

NEW JERSEY MOTOR VEHICLE DEALER COMPLIANCE MANUAL

Applicable to Licensed Motor Vehicle Dealers

Version Date: May 2026

Prepared for by New Jersey Motor Vehicle Dealer Association LLC for ADMS Tenants
(Educational Resource Only)

NJ STATUTES AND REGULATIONS

Volume Two

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7. The Off-Site Sales Act, N.J.S.A. 39:10-19.1 through 19.4. defines and regulates “off-site sales” of used motor vehicles by properly licensed dealers. An “off-site sale” is the display and sale of qualifying vehicles at a location other than the dealer’s MVC-approved established place of business (e.g., auto shows, fairs, credit-union or club events, or other temporary venues where a salesperson is present).

Its core purpose is to give licensed dealers controlled flexibility to sell away from their permanent lot while maintaining strict MVC oversight and consumer safeguards. Key requirements include:

- MVC provisional permits or compliance conditions in many cases.
- A physical booth/desk at the off-site location.
- Restrictions on what counts as an off-site sale (e.g., it generally excludes pure wholesale auctions or remote internet communications where the final contract is signed at the dealer’s licensed location).

This prevents unregulated sales that could bypass dealer-licensing, premises-inspection, and consumer-protection rules while still allowing legitimate promotional or event-based selling.

New Jersey Statutes Annotated
Title 39. Motor Vehicles and Traffic Regulation
Subtitle 2. Other Laws Regulating Motor Vehicles
Chapter 10. Purchase, Sale and Transfer of Motor Vehicles
I. General Provisions (Refs & Annos)

N.J.S.A. 39:10-19.1

39:10-19.1. Definitions applicable to off-site sales of new or used recreational vehicles or used motor vehicles

Effective: February 12, 2008

Currentness

As used in this act:

“Off-site sale” means the display and sale of new or used recreational vehicles by a recreational vehicle dealer, or used motor vehicles registered in New Jersey by a used motor vehicle dealer, licensed under the provisions of R.S.39:10-19, at a location other than the dealer's established place of business. An “off-site sale” includes any off-site display of vehicles at which a recreational vehicle or used motor vehicle dealer has a sales person or employee present. For the purposes of this act, “off-site sale” does not include:

- a. An off-site display of vehicles at which a recreational vehicle or used motor vehicle dealer has no sales personnel present;
- b. The sale of a vehicle at an auction at which only wholesale purchases are permitted ; or
- c. The use of telephones, telephone call-forwarding, email, internet websites or other internet communications which allow a licensed dealer or dealership employee to communicate with customers while either the customer or the dealer or employee thereof is not present at the licensed physical location of the dealership, provided the contract for the sale of a vehicle is finalized and the sale transaction completed at the licensed location.

“Sponsoring organization” means:

- a. a credit union, automobile club, or other such not for profit organization or entity that makes the opportunity to attend and purchase a motor vehicle at an off-site sale available to its members; or
- b. a trade show coordinator, or other such organization, entity, or individual that makes the opportunity to attend and purchase a recreational vehicle at an off-site sale available to ticketed individuals.

Credits

L.2005, c. 351, § 1, eff. Aug. 1, 2006. Amended by L.2007, c. 335, § 25, eff. Feb. 12, 2008.

N. J. S. A. 39:10-19.1, NJ ST 39:10-19.1

Current with laws through L.2025, c. 271 and J.R. No. 17

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I. General Provisions (Refs & Annos)

N.J.S.A. 39:10-19.2

39:10-19.2. Off-site vehicle sales permitted to certain dealers

Effective: August 1, 2006

Currentness

Notwithstanding any other provision of law to the contrary, a recreational vehicle or used motor vehicle dealer, licensed under the provisions of R.S.39:10-19, may hold an off-site sale provided he is granted a final permit to do so pursuant to section 3 of this act.¹

Credits

L.2005, c. 351, § 2, eff. Aug. 1, 2006.

Footnotes

¹ N.J.S.A. § 39:10-19.3.

N. J. S. A. 39:10-19.2, NJ ST 39:10-19.2

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1. General Provisions (Refs & Annos)

N.J.S.A. 39:10-19.3

39:10-19.3. Provisional and final permits for off-site vehicle sales

Effective: September 6, 2008
Currentness

a. The Chief Administrator of the Motor Vehicle Commission may issue a provisional permit, subject to a fee, for an off-site sale to a licensed recreational vehicle or used motor vehicle dealer, provided:

- (1) No more than one permit for a particular location is issued during any calendar quarter;
- (2) A completed application and fee, in an amount determined by the chief administrator, is received by the commission at least 15 days prior to the first day of the sale;
- (3) The applicant is a recreational vehicle or used motor vehicle dealer, licensed under the provisions of R.S. 39:10-19, in good standing;
- (4) The sale is not conducted within 1,000 feet of the established place of business of any motor vehicle dealer licensed under the provisions of R.S. 39:10-19;
- (5) The display and sale of vehicles is conducted for no more than five consecutive days; and
- (6) The sale is not open to the general public, but limited to members of the sponsoring organization or in the case of the off-site sales of recreational vehicles, only to ticketed individuals.

b. Following the issuance of a provisional permit for an off-site sale, and in the event that the chief administrator determines that neither the dealer, the sponsoring organization, nor the off-site sale location has an unsatisfactory history of violations of Title 39, the chief administrator shall issue a final permit for an off-site sale to the applicant, provided the dealer applicant delivers to the commission, no later than five days prior to the sale, a surety bond in the amount of \$500,000 in the case of a permit for an off-site sale to a licensed used motor vehicle dealer; or \$10,000 in the case of a permit for an off-site sale to a licensed recreational vehicle dealer issued by a company authorized to transact surety business in this State and payable to the New Jersey Motor Vehicle Commission. If a surety bond is cancelled or terminated for any reason prior to the end date of the sale, the company that issued the surety bond shall immediately notify the chief administrator of the cancellation or termination. The dealer applicant shall immediately obtain and file with the chief administrator a replacement surety bond prior to the end date

39:10-19.3. Provisional and final permits for off-site vehicle sales, NJ ST 39:10-19.3

of the sale that shall cover the uninsured term of the sale. In lieu of a surety bond, a dealer applicant may submit a notarized copy of a certificate of self-insurance issued pursuant to section 30 of P.L.1952, c. 173 (C.39:6-52).

Credits

L.2005, c. 351, § 3, eff. Aug. 1, 2006. Amended by L.2008, c. 73, § 1, eff. Sept. 6, 2008.

N. J. S. A. 39:10-19.3, NJ ST 39:10-19.3

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I. General Provisions (Refs & Annos)

N.J.S.A. 39:10-19.4

39:10-19.4. Off-site vehicle sales; booth or desk at sale premises;
information required for agreements of sale, offerings or contracts

Effective: August 1, 2006

Currentness

a. A dealer conducting an off-site sale shall maintain a booth or desk at the off-site sale premises location for the duration of the sale. The final permit for the sale and the name of the recreational vehicle or used motor vehicle dealer to whom the permit was issued shall be prominently displayed at the booth or desk at all times during the off-site sale.

b. Any agreements of sale, offerings, or contracts entered into during the off-site sale shall include, or have attached, the following information, in a clearly identifiable manner:

(1) The address and telephone number of the established place of business of the recreational vehicle or used motor vehicle dealer conducting the off- site sale; and

(2) The recreational vehicle or used motor vehicle dealer's license number; and

(3) A copy of the final permit issued to the recreational vehicle or used motor vehicle dealer authorizing him to conduct the off-site sale.

Credits

L.2005, c. 351, § 4, eff. Aug. 1, 2006.

N. J. S. A. 39:10-19.4, NJ ST 39:10-19.4

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8. The On-Line Sales Act, N.J.S.A. 39:10-19.5 authorizes licensed motor vehicle dealers to conduct online sales of motor vehicles anywhere in New Jersey while imposing specific safeguards to maintain MVC oversight and consumer protection. It ensures that internet-based sales do not bypass the core physical-dealership requirements that apply to traditional sales.

Key requirements include: Dealers must maintain a physical presence in New Jersey that meets or exceeds the minimum “established place of business” standards under N.J.S.A. 39:10-19 (office size, display area, signage, etc.).

- Electronic records of online sales are permitted, provided they are kept in a format allowing immediate inspection by the MVC and the dealer has a stable internet connection.
- Online sales are limited to vehicles that are part of the dealer’s (or a licensed parent/affiliate’s) inventory held for sale.

The law modernizes dealer operations for the internet era without weakening the MVC’s longstanding rules that dealers must have a compliant brick-and-mortar location.

