the home lending process clear and giving you tools, information and guidance to help you move forward with a decision and home loan that's right for you.

Mortgage rates | Refinance rates | Home equity rates

Today's mortgage rates for home purchase loans

	30-year fixed	5/1 ARM (variable)
Rate	4.125%	3.250%†
APR	4.254%	3.422%
Points	0.398	0.015

Get your custom rates

Property ZIP code 91302 Find

Purchase price $

Down payment $

Get rates

Rates valid on 12/23/2015 04:00 PM ET. Chart data is for illustrative purposes only, assumes a borrower with excellent credit and is subject to change without notice. Accuracy is not guaranteed and products may not be available for your situation. Loan assumptions and disclosures. Monthly payment example † 5/1 ARM interest rate and payment subject to increase after 5 years. Select the ARM interest rate for important information, including estimated payments and rate adjustments.

Start today

1.800.763.4820

Mon.–Fri. 8 a.m.–10 p.m. ET
Sat. 8 a.m.–6:30 p.m. ET

Meet with us

Find a loan officer

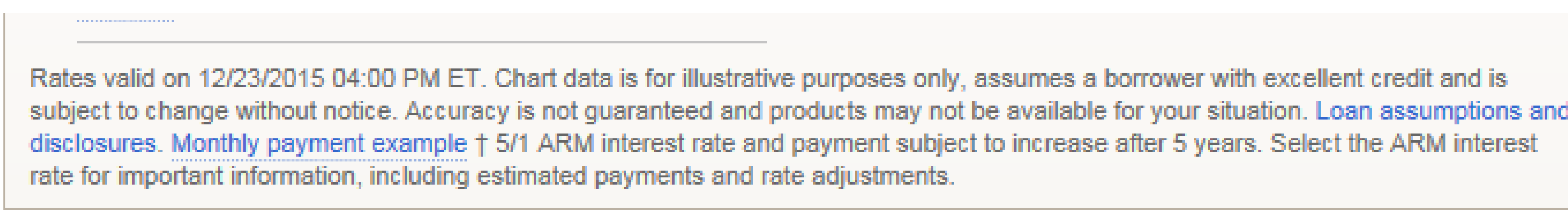
Enter city or ZIP

Chat with us

Get a call back

Begin online now

Bank of America Preferred Rewards



Rates valid on 12/23/2015 04:00 PM ET. Chart data is for illustrative purposes only, assumes a borrower with excellent credit and is subject to change without notice. Accuracy is not guaranteed and products may not be available for your situation. Loan assumptions and disclosures. Monthly payment example † 5/1 ARM interest rate and payment subject to increase after 5 years. Select the ARM interest rate for important information, including estimated payments and rate adjustments.

"Assumes a borrower with excellent credit" (with a separate link to "assumptions and disclosures"

Credit Cards

https://www.capitalone.com/credit-cards/quicksilverone/ (accessed 12/23/15)

⊟ Compare cash rewards cards

Want to see our cash rewards card for people with excellent credit?