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I. General Provisions (Refs & Annos)

N.J.S.A. 39:10-19.5

39:10-19.5. Online sales of motor vehicles by licensees within State: requirements

Effective: January 18, 2022
Currentness

a. A licensee may conduct online sales of motor vehicles anywhere in this State in accordance with this chapter subject to the additional requirements set forth in subsection b. of this section.

b. In addition to meeting the requirements set forth in this chapter for engaging in the business of buying, selling, and dealing in motor vehicles in this State, licensees conducting online sales of motor vehicles in this State shall meet the following requirements:

(1) Licensees shall maintain a physical presence in the State of New Jersey equal to or greater than the minimum established place of business requirements for new and used motor vehicle dealerships pursuant to R.S. 39:10-19;

(2) Licensees may keep and maintain non-physical, electronic records of online sales of motor vehicles and shall have a stable Internet connection in the office, but the records shall be kept and maintained in a format that allows immediate inspection and examination by the chief administrator or his or her agent; and

(3) Licensees shall only conduct online sales of motor vehicles that constitute inventory held for sale by the licensee or a licensed parent or licensed affiliate thereof.

Credits

L.2021, c. 462, § 3, eff. Jan. 18, 2022.

N. J. S. A. 39:10-19.5, NJ ST 39:10-19.5
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9. The Modernization of Motor Vehicle Transaction Act, N.J.S.A. 39:10-39 through 10-42, modernizes vehicle sales and transaction processes for the digital era while preserving the MVC's core dealer-licensing and consumer-protection requirements. Its main provisions authorize dealers to conduct online sales of motor vehicles anywhere in the state (N.J.S.A. 39:10-19.5), provided the dealer maintains a compliant physical "established place of business." It permit the use of electronic signatures and electronic records for transaction documents (including powers of attorney) during sales or leases, and allows electronic submission and processing of motor vehicle transaction documents to the MVC. In short, the law facilitates paperless and internet-based car buying/selling without eliminating the longstanding brick-and-mortar dealership mandate or MVC oversight.

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Title 39. Motor Vehicles and Traffic Regulation
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Chapter 10. Purchase, Sale and Transfer of Motor Vehicles
III. Salvage Certificates of Title

N.J.S.A. 39:10-39

39:10-39. Short title; Motor Vehicle Transaction Modernization Act

Effective: January 18, 2022

Currentness

Sections 4 through 7 of P.L.2021, c. 462 (C.39:10-39 through C.39:10-42) shall be known and may be cited as the "Motor Vehicle Transaction Modernization Act."

Credits

L.2021, c. 462, § 4, eff. Jan. 18, 2022.

N. J. S. A. 39:10-39, NJ ST 39:10-39

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III. Salvage Certificates of Title

N.J.S.A. 39:10-40

39:10-40. Definitions relating to the online sale of motor vehicles

Effective: January 18, 2022

Currentness

As used in sections 4 through 7 of P.L.2021, c. 462 (C.39:10-39 through C.39:10-42):

“Buyer” includes a purchaser, debtor, lessee, bailee, transferee, and any person buying, attempting to buy, or receiving a motor vehicle subject to a security interest, lease, bailment or transfer agreement, or their legal successors in interest.

“Electronic” means relating to technology having electrical, digital, magnetic, optical, electromagnetic, or similar capabilities.

“Electronic signature” means an electronic symbol, sound, or process attached to, or logically associated with, a record and executed or adopted by an individual with the intent to sign the record.

“Licensee” means any natural person or entity that is licensed to buy, sell or deal in, or lease motor vehicles pursuant to R.S.39:10-19.

“Motor vehicle transaction” means any “sale,” “purchase,” or “online sale” as those terms are defined pursuant to R.S.39:10-2 or any lease as defined pursuant to section 2 of P.L. 1994, c. 190 (C.56:12-61), conducted by a licensee.

Credits

L.2021, c. 462, § 5, eff. Jan. 18, 2022.

N. J. S. A. 39:10-40, NJ ST 39:10-40

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Chapter 10. Purchase, Sale and Transfer of Motor Vehicles

III. Salvage Certificates of Title

N.J.S.A. 39:10-41

39:10-41. Execution and acknowledgement of transaction power
or attorney documents by electronic signature; requirements

Effective: January 18, 2022

Currentness

- a. Notwithstanding any provision of law or regulation to the contrary, during a motor vehicle transaction conducted by a licensee authorized to conduct online sales pursuant to section 3 of P.L.2021, c. 462 (C.39:10-19.5), the buyer and authorized licensee may execute and acknowledge power of attorney documents by electronic signature.
- b. When executing power of attorney documents pursuant to this section, an electronic signature shall be attributable to a person if it is the action of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic signature is attributable.
- c. The effect of an electronic signature attributed to a person under subsection b. of this section shall be determined from the context and surrounding circumstances at the time of the creation, execution, or adoption of the electronic signature, including the parties' agreement, if any, and as otherwise provided by law.
- d. Electronic signatures permitted under this section shall be executed in accordance with the minimum security requirements set forth by the National Highway Traffic Safety Administration under 49 C.F.R. s.580.1 et seq for Assurance Level 2.
- e. Nothing in sections 4 through 7 of P.L.2021, c. 462 (C.39:10-39 through C.39:10-42) shall mandate the use of electronic signatures or require buyers and authorized licensees to provide electronic signatures on power of attorney documents. An electronic signature shall be a valid and acceptable alternative to a traditional ink signature for the purposes of executing power of attorney documents executed in accordance with this section.
- f. The Chief Administrator of the New Jersey Motor Vehicle Commission shall not reject power of attorney documents submitted by a licensee in accordance with this section on the basis that such documents bear electronic signatures. Nothing in this section shall permit the electronic execution of any documents for the purpose of mileage disclosure subject to R.S.39:10-9 or the federal Truth in Mileage Act of 1986, Pub.L.99-579 (49 U.S.C. s.32705) unless authorized by the chief administrator by regulations adopted pursuant to section 8 of P.L.2021, c. 462 (C.39:10-4.1).

Credits

L.2021, c. 462, § 6, eff Jan 18, 2022.

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Chapter 10. Purchase, Sale and Transfer of Motor Vehicles
III. Salvage Certificates of Title

N.J.S.A. 39:10-42

39:10-42. Notarized signatures not required

Effective: January 18, 2022

Currentness

Notwithstanding any provision of law or regulation to the contrary, during a motor vehicle transaction conducted by an authorized licensee, the Chief Administrator of the New Jersey Motor Vehicle Commission shall not require a notarized signature on any electronically signed power of attorney permitted by section 6 of P.L.2021, c. 462 (C.39:10-41).

Credits

L.2021, c. 462, § 7, eff. Jan. 18, 2022.

N. J. S. A. 39:10-42, NJ ST 39:10-42

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10. The Vehicle Protection Product Warrantors Act, N.J.S.A. 56:8-167 and N.J.S.A. 17:18-19 through 17:18-26, requires registration and financial safeguards for warrantors of “vehicle protection products” (such as anti-theft alarms, window etching, body-part marking, steering locks, or similar devices/services installed on or applied to a vehicle). These products come with a written warranty that promises to pay specified “incidental costs” (e.g., rental cars, deductibles, replacement-vehicle value differences, taxes, or registration fees) if the product fails to prevent theft or help recover the stolen vehicle.

Key elements of the Act:

- Warrantors must register annually with the NJ Division of Consumer Affairs, pay a fee, file sample warranties, and maintain a “warranty reimbursement insurance policy” so they can honor claims even if the warrantor goes out of business.
- It explicitly clarifies that these warranties are not insurance.

New Jersey Statutes Annotated

Title 56. Trade Names, Trade-Marks and Unfair Trade Practices

Chapter 8. Frauds, Etc., in Sales or Advertisements of Merchandise (Refs & Annos)

N.J.S.A. 56:8-167

56:8-167. Sale of vehicle protection product warranties; unlawful practices

Effective: April 1, 2008

Currentness

- a. It shall be an unlawful practice for a person to sell, or offer for sale, a vehicle protection product with a warranty issued by a warrantor that is not registered pursuant to P.L.2007, c. 166 (C.17:18-19 et al.).
- b. It shall be an unlawful practice for a person who is not registered pursuant to section 3 of P.L.2007, c. 166 (C.17:18-21) to offer or issue a vehicle protection product warranty.

Credits

L.2007, c. 166, § 4, eff. April 1, 2008.

N. J. S. A. 56:8-167, NJ ST 56:8-167

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New Jersey Statutes Annotated

Title 17. Corporations and Institutions for Finance and Insurance (Refs & Annos)

Subtitle 3. Insurance

Part 1. Insurance Companies Generally

Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-19

17:18-19. Definitions relating to vehicle protection product warranties

Effective: April 1, 2008

Currentness

As used in this act: ¹

“Administrator” means a third party, other than the warrantor, who is designated by the warrantor to be responsible for the administration of vehicle protection product warranties.

“Incidental costs” means losses and expenses that are specified in the vehicle protection product warranty and are incurred by the warranty holder relating to the failure of the vehicle protection product to perform as provided in the warranty. Incidental costs may include, but are not limited to, insurance policy deductibles, rental vehicle charges, the difference between the actual value of the stolen vehicle at the time of theft and the cost of a replacement vehicle, sales taxes, registration fees, transaction fees and mechanical inspection fees.

“Vehicle protection product” means a vehicle protection device, system or service that:

(a) is installed on or applied to a vehicle;

(b) is designed to prevent loss or damage to a vehicle from a specific cause or to facilitate the recovery of the vehicle after it has been stolen; and

(c) includes a written warranty by a warrantor that provides if the vehicle protection product fails to prevent loss or damage to a vehicle from a specific cause or to facilitate the recovery of the vehicle after it has been stolen, the warranty holder shall be paid specified incidental costs by the warrantor as a result of the failure of the vehicle protection product to perform pursuant to the terms of the warranty.

The term does not include a vehicle protection device, system, or service that is installed on or applied to a vehicle by the vehicle manufacturer at the vehicle assembly facility. Vehicle protection products include, but are not limited to, alarm systems, body part marking products, steering locks, window etch products, pedal and ignition locks, fuel and ignition kill switches and electronic, radio and satellite tracking devices.

“Vehicle protection product warrantor” or “warrantor” means a person who is contractually obligated to the warranty holder under the terms of the vehicle protection product warranty. Warrantor does not include a licensed or eligible insurer.

“Warranty reimbursement insurance policy” means a policy of insurance issued to a vehicle protection product warrantor to provide reimbursement to the warrantor under the terms of the insured warrantor’s vehicle protection product warranty, and to pay on behalf of the warrantor, in the event of the warrantor’s nonperformance, all covered obligations incurred by the warrantor under the terms of the warrantor’s vehicle protection product warranty. A licensed or eligible insurer that has filed its policy form with the Department of Banking and Insurance shall issue the warranty reimbursement insurance policy.

Credits

L.2007, c. 166, § 1, eff. April 1, 2008.

Footnotes

1 L.2007, c. 166. (N.J.S.A. § 17:18-19 et al.).

N. J. S. A. 17:18-19, NJ ST 17:18-19

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Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-20

17:18-20. Vehicle protection product warranties; required content

Effective: April 1, 2008

Currentness

A vehicle protection product warranty offered or issued in this State shall:

- a. Identify the warrantor, the seller, the warranty holder and the terms of the sale;
- b. Conspicuously and in plain English set forth in writing the obligations of the warrantor to the warranty holder, and state that those obligations are guaranteed under a warranty reimbursement insurance policy;
- c. Conspicuously state that if the payment due under the terms of the warranty is not provided by the warrantor within sixty days after proof of loss has been filed pursuant to the terms of the warranty by the warranty holder, the warranty holder may file directly with the warranty reimbursement insurance company for reimbursement;
- d. Conspicuously state the name and address of the company issuing the warranty reimbursement insurance policy and, if different, the complete address at which a claim may be filed; and
- e. Contain a disclosure that reads substantially as follows:

THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS.

Credits

L.2007, c. 166, § 2, eff. April 1, 2008.

N. J. S. A. 17:18-20, NJ ST 17:18-20

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Part 1. Insurance Companies Generally

Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-21

17:18-21. Registration of persons to operate as a warrantor; annual registration; fees

Effective: April 1, 2008

Currentness

a. A person may not operate as a warrantor or represent to the public that the person is a warrantor unless the person is registered with the Director of the Division of Consumer Affairs, in such manner as the director deems appropriate, and:

(1) Maintains and has filed with the director a copy of a warranty reimbursement insurance policy which states that:

(a) The company issuing the warranty reimbursement insurance policy will reimburse or pay on behalf of the vehicle protection product warrantor all incidental costs or will provide the service that the warrantor is legally obligated to perform according to the warrantor's contractual obligations under the vehicle protection product warranty; and

(b) If the payment due under the terms of the warranty is not provided by the warrantor within sixty days after proof of loss has been filed according to the terms of the warranty by the warranty holder, the warranty holder may file for reimbursement directly with the company issuing the warranty reimbursement insurance policy and the insurer shall make reimbursement or provide the service required by the warranty directly to the warranty holder; and

(2) Has filed a copy of the warranties used by the warrantor in this State and a copy of the warranty reimbursement insurance policy with the director.

b. The director shall require warrantors to register annually, and to update their registration, the form of warranty, or the warranty reimbursement insurance policy, within 30 days of any change. The registration form shall contain:

(1) The warrantor's name, and any assumed name under which the warrantor does business in the State;

(2) The warrantor's principal office address and telephone number;

(3) The name, address, and telephone number of all administrators designated by the warrantor to be responsible for the administration of vehicle protection product warranties in this State; and

(4) The name, address, and telephone number of the insurance company providing the warranty reimbursement insurance policy coverage.

c. The information required to be provided in the registration form shall be made available to the public.

d. The director shall impose a fee on each registered warrantor to defray the costs of administering the provisions of P.L.2007, c. 166 (C.17:18-19 et al.), in the amount of \$1,000 annually. Beginning 12 months after the effective date of P.L.2007, c. 166 (C.17:18-19 et al.), and annually thereafter, the director may modify the amount of the fee imposed pursuant to this subsection, which amount shall not exceed \$2,000, to reflect the division's actual costs of administration.

Credits

L.2007, c. 166, § 3, eff. April 1, 2008.

N. J. S. A. 17:18-21, NJ ST 17:18-21

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Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-22

17:18-22. Construction with insurance laws; required conditions for an expressed warranty

Effective: April 1, 2008

Currentness

A vehicle protection product warranty issued by the warrantor of a vehicle protection product does not constitute a contract substantially amounting to insurance or its issuance the business of insurance under Title 17 of the Revised Statutes and is an express warranty, if all of the following conditions are met:

- a. The warranty is limited to indemnifying the warranty holder for incidental costs which may be reimbursed under the provisions of the warranty in either a fixed amount specified in the warranty or sales agreement or by the use of a formula itemizing specific incidental costs incurred by the warranty holder;
- b. The warranty meets all the requirements set forth in section 2 of P.L.2007, c. 166 (C.17:18-20), including, but not limited to, being guaranteed by a warranty reimbursement insurance policy; and
- c. The warrantor meets all the requirements set forth in section 3 of P.L. 2007, c. 166 (C.17:18-21).

Credits

L. 2007, c. 166, § 5, eff. April 1, 2008.

N. J. S. A. 17:18-22, NJ ST 17:18-22

Current with laws through L.2025, c. 271 and J.R. No. 17

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New Jersey Statutes Annotated

Title 17. Corporations and Institutions for Finance and Insurance (Refs & Annos)

Subtitle 3. Insurance

Part 1. Insurance Companies Generally

Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-23

17:18-23. Persons selling vehicle protection products who are not warrantors; registration requirements

Effective: April 1, 2008

Currentness

An administrator or person who sells or solicits a sale of a vehicle protection product, but who is not a warrantor, shall not be required to register as a warrantor or be licensed under the insurance laws of this State to sell vehicle protection products.

Credits

L.2007, c. 166, § 6, eff. April 1, 2008.

N. J. S. A. 17:18-23, NJ ST 17:18-23

Current with laws through L.2025, c. 271 and J.R. No. 17

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Title 17. Corporations and Institutions for Finance and Insurance (Refs & Annos)

Subtitle 3. Insurance

Part 1. Insurance Companies Generally

Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-24

17:18-24. Prohibition upon conditional sale or financing of automobiles not equipped with vehicle protection products

Effective: April 1, 2008

Currentness

A warrantor or seller of vehicle protection products shall not require, as a condition of sale or financing, a retail purchaser of a motor vehicle to purchase a vehicle protection product that is not installed on the motor vehicle at the time of sale.

Credits

L.2007, c. 166, § 7, eff. April 1, 2008.

N. J. S. A. 17:18-24, NJ ST 17:18-24

Current with laws through L.2025, c. 271 and J.R. No. 17

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Title 17. Corporations and Institutions for Finance and Insurance (Refs & Annos)

Subtitle 3. Insurance

Part 1. Insurance Companies Generally

Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-25

17:18-25. Liability for actions and conduct prior to effective date

Effective: April 1, 2008

Currentness

The failure of a warrantor or other person to comply with P.L.2007, c. 166 (C.17:18-19 et al.), or otherwise to administer a vehicle protection product in the manner required by P.L.2007, c. 166 (C.17:18-19 et al.), before its effective date is not admissible in any court, administrative, arbitration, or alternative dispute resolution proceeding and may not otherwise be used to prove that the action of any person or the affected vehicle protection product was unlawful or otherwise improper.

Credits

L.2007, c. 166, § 8, cff. April 1, 2008.

N. J. S. A. 17:18-25, NJ ST 17:18-25

Current with laws through L.2025, c. 271 and J.R. No. 17

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New Jersey Statutes Annotated

Title 17. Corporations and Institutions for Finance and Insurance (Refs & Annos)

Subtitle 3. Insurance

Part 1. Insurance Companies Generally

Chapter 18. Powers, Duties and Limitations (Refs & Annos)

N.J.S.A. 17:18-26

17:18-26. Violations as an unlawful practice

Effective: April 1, 2008

Currentness

A violation of the provisions of P.L.2007, c. 166 (C.17:18-19 et al.) shall be an unlawful practice and a violation of P.L.1960, c. 39 (C.56:8-1 et seq.).

Credits

L.2007, c. 166, § 9, eff. April 1, 2008.