Compare Quicksilver® and QuicksilverOne® side by side

⊟ Rate and fee information

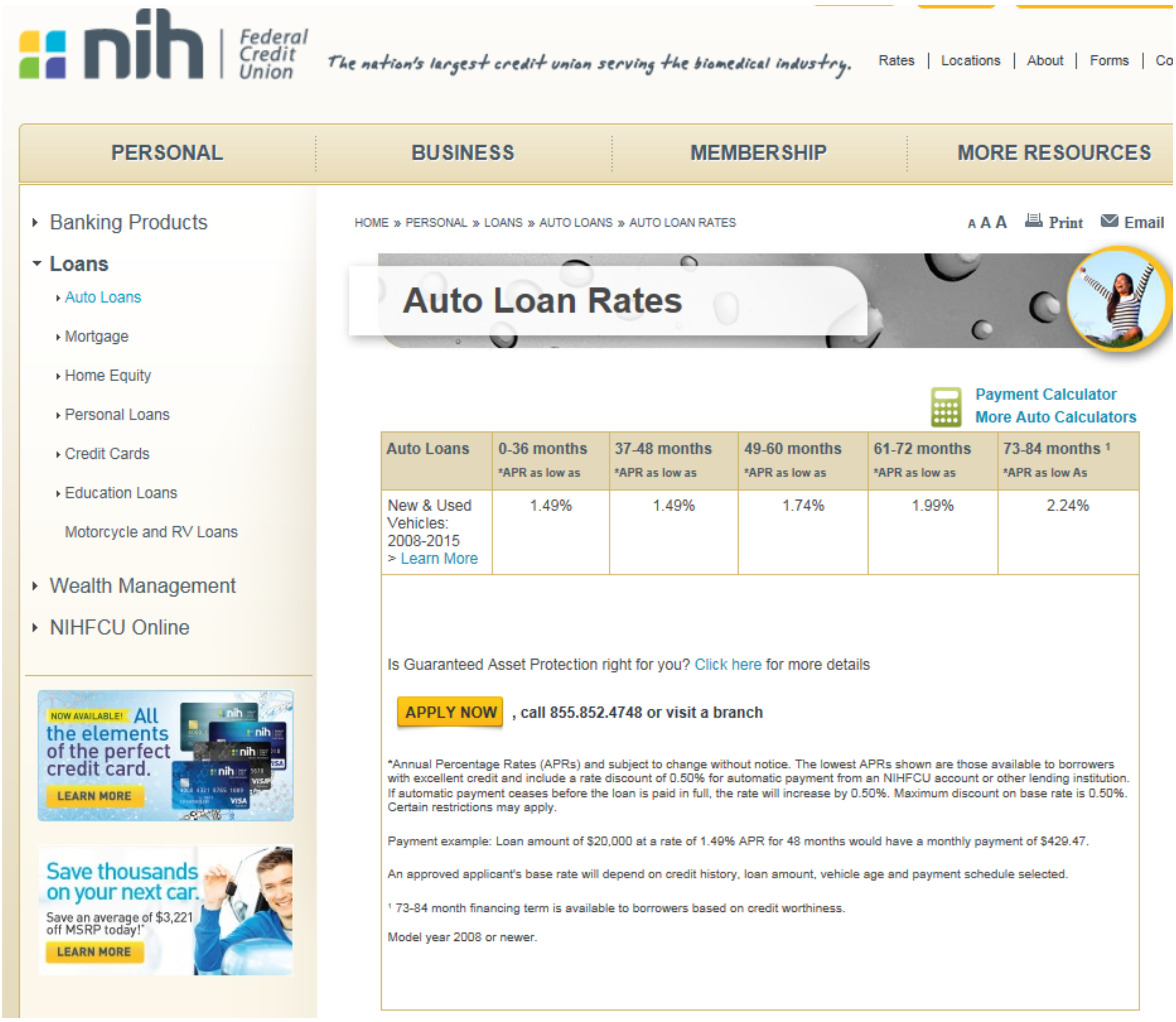
CAPITAL ONE® ACCOUNT TERMS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Transfers	**0%** introductory APR through your 09/2016 billing period. After that, your APR will be **22.99%**. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	22.99%. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date.

"for people with excellent credit"

Credit Union- Car Loan - https://www.nihfcu.org/credit-union-rates/auto-loan-rates.aspx

(Accessed 12/24/15)



nih Federal Credit Union

The nation's largest credit union serving the biomedical industry.