N. J. S. A. 17:18-26, NJ ST 17:18-26

Current with laws through L.2025, c. 271 and J.R. No. 17

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11. Unfair Trade Practices - Used Motor Vehicles - Sale and Warranty, N.J.A.C. §§ 13:45A–26F.1 to APPENDIX D, implements New Jersey’s Used Car Lemon Law (N.J.S.A. 56:8-67 et seq.) by prohibiting unfair and deceptive trade practices in the sale and warranty of used motor vehicles. Specifically, it:

- requires licensed used-car dealers to furnish a minimum written warranty (duration depends on the vehicle’s mileage at sale) on most used passenger vehicles;
- sets strict conditions under which a buyer may waive the warranty (with required “as-is” disclosures and forms);
- mandates dealer bonding, collection of a \$0.50 administrative fee per sale, and reporting requirements;
- establishes procedures for dealers to repair material defects and a formal dispute-resolution program administered by the Division of Consumer Affairs’ Used Car Lemon Law Unit (in conjunction with the Office of Administrative Law); and
- defines violations that constitute unlawful practices under the New Jersey Consumer Fraud Act.

Note: The regulation includes required forms in Appendices A–D (warranty, “as-is” disclosure, waiver, and administrative-fee certification).

New Jersey Administrative Code

Title 13. Law and Public Safety

Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 26F. Unfair Trade Practices—Used Motor Vehicles—Sale and Warranty

N.J.A.C. 13:45A-26F.1

13:45A-26F.1 Purpose and scope

Currentness

(a) The purpose of this subchapter is to implement N.J.S.A. 56:8-67 et seq., commonly known as the Used Car Lemon Law. The subchapter specifies which used motor vehicles are subject to the Act; the purchaser's as well as the dealer's obligations under the Act; the warranties which the dealer must provide; the conditions which must be met before a purchaser may waive a warranty; and the dealer's bonding and reporting requirements. In addition, the subchapter establishes a dispute resolution program within the Division of Consumer Affairs in conjunction with the Office of Administrative Law.

(b) This subchapter applies to:

1. Dealers (as defined in N.J.A.C. 13:45A-26F.2), who sell used motor vehicles in the State of New Jersey; and
2. All consumers (as defined in N.J.A.C. 13:45A-26F.2), of used motor vehicles in the State of New Jersey.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

Current through amendments included in the New Jersey Register, Volume 58, Issue 1, dated January 5, 2026. Some sections may be more current, see credits for details.

N.J.A.C. 13:45A-26F.1, NJ ADC 13:45A-26F.1

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Subchapter 26F. Unfair Trade Practices—Used Motor Vehicles—Sale and Warranty

N.J.A.C. 13:45A-26F.2

13:45A-26F.2 Definitions

Currentness

As used in this subchapter, the following words shall have the following meanings:

“As is” means a used motor vehicle sold by a dealer to a consumer without any warranty, either express or implied, and with the consumer being solely responsible for the cost of any repairs to that motor vehicle.

“Consumer” means the purchaser or prospective purchaser, other than for the purpose of resale, of a used motor vehicle normally used for personal, family or household purposes.

“Covered item” means and includes the following components of a used motor vehicle: Engine—all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part. Transmission Automatic/Transfer Case—all internal lubricated parts, torque converter, vacuum modulator, transmission mounts, seals and gaskets. Transmission Manual/Transfer Case—all internal lubricated parts, transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders. Front-Wheel Drive—all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets. Rear-Wheel Drive—all internal lubricated parts, propeller shafts, supports and U-joints, axle shafts and bearings, seals and gaskets.

“Dealer” means any person or business which sells, or offers for sale, a used motor vehicle after selling or offering for sale three or more used motor vehicles in the previous 12 month period.

“Deduction for personal use” means the mileage allowance set by the Federal Internal Revenue Service for business usage of a motor vehicle in effect on the date a used motor vehicle is repurchased by a dealer in accordance with N.J.S.A. 56:8-71, multiplied by the total number of miles a used motor vehicle is driven by a consumer from the date of purchase of that vehicle until the time of its repurchase.

“Director” means the Director of Consumer Affairs in the Department of Law and Public Safety.

“Excessive wear and tear” means wear or damage to a used motor vehicle beyond that expected to be incurred in normal circumstances.

“Material defect” means a malfunction of a used motor vehicle, subject to a warranty, which substantially impairs its use, value or safety.

“Model year” means the calendar year beginning January 1 and ending December 31 of the year listed on the motor vehicle's title or certificate of ownership and vehicle identification number.

“Repair insurance” means a contract in writing to refund, repair, replace, maintain or take other action with respect to a used motor vehicle for any period of time or any specified mileage and provided at an extra charge beyond the price of the used motor vehicle.

“Sale” means the transfer of title of a used motor vehicle from the owner-seller to the purchaser-consumer and does not include those transactions in which the owner-seller has obtained title to, or is granted the right to sell, a used motor vehicle by operation of law (for example, pursuant to N.J.S.A. 20:64-7 or 54:49-13a), or in which the seller is a public entity or governmental unit.

“Service contract” means a contract in writing to refund, repair, replace, maintain or take other action with respect to a used motor vehicle for any period of time or any specific mileage or provided at an extra charge beyond the price of the used motor vehicle.

“Used motor vehicle” means a passenger motor vehicle, excluding motorcycles, motor homes and off-road vehicles, title to, or possession of which has been transferred from the person who first acquired it from the manufacturer or dealer, and so used as to become what is commonly known as “secondhand,” within the ordinary meaning thereof but does not mean a passenger motor vehicle, subject to a motor vehicle lease agreement which was in effect for more than 90 days, which is sold by the lessor to the lessee, or to a family member or employee of the lessee upon the termination of the lease agreement.

“Warranty” means any undertaking, in writing and in connection with the sale by a dealer of a used motor vehicle, to refund, repair, replace, maintain or take other action with respect to the used motor vehicle, and which is provided at no extra charge beyond the price of the used motor vehicle.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

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N.J.A.C. 13:45A-26F.2, NJ ADC 13:45A-26F.2

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N.J.A.C. 13:45A-26F.3

13:45A-26F.3 Dealer warranty; form; scope; purchaser's obligations

Currentness

(a) Upon the sale of a used motor vehicle in the State of New Jersey, the dealer shall furnish the consumer with a written warranty which meets the requirements of (c) below, unless:

1. The purchase price of the used motor vehicle is less than \$3,000;
2. The used motor vehicle is over seven model years old;
3. The used motor vehicle has been declared a total loss by an insurance company and the consumer has been notified in writing of that fact at, or prior to, sale;
4. The used motor vehicle has more than 60,000 miles and the consumer elects to waive the warranty in writing pursuant to N.J.A.C. 13:45A-26F.4; or
5. The used motor vehicle has more than 100,000 miles.

(b) The written warranty shall be in the same format, and contain all of the information in, the "Used Motor Vehicle Limited Warranty" form which is appended hereto as Appendix A, incorporated herein by reference, and have at least the following minimum durations:

1. If the used motor vehicle has 24,000 miles or less, the warranty shall be, at a minimum, 90 days or 3,000 miles, whichever comes first;
2. If the used motor vehicle has more than 24,000 miles but less than 60,000 miles, the warranty shall be, at a minimum, 60 days or 2,000 miles, whichever comes first; or
3. If the used motor vehicle has 60,000 miles or more, the warranty shall be, at a minimum, 30 days or 1,000 miles, whichever comes first, unless the consumer elects to waive this warranty pursuant to the terms of N.J.A.C. 13:45A-26F.4.

(c) The written warranty shall require the dealer, during the term of the warranty, to correct the failure or malfunction of a covered item as defined in N.J.A.C. 13:45A-26F.2, provided the used motor vehicle is delivered to the dealer, at the dealer's regular place of business and subject to a deductible amount of \$50.00 to be paid by the consumer for each repair of a covered item. This written warranty shall exclude repairs covered by any manufacturer's warranty or recall program, as well as repairs of a covered item required because of collision, abuse, or the consumer's failure to properly maintain such used motor vehicle in accordance with the manufacturer's recommended maintenance schedule, or from damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of such vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of such vehicle by someone other than the dealer.

(d) The warranty periods in (b) above shall be extended by any time period during which the used motor vehicle is waiting for the dealer or his agent to begin or complete repairs of a material defect of the used motor vehicle.

(e) If the dealer fails to provide the consumer with a written warranty required by N.J.S.A. 56:8-69, the dealer nevertheless shall be deemed to have given the warranty as a matter of law, unless a waiver has been signed by the consumer in accordance with N.J.S.A. 56:8-73 and N.J.A.C. 13:45A-26F.4.

Credits

Amended by R.2006 d.141, effective April 17, 2006.

CHAPTER EXPIRATION DATE

<Chapter 45A. Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

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N.J.A.C. 13:45A-26F.3, NJ ADC 13:45A-26F.3

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N.J.A.C. 13:45A-26F.4

13:45A-26F.4 Waiver of warranty

Currentness

(a) A consumer, as a result of a price negotiation for the purchase of a used motor vehicle with over 60,000 miles, may elect to waive the dealer's obligation to provide a warranty on the used motor vehicle provided that:

1. The waiver is in writing;
2. The waiver shall be in the same format and contain all of the information in the "'As Is' Disclosure" form and the "Waiver of New Jersey Used Motor Vehicle Limited Warranty" form which are appended hereto as Appendices B and C, respectively, incorporated herein by reference; and
3. The waiver and disclosure forms are signed separate and apart from the contract of sale.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

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N.J.A.C. 13:45A-26F.4, NJ ADC 13:45A-26F.4

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N.J.A.C. 13:45A-26F.5

13:45A-26F.5 Bond requirement

Currentness

To assure compliance with the requirements of N.J.S.A. 56:8-77 et seq., a dealer shall provide a bond in favor of the State of New Jersey in the amount of \$10,000, executed by a surety company authorized to transact business in the State of New Jersey by the Department of Banking and Insurance and to be conditioned on the faithful performance of the provisions of N.J.S.A. 56:8-77 et seq. This bond shall be for the term of 12 months and shall be renewed at each expiration for a similar period. The Commissioner of the Motor Vehicle Commission shall not issue a dealer's license and shall not renew a license of any dealer who has not furnished proof of the existence of such bond.

Credits

Amended by R.2012 d.016, effective January 17, 2012.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

Current through amendments included in the New Jersey Register, Volume 58, Issue 1, dated January 5, 2026. Some sections may be more current, see credits for details.

N.J.A.C. 13:45A-26F.5, NJ ADC 13:45A-26F.5

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N.J.A.C. 13:45A-26F.6

13:45A-26F.6 Administrative fee

Currentness

(a) At the time of sale a dealer shall collect an administrative fee of \$0.50 from each consumer who purchases a used motor vehicle in the State of New Jersey.

(b) By the 15th of every January, a dealer shall mail to the Used Car Lemon Law Unit, the following:

1. A check or money order made payable to the "New Jersey Division of Consumer Affairs," in an amount equal to the total sum of administrative fees collected during the preceding calendar year; and

2. A completed "Certification of Administrative Fees" form, which is appended to this subchapter as Appendix D, incorporated into this rule by reference, indicating the number of used cars sold each month by the dealer during the preceding calendar year.

(c) The Director may conduct random audits of dealers' records to assure compliance with the Act and this subchapter.

Credits

Amended by R.2006 d.141, effective April 17, 2006.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

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N.J.A.C. 13:45A-26F.6, NJ ADC 13:45A-26F.6

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N.J.A.C. 13:45A-26F.7

13:45A-26F.7 Procedures regarding repair of material defect

Currentness

(a) When a consumer believes that a used motor vehicle does not conform to an applicable warranty the consumer shall:

1. Notify the dealer of a material defect ; and

2. Make the used motor vehicle available for repair by delivering the motor vehicle to the dealer at the dealer's regular place of business before the appropriate warranty period expires.

(b) If, within the terms of the warranty applicable to the used motor vehicle, the same material defect has been subject to repair three or more times by the dealer or the dealer's agent and the material defect continues to exist, or the used motor vehicle has been out of service a cumulative total of 20 or more days during the warranty period because the dealer has yet to begin or complete repair of the material defect, and the dealer fails to refund the full purchase price of the used motor vehicle excluding all sales taxes, title and registration fees, or any similar governmental charges and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the motor vehicle, then the consumer may seek resolution:

1. Through the Division of Consumer Affairs dispute resolution program in conjunction with the Office of Administrative Law;

2. Through the Division of Consumer Affairs alternative dispute resolution procedure in which both parties agree to participate in informal settlement discussions with an independent third party who works to assist the participants in reaching a mutually satisfactory settlement;

3. By filing an action in the Superior Court of New Jersey. Any party to an action asserting a claim, counterclaim or defense based upon violations of the Used Car Lemon Law shall mail a copy of the initial or responsive pleading containing the claim, counterclaim or defense to the Director and to the Used Car Lemon Law Unit within 10 days after filing the pleading with the court; or

4. Through the dealer's informal dispute resolution procedures pursuant to N.J.A.C. 13:45A-26F.16, if available.

(c) A consumer who selects options (b)2 or 4 above and who fails to achieve a satisfactory result may seek resolution from among the remaining options.

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N.J.A.C. 13:45A-26F.8

13:45A-26F.8 Used Car Lemon Law Unit; duties; address

Currentness

(a) There is established within the Division of Consumer Affairs a section which shall process Used Car Lemon Law matters, to be known as the Used Car Lemon Law (UCLL) Unit which shall:

1. Upon request, provide consumers with a brochure setting forth:

i. Information regarding a consumer's rights and remedies under the relevant law; and

ii. The procedures to be followed in order to participate in the various dispute resolution systems;

2. Review and process applications received for dispute resolution;

3. Compile a roster of motor vehicle dealers who sell used motor vehicles in New Jersey; and

4. Perform such other duties as the Director may from time to time assign.

(b) All correspondence to the Division of Consumer Affairs regarding Used Car Lemon Law matters shall be directed to the attention of the UCLL Unit as follows:

Division of Consumer Affairs

Used Car Lemon Law Unit

PO Box 45039

124 Halsey Street

Newark, New Jersey 07101

Credits

Amended by R.2006 d.141, effective April 17, 2006.

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Subchapter 26F. Unfair Trade Practices—Used Motor Vehicles—Sale and Warranty

N.J.A.C. 13:45A-26F.9

13:45A-26F.9 Procedures for resolving a complaint

Currentness

(a) To be eligible to have a dispute resolved in one of the forums set forth in N.J.A.C. 13:45A-26F.7, a consumer shall provide the following items to the UCLL Unit:

1. A completed application for dispute resolution (see N.J.A.C. 13:45A-26F.10) which can be obtained from the UCLL Unit; and
2. Photocopies of all relevant supporting documentation.

Credits

Amended by R.2006 d.141, effective April 17, 2006; R.2012 d.016, effective January 17, 2012.

CHAPTER EXPIRATION DATE

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N.J.A.C. 13:45A-26F.10

13:45A-26F.10 Application for dispute resolution

Currentness

(a) The application for dispute resolution shall contain the following:

1. The name, address and telephone number of the consumer and lien-holder, if any;
2. The date the used motor vehicle was purchased by the consumer from the dealer;
3. The number of miles the motor vehicle had been driven prior to the date of purchase;
4. A written account of the events resulting in the dispute, including description(s) of the claimed material defect(s) and a chronology of the repair attempts;
5. Photocopies of the statements of repair given to the consumer by the dealer or the dealer's agent, each time the used motor vehicle was examined or repaired; and
6. Photocopies of the agreement of sale, the written warranty and any other documents related to the dispute.

(b) The application shall also contain a statement to the effect:

1. That the consumer believes that the used motor vehicle's use, value, or safety is substantially impaired by the defect(s) complained of;
2. That the material defect(s) complained of is(are) not the result of abuse, neglect or unauthorized modification or alteration of the used motor vehicle by anyone other than the dealer or its agent;
3. That within the applicable warranty period:
 - i. The consumer gave the dealer or its agent at least three opportunities to repair the material defect, and the material defect continues to exist; or

ii. The used motor vehicle has been out of service by reason of waiting for the dealer to begin or complete repair of the defective covered item for a cumulative total of 20 or more days since the date of purchase of the used motor vehicle by the consumer, and the material defect continues to exist; and

4. Whether the consumer wishes to participate in:

i. The Division of Consumer Affairs' UCLL dispute resolution program in conjunction with the Office of Administrative Law; or

ii. The Division of Consumer Affairs' alternative dispute resolution procedure.

Credits

Amended by R.2012 d.016, effective January 17, 2012.

CHAPTER EXPIRATION DATE

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Subchapter 26F. Unfair Trade Practices—Used Motor Vehicles—Sale and Warranty

N.J.A.C. 13:45A-26F.11

13:45A-26F.11 Processing of applications

Currentness

(a) An application which has been submitted shall be reviewed by the UCLL Unit for completeness and compliance with the Used Car Lemon Law and this subchapter.

1. An incomplete application shall be returned to the consumer for completion.

2. An application which does not comply with this subchapter and the Used Car Lemon Law shall be rejected and the UCLL Unit shall notify the consumer of the reason for the rejection without making any determination as to whether the claimed defect is substantiated by the evidence or whether the defect substantially impairs the use, value or safety of the used motor vehicle.

3. An application which is accepted shall be date stamped to indicate acceptance and shall be directed to the Division's UCLL program or the Division's alternate dispute resolution procedure.

CHAPTER EXPIRATION DATE

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N.J.A.C. 13:45A-26F.11, NJ ADC 13:45A-26F.11

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Subchapter 26F. Unfair Trade Practices—Used Motor Vehicles—Sale and Warranty

N.J.A.C. 13:45A-26F.12

13:45A-26F.12 Notification of scheduling of hearings

Currentness

(a) Used motor vehicle dealers in New Jersey shall forward to the Division of Consumer Affairs, UCLL Unit, the name, address, telephone and telefax number of the person designated by the dealer to receive notices under the dispute resolution process. It shall be the duty of the dealer to update this information, as necessary.