Rates | Locations | About | Forms | Co

PERSONAL BUSINESS MEMBERSHIP MORE RESOURCES

- Banking Products
- Loans
  - Auto Loans
  - Mortgage
  - Home Equity
  - Personal Loans
  - Credit Cards
  - Education Loans
  - Motorcycle and RV Loans
- Wealth Management
- NIHFCU Online

NOW AVAILABLE! All the elements of the perfect credit card. LEARN MORE

Save thousands on your next car. Save an average of $3,221 off MSRP today!* LEARN MORE

HOME » PERSONAL » LOANS » AUTO LOANS » AUTO LOAN RATES

A A A Print Email

Auto Loan Rates

Payment Calculator
More Auto Calculators

Auto Loans	0-36 months *APR as low as	37-48 months *APR as low as	49-60 months *APR as low as	61-72 months *APR as low as	73-84 months [1] *APR as low As
New & Used Vehicles: 2008-2015 > Learn More	1.49%	1.49%	1.74%	1.99%	2.24%

Is Guaranteed Asset Protection right for you? Click here for more details

APPLY NOW , call 855.852.4748 or visit a branch

*Annual Percentage Rates (APRs) and subject to change without notice. The lowest APRs shown are those available to borrowers with excellent credit and include a rate discount of 0.50% for automatic payment from an NIHFCU account or other lending institution. If automatic payment ceases before the loan is paid in full, the rate will increase by 0.50%. Maximum discount on base rate is 0.50%. Certain restrictions may apply.

Payment example: Loan amount of $20,000 at a rate of 1.49% APR for 48 months would have a monthly payment of $429.47.

An approved applicant's base rate will depend on credit history, loan amount, vehicle age and payment schedule selected.

[1] 73-84 month financing term is available to borrowers based on credit worthiness.

Model year 2008 or newer.

"The lowest APRs shown are those available to borrowers with excellent credit and include a rate discount of 0.50% for automatic payment from an NIHFCU account or other lending institution."

"Certain restrictions may apply."

APPENDIX B

EXHIBIT A


Sign & Drive Leases
ZERO DOWN!!!!!!!
ALL LEASES ARE
Zip, Zero, Zilch - Nothing Down!
2014 CHEVY CRUZE LT
Sign & Drive!
Zip Zero Zilch Nothing Down!
$169 PER MO
Stock# C40427
Includes 2 years free maintenance
2014 MALIBU LT
Sign & Drive!
Zip Zero Zilch Nothing Down!
$199 PER MO
Stock# C40382
Includes 2 years free maintenance
2014 EQUINOX LT
Sign & Drive!
Zip Zero Zilch Nothing Down!
$249 PER MO
Includes 2 years free maintenance
2014 JEEP COMPASS
$199 PER MO
Zip Zero Zilch - Nothing Down!
2014 JEEP CHEROKEE
$299 PER MO
Zip Zero Zilch - Nothing Down!
2014 DODGE JOURNEY
$279 PER MO
Zip Zero Zilch - Nothing Down!
2014 CHRYSLER 300
$299 PER MO
Zip Zero Zilch - Nothing Down!
2014 CHRYSLER TOWN & COUNTRY
$329 PER MO
Zip Zero Zilch - Nothing Down!
2014 JEEP GR. CHEROKEE
$379 PER MO
Zip Zero Zilch - Nothing Down!
ProgressiveChevrolet.com
Chevy Runs Deep
PROGRESSIVE CHEVROLET
8000 HILLS AND DALES NW - MASSILLON OH 44646
1-800-376-4167
ProgressiveDodge.com
CHRYSLER Jeep RAM
PROGRESSIVE CHRYSLER • JEEP • DODGE
7966 HILLS AND DALES NW - MASSILLON OH 44646
1-800-580-7886
payments based on 48 month 10,000 mile per year lease plus tax title and fees, 25 cents over mileage penalty. *All payments based on 36 month 10,000 mile per year lease plus tax title and fees, 25 cents over mileage penalty.
Lease price and sale price may be different due to incentives or discounts that do not combine. Subject to 800 beacon score or higher with approved credit. Special financing programs available for lower credit scores.
Negative equity may affect amount financed. Pictures for illustration purposes. EXPIRES: 4/30/2014.

5