(b) Upon acceptance of an application, the UCLL Unit shall send a notice by hand delivery or certified mail, return receipt requested, to the consumer and the dealer's designee.

(c) The UCLL Unit shall promptly thereafter refer an accepted application for dispute resolution to the Office of Administrative Law (OAL) or the Division's alternative dispute resolution procedure. The matter shall be conducted as a contested case by the OAL in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(d) Notice of the date, time and location of the hearing shall be mailed by OAL to both parties.

(e) Simultaneously with the notice of acceptance of the application, the UCLL Unit shall send a copy of the application materials to the dealer or the dealer's designee. Within 10 days of receiving the transmittal sheet from the Office of Administrative Law indicating the judge assigned to the case, the dealer shall mail by certified mail, return receipt requested, to the consumer at his or her address and to the Clerk of the Office of Administrative Law at the address stated on the transmittal sheet, a response to each of the statements set forth in the consumer application. The response shall also state whether the dealer objects to a proceeding on the papers if requested by the consumer.

(f) Applications for adjournments or rescheduling of the hearing shall be made in accordance with N.J.A.C. 1:1-9.6.

Credits

Amended by R.2006 d.141, effective April 17, 2006; R.2012 d.016, effective January 17, 2012.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

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N.J.A.C. 13:45A-26F.12, NJ ADC 13:45A-26F.12

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Subchapter 26F. Unfair Trade Practices—Used Motor Vehicles—Sale and Warranty

N.J.A.C. 13:45A-26F.13

13:45A-26F.13 Final decision

Currentness

(a) The Director shall mail notification of the rejected, modified or adopted decision to both parties, the lien-holder, if any, and the OAL.

(b) In instances in which the matter is resolved in favor of the consumer, the dealer shall advise the Director as to its compliance with the final decision no later than 10 days following the date stated for completion of all awarded remedies.

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N.J.A.C. 13:45A-26F.14

13:45A-26F.14 Computation of refund

Currentness

(a) The refund claimed by a consumer pursuant to N.J.S.A. 56:8-71 of the Used Car Lemon Law, whether through a dealer's informal dispute resolution process, the Division's alternate dispute resolution procedure or the Division's UCLL dispute resolution program, shall include:

I. The total purchase price of the used motor vehicle excluding:

i. All sale taxes;

ii. Title and registration fees or any similar governmental charges;

iii. A reasonable allowance for excessive wear and tear if any; and

iv. A deduction for personal use (as that term is defined at N.J.A.C. 13:45A-26F.2) of the used motor vehicle by the consumer.

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N.J.A.C. 13:45A-26F.15

13:45A-26F.15 Appeals

Currentness

A dealer or consumer may appeal a final decision to the Appellate Division of the Superior Court no later than 45 days after the date of the final decision. A copy of the notice of appeal must also be filed with the Director.

CHAPTER EXPIRATION DATE

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N.J.A.C. 13:45A-26F.16

13:45A-26F.16 Dealer's informal dispute resolution procedures

Currentness

(a) Dealers who establish or participate in an informal dispute settlement procedure shall:

1. Advise the UCLL Unit of the existence of its informal dispute resolution procedure; and
2. Send the UCLL Unit an outline of the steps that a consumer must take in order to participate in the dealer's informal dispute resolution procedure; the information shall include all necessary addresses and phone numbers.

Credits

Amended by R.2006 d.141, effective April 17, 2006.

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N.J.A.C. 13:45A-26F.17

13:45A-26F.17 Index of disputes

Currentness

(a) The Division of Consumer Affairs shall maintain an index of all used motor vehicle disputes by make, model, dealer and such other information as the Director requires, and shall compile and maintain statistics indicating the record of dealer compliance with any judgments or settlements.

(b) The index and statistical record of compliance shall be made available to the public.

Credits

Amended by R.2006 d.141, effective April 17, 2006.

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N.J.A.C. 13:45A-26F.18

13:45A-26F.18 Violations

Currentness

Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violation of the provisions of this subchapter shall be subject to the sanctions contained in the Consumer Fraud Act.

CHAPTER EXPIRATION DATE

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 Appendix a

N.J.A.C. 13:45A-26F App. A

APPENDIX A

Currentness

APPENDIX A
 Used Motor Vehicle Limited Warranty

Purchaser (Buyer)	Dealer (Seller)	Vehicle
Name _____		Year _____
Street Address _____		Make _____
City _____ State _____ ZIP _____		Model _____
Telephone Number (with area code) _____		VIN _____
Vehicle purchase date _____		Vehicle Identification Number _____
_____		Odometer Reading: _____
_____		_____

Warranty: If used motor vehicle has (check appropriate box) 24,000 miles or less, the warranty is 90 days or 3,000 miles, whichever comes first. 24,001 to 63,000, the warranty is 60 days or 2,000 miles, whichever comes first. 63,001 to 100,000, the warranty is 30 days or 1,000 miles, whichever comes first.

Terms

Dealer agrees to repair or replace any covered part of the above vehicle upon failure or malfunction of a Covered Item specified in 2 below, subject to the following terms, conditions, exclusions and limitations:

- Who is covered by the limited warranty? Only the purchaser named above. The warranty is not transferable to nor enforceable by any other person.
- What parts of the vehicle are covered by this limited warranty? Under the law only "Covered Items" which include the following components of a used motor vehicle:
 - Engine—all internal lubricated parts (timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing, however, housing, engine block, and cylinder heads are covered items only if damaged by the failure of an internal lubricated part.
 - Transmission Automatic/Transfer Case—all internal lubricated parts (torque converter, vacuum modulator, transmission mounts, seals and gaskets).
 - Transmission Manual/Transfer Case—all internal lubricated parts (transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders).
 - Front Wheel Drive—all internal lubricated parts, axle shafts, constant velocity joints, front sub bearings, seals and gaskets.
 - Rear Wheel Drive—all internal lubricated parts, propeller shafts, supports and U-joints, axle shaft and bearings, seals and gaskets.
- What is excluded from this limited warranty?
 - Any and all parts not expressly specified in Part 2 above.
 - The written warranty excludes repairs covered by any manufacturer's warranty or recall program, as well as repairs of a covered item required because of cotton, dust, or the purchaser's failure to properly maintain the used motor vehicle in accordance with the manufacturer's recommended maintenance schedule. This limited warranty also excludes damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of the vehicle without proper lubrication or repair, or as a result of any misuse, negligence, or operation of the vehicle by someone other than the dealer.
- What is the dealer's obligation during the term of this limited warranty? The dealer or its agent, upon failure or malfunction of a covered item during the term of this warranty, shall correct the malfunction or defect provided the used motor vehicle is delivered to the dealer at his regular place of business and subject to a deductible amount of \$50 to be paid by the purchaser for each repair of a covered item. If, within the specific warranty period, the dealer or its agent fails to correct a material defect of the used motor vehicle after a reasonable opportunity to repair, the dealer shall repurchase the used motor vehicle and refund to the consumer the full purchase price (excluding all sales taxes, title and registration fees or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the vehicle). A reasonable opportunity to repair is defined as (a) the same material defect has been repaired three or more times by the dealer or his agent within the warranty period but the material defect continues to exist, or (b) the used motor vehicle is out of service by reason of waiting for the dealer to begin or complete repair of the material defect for a cumulative total of 20 or more days during the warranty period.
- Extension of duration of warranty: The duration of this warranty shall be extended by any time period during which the used motor vehicle is waiting for the dealer or its agent to begin or complete repair of a material defect of the used motor vehicle.
- What are the purchaser's obligations? To obtain repairs or replacements under the limited warranty, Purchaser must:
 - Deliver the used motor vehicle to the dealer at his regular place of business;
 - Pay \$50 to the dealer for each repair of a covered item.

I acknowledge that I have read all of the provisions of this limited warranty and fully understand and accept it. I further acknowledge receipt of a copy of this limited warranty.
 Date _____ Purchaser's Signature _____ Dealer's Signature _____

CHAPTER EXPIRATION DATE

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 Appendix B

N.J.A.C. 13:45A-26F App. B

APPENDIX B

Currentness

APPENDIX B

"As Is" Disclosure Form

This form applies only to the sale of a used passenger motor vehicle which is seven or less model years old and has more than 50,000 miles but less than 100,000 miles and which the consumer wishes to buy "As Is" as the result of a price negotiation.
 If a used motor vehicle is sold "As Is," it means a used motor vehicle sold by a dealer to a consumer without any warranty, either express or implied, and with the consumer being responsible for the cost of any repairs to that motor vehicle. This means that it is being sold WITHOUT the following warranty which is available under the Used Car Lemon Law (N.J.S.A. 56:8-67): 30 days or 1,000 miles, whichever comes first.

This is the coverage available under the Used Car Lemon Law which is now being waived (given up) by the purchaser:

Parts of the vehicle which are covered by the limited warranty: Under the law only "Covered Item" which include the following components of a used motor vehicle:

- a. Engine—all internal lubricated parts (timing chains, gears and cover, timing belt pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets and turbo-charger coupling, however, housing, engine block and cylinder heads) a covered item only if damaged by the failure of an internal lubricated part.
- b. Transmission Automatic/Transfer Case—all internal lubricated parts (torque converter, vacuum modulator, transmission mounts, seals and gaskets).
- c. Transmission Manual/Transfer Case—all internal lubricated parts (transmission mounts, seals and gaskets but excluding a manual clutch pressure plate throw-out bearing, clutch master of slave cylinders).
- d. Front Wheel Drive—all internal lubricated parts (axle shafts, constant velocity joints, front hub bearings, seals and gaskets).
- e. Rear Wheel Drive—all internal lubricated parts, propeller shafts, supports and U-joints, axle shaft and bearings, seals and gaskets.

- 2. Dealer's obligation during the term of the limited warranty: The dealer or its agent, upon failure or malfunction of a covered item during the term of this warranty, shall correct the malfunction or defect, provided the used motor vehicle is delivered to the dealer. All repairs must be performed by the selling dealer or its agent at the dealer's regular place of business, and subject to a deductible amount of \$50 to be paid by the purchaser for each repair of a covered item. Within the specific warranty period, the dealer or its agent fails to correct a material defect of the used motor vehicle after a reasonable opportunity to repair, the dealer shall reimburse the vehicle and refund to the purchaser the full purchase price, excluding all sales taxes, title and registration fees or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of the vehicle. "A reasonable opportunity to repair" is defined as: (a) The same material defect has been repaired three or more times by the dealer or his agent within the warranty period, but the material defect continues to exist; or (b) The used motor vehicle is out of service by reason of waiting for the dealer to begin or complete repair of the material defect for a cumulative total of 30 or more days during the warranty period. Purchaser's obligation: To obtain repairs or replacements under the internal warranty, Purchaser must:
 - a. Deliver the used motor vehicle to the dealer at its regular place of business,
 - b. Pay a deductible amount of \$50 to the dealer for each repair of a covered item.

If you buy a car "As Is" you will pay the cost of any and all repairs.

Year _____ Make _____ Model _____
 Vehicle Identification Number _____ Odometer Reading _____
 Date _____ Purchaser's Signature _____ (If Purchaser is Separate from Seller)

CHAPTER EXPIRATION DATE

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Appendix C

N.J.A.C. 13:45A-26F App. C

APPENDIX C

Currentness

APPENDIX C

Waiver of New Jersey Used Motor Vehicle Limited Warranty

I understand that because the following used motor vehicle is seven or less model years old and has an odometer reading which exceeds 50,000 miles, the dealer is required under the Used Car Lemon Law to give me a 30 day or 1,000 mile warranty, whichever comes first. However, after negotiating the price of the vehicle with the selling dealer, I hereby waive (give up) my right to a similar warranty on this vehicle and purchase the vehicle "as is." I understand that because the used motor vehicle is sold "as is" it means that the vehicle is being sold to me by the dealer without any warranty, either expressed or implied, and that I will be solely responsible for the cost of any repairs to it.

By signing this document, I acknowledge that because of the age and mileage of the below described vehicle, I would have been entitled under the law to a 30 day or 1,000 mile (whichever comes first) warranty. However, I have voluntarily waived my right to that warranty on the vehicle because I have negotiated a lower price for it without the warranty.

Year _____ Make _____ Model _____
Vehicle Identification Number _____ Odometer Reading _____

Date Purchaser Signature _____

To Purchaser's Attention: If applicable

CHAPTER EXPIRATION DATE

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Appendix D

N.J.A.C. 13:45A-26F App. D

APPENDIX D

Currentness

APPENDIX D



New Jersey Office of the Attorney General
Division of Consumer Affairs
Used Car Lemon Law Unit
124 Halsey Street, 7th Floor P.O. Box 43039
Newark, NJ 07101
E-mail: lemonlaw@dcia.state.nj.us
Web site: www.NJConsumerAffairs.com



Certification of Administrative Fees

Also known as, doing business as or trading as
with address if different

Dealership's name and address as listed on NJ MVC license

Telephone number _____
License number issued by the New Jersey Motor Vehicle Commission _____
Corporation code: _____

Please note: If there are multiple businesses sharing the same New Jersey Motor Vehicle Commission license number, please submit one certification for each location.

Please provide the following information:

Year _____
Number of Used Cars Sold
January _____ July _____
February _____ August _____
March _____ September _____
April _____ October _____
May _____ November _____
June _____ December _____

Total number of used cars sold for the year: _____

Multiply the number of cars sold by 50 cents = X \$.50

Total amount due = \$ _____

Please make check payable to: N.J. Division of Consumer Affairs

Payment is due by January 15

Certification

I, _____, certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to penalties pursuant to N.J.S.A. 54:8-11.1(a).

Date signed

Note: Please reproduce this form yearly.

Form 2 (8/05)

Credits

Adopted by R.2006 d.141, effective April 17, 2006.

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N.J.A.C. 13:45A-26F App. D, NJ ADC 13:45A-26F App. D

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12. Motor Vehicle Advertising Practices, §§ N.J.A.C. §§ 13:45A-26A.1 to 13:45A-26A.10, prohibits unfair, deceptive, or misleading advertising practices by motor vehicle dealers (new and used) and their salespersons in New Jersey. It implements the CFA specifically for vehicle advertising and sets clear rules to prevent bait-and-switch tactics, false claims, and omissions that could mislead consumers. <https://www.lexisnexis.com/hottopics/njcode>

Key provisions include:

- General ban on false, misleading, or unsubstantiated statements in any medium (print, internet, radio, TV, etc.).
- Specific requirements and prohibitions for price advertising, “free” offers, financing terms, warranties, and vehicle condition claims.
- Mandatory clear and conspicuous disclosures when certain terms are used.
- Rules governing comparative advertising, manufacturer claims, and “demo” or “executive” vehicle representations.

Violations are treated as unlawful practices under the CFA and can result in civil penalties, restitution, and enforcement by the Division of Consumer Affairs.

New Jersey Administrative Code
Title 13. Law and Public Safety
Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Ret's & Annos)
Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.1

13:45A-26A.1 Scope

Currentness

Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the rules contained in this subchapter set forth motor vehicle advertising practices which are prohibited as unlawful under the Consumer Fraud Act; the rules also include mandatory disclosure in advertisements of certain information relating to advertised motor vehicles as well as on-site disclosures relating to advertised motor vehicles.

Credits

Recodified from 13:45A-2.1 by R.1995 d.618, effective December 4, 1995.

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Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.2

13:45A-26A.2 Application

Currentness

(a) These rules shall apply to the following advertisements:

1. Any advertisement, including radio and television broadcasts, uttered, issued, printed, disseminated, published, circulated or distributed within this State concerning motor vehicles offered for sale or lease at locations exclusively within this State; and
2. Any advertisement, including radio and television broadcasts, uttered, issued, printed, disseminated, published, circulated or distributed to any substantial extent within this State concerning motor vehicles offered for sale or lease at locations within this State and outside this State, or at locations exclusively outside the State.

Credits

Recodified from 13:45A-2.2 by R.1995 d.618, effective December 4, 1995.

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N.J.A.C. 13:45A-26A.3

13:45A-26A.3 Definitions

Currentness

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

“Advertised motor vehicle” means any new or used motor vehicle offered for sale or lease and specifically identified by an advertised price. With respect to an advertisement which offers a group of new or used vehicles for sale or lease covering a specified price range (for example, “1995 Metros for sale—\$ 10,000 to 12,999,” or “Lease a new Olds for \$ 298 a month and up.”), the least expensive motor vehicle in that advertised range is considered to be an advertised motor vehicle.

“Advertised price” means the dollar amount required to purchase or lease a motor vehicle, advertised as:

1. The total price; or
2. The monthly payment price; or
3. The deferred payment price; or
4. A specific discount or savings on the manufacturer's suggested retail price.

“Advertisement” means any advertisement as defined by N.J.S.A. 56:8 1(a) of any motor vehicle, including any statement appearing in a newspaper, periodical, pamphlet, circular or other publication, paper, sign, radio or television broadcast, electronic medium or delivered to or through any computer, which offers a motor vehicle for sale or lease at retail.

“Advertiser” means any person as defined by N.J.S.A. 56:8 1(d) who in the ordinary course of business is engaged in the sale, leasing or financing of motor vehicles at retail or who in the course of any 12 month period offers more than three motor vehicles for sale or lease or who is engaged in the brokerage of motor vehicles whether for sale or lease and who causes an advertisement to be made for the retail sale or lease of motor vehicles. An advertising agency and the owner or publisher of a newspaper, magazine, periodical, circular, billboard or radio or television station acting on behalf of an advertiser shall be deemed an advertiser within the meaning of this subchapter, when the agency or owner's or publisher's staff prepares and places an advertisement for publication. The agency, owner, or publisher shall not be liable for a violation of this subchapter when reasonably relying upon data, information or material supplied by the person for whom the advertisement is prepared or placed or when the violation is caused by an act, error or omission beyond the preparer's control, including but not limited to, the post-publication performance of the person on whose behalf such advertisement was placed.

“Broker” means a person who in the course of any 12 month period arranges or offers to arrange the retail sale or lease of more than three motor vehicles from the inventory of other business entities.

“Closed-end lease” means a lease in which the lessee is not responsible for the value of the motor vehicle at the end of the lease term unless there is excessive damage, wear and tear, or mileage.

“Dealer” means any person who in the ordinary course of business is engaged in the sale or leasing of motor vehicles at retail or who in the course of any 12-month period offers more than three motor vehicles for sale or lease at retail.

“Demo” means a motor vehicle used exclusively by a dealer or dealer's employee that has never been titled and to which the new vehicle warranty still applies.

“Dealer-installed option” means optional equipment installed by the dealer at an additional cost.

“Lease” means a contract for the use of a motor vehicle for a period of time exceeding four months whether or not the lessee may become the owner of the motor vehicle at the expiration of the lease.

“Lessee” means a person as defined in the Consumer Fraud Act, N.J.S.A. 56:8-1(d), who leases a motor vehicle from a broker or dealer.

“Open-end lease” means a lease in which the lessee may owe additional amounts that is, a “balloon” payment, depending on the value of the motor vehicle at the end of the lease term.

“Monroney label” is the label required by Section 3 of the Automobile Information Disclosure Act, 15 U.S.C. §§ 1231-1233.

“Motor vehicle” means any vehicle driven otherwise than by muscular power, excepting such vehicles as those which run only upon rails or tracks.

“MSRP” means the manufacturer's suggested retail price.

“Period of publication” means two calendar days prior to the date of first publication of an advertisement and midnight of the third calendar day following the date of final publication; in the case of a special offer, the period of publication shall extend until midnight of the date the special offer ends.

“Person” means a person as defined in the Consumer Fraud Act, N.J.S.A. 56:8-1(d).

“Rebate” means any payment of money by the manufacturer to or on behalf of a consumer who has bought or leased a motor vehicle, whether called “rebate”, “factory rebate”, “cash back”, “money back”, or a term of similar import.

“Sale” means a sale as defined by N.J.S.A. 56:8-1(e) of any motor vehicle.

“Special offer” means any advertisement of a reduction from the usual selling price for an applicable time period, whether called “sale”, “sale days”, “bargain”, “bargain days”, “special offer”, “discount”, “reduction”, “clearance”, “prices slashed”, “special savings”, or a term of similar import.

“Taxes, licensing costs and registration fees” means those usual taxes, charges and fees payable to or collected on behalf of governmental agencies and necessary for the transfer of any interest in a motor vehicle or for the use of a motor vehicle.

“Used motor vehicle” means any motor vehicle with an odometer reading of greater than 1,000 miles, except for a “demo”.

Credits

Recodified from 13:45A-2.3 and amended by R.1995 d.618, effective December 4, 1995. Amended by R.2012 d.016, effective January 17, 2012.

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Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.4

13:45A-26A.4 Bait and switch

Currentness

(a) The following motor vehicle advertising practices constitute "bait and switch" and are prohibited and unlawful:

1. The advertisement of a motor vehicle as part of a plan or scheme not to sell or lease it or not to sell or lease it at the advertised price.

2. Without limiting other means of proof, the following shall be prima facie evidence of a plan or scheme not to sell or lease a motor vehicle as advertised or not to sell or lease it at the advertised price:

i. Refusal to show, display, sell, or lease the advertised motor vehicle in accordance with the terms of the advertisement, unless the vehicle has been actually sold or leased during the period of publication; in that case, the advertiser shall retain records of that sale or lease for 180 days following the date of the transaction, and shall make them available for inspection by the Division of Consumer Affairs.

ii. Accepting a deposit for an advertised motor vehicle, then switching the purchaser to a higher-priced motor vehicle, except when the purchaser has initiated the switch as evidenced by a writing to that effect signed by the purchaser.

iii. The failure to make delivery of an advertised motor vehicle, then switching the purchaser to a higher-priced motor vehicle; except when the purchaser has initiated the switch as evidenced by a writing to that effect signed by the purchaser.

Credits

Recodified from 13:45A-2.4 by R.1995 d.618, effective December 4, 1995.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

Current through amendments included in the New Jersey Register, Volume 58, Issue 1, dated January 5, 2026. Some sections may be more current, see credits for details.

N.J.A.C. 13:45A-26A.4, NJ ADC 13:45A-26A.4

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New Jersey Administrative Code

Title 13. Law and Public Safety

Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.5

13:45A-26A.5 Advertisements; mandatory disclosure requirements in all advertisements for sale

Currentness

(a) In any advertisement in which an advertiser offers a new motor vehicle for sale at an advertised price, the following information must be included:

1. The advertiser's business name and business address;
2. A statement that "price(s) include(s) all costs to be paid by a consumer, except for licensing costs, registration fees, and taxes". If this statement appears as a footnote, it must be set forth in at least 10 point type. For purposes of this subsection, "all costs to be paid by a consumer" means manufacturer-installed options, freight, transportation, shipping, dealer preparation, and any other costs to be borne by a consumer except licensing costs, registration fees, and taxes;
3. The manufacturer's suggested retail price as it appears on the Monroney label, clearly denominated by using the abbreviation "MSRP";
4. The year, make, model, and number of engine cylinders of the advertised motor vehicle;
5. Whether the transmission is automatic or manual; whether the brakes and steering mechanism are power or manual; and whether the vehicle has air conditioning, unless those items are standard equipment on the advertised motor vehicle. This provision shall not apply to advertisements for motorcycles;
6. The last eight digits of the vehicle identification number, preceded by the letters "VIN". This provision shall not apply to radio and television broadcasts, or to advertisements for motorcycles;
7. A list of any dealer installed options on the advertised motor vehicle and the retail price of each, as determined by the dealer.

(b) In any advertisement offering for sale a used motor vehicle at an advertised price, the information described in (a)1, 2, 4, 5 and 6 above must be included, as well as the following additional information:

1. The actual odometer reading as of the date the advertisement is placed for publication; and

2. The nature of prior use unless previously and exclusively owned or leased by individuals for their personal use, when such prior use is known or should have been known by the advertiser.

(c) In any advertisement offering a “demo” for sale, the information listed in (a) above must be included, as well as:

1. Identification as a “demo”; and

2. The actual odometer reading as of the date the advertisement is placed for publication.

(d) It shall be an unlawful practice to fail to include the information required by this section.

Credits

Recodified from 13:45A-2.5 by R.1995 d.618, effective December 4, 1995.

CHAPTER EXPIRATION DATE

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N.J.A.C. 13:45A-26A.5, NJ ADC 13:45A-26A.5

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Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.6

13:45A-26A.6 Advertisements: mandatory disclosure in advertisements for lease of a new or used motor vehicle

Currentness

(a) In any advertisement offering a new or used motor vehicle for lease, at an advertised price, the following information shall be included:

1. That the transaction advertised is a lease;
2. The amount of any payment required at the inception of the lease or that no payment is required if that is the case;
3. The number, amounts, due dates or periods of scheduled payments and the total of such payments under the lease;
4. A toll-free number that may be used by consumers to obtain the information required under (f) below; and
5. The business name and, if an individual dealer, the address of the advertiser.

(b) In all written advertisements the information required in (a) above shall be prominently displayed in at least 10 point type and shall be easy to find, read and understand.

(c) If the advertiser elects to use a full disclosure format in a written advertisement, then the information in (f) below shall be prominently displayed in at least 10 point type and must be easy to find, read and understand.

(d) An advertisement which is not in writing shall clearly and audibly state the information in (a) above at a decibel level equal to the highest decibel level used in the advertisement and at a speed equal to or slower than any other statement contained in the advertisement. In a television broadcast, the information shall be prominently and conspicuously displayed for at least five continuous seconds for each model advertised.

(e) The toll free number required pursuant to (a)4 above shall be operational not later than the date on which the advertisement is broadcast or published. The advertiser shall:

1. Maintain the toll free number for 48 hours after the last day of the advertisement;

2. Ensure that the toll free number is operational from 9:00 A.M. to 9:00 P.M. Monday through Saturday;
3. Provide the information required under (f) below in a clear and audible manner, to any person who calls the toll free number; and
4. If requested, provide the information required under (f) below in written form to be mailed, postage paid, to the consumer's address.

(f) Information provided through the use of a toll free telephone number shall include:

1. The advertiser's business name and address;
2. Identification of the transaction as a lease;
3. Whether or not the advertised price refers solely to a business lease;
4. Whether it is an open-end or closed-end lease;
5. The number, amounts, due dates or periods of scheduled payments and the total of such payments under the lease;
6. All other itemized payments such as security deposits or capitalized cost reduction required at the initiation of the lease;
7. The cost of the lease which shall include the sum of (f)5 and 6 above;
8. The manufacturer's suggested retail price as it appears on the Monroney label; when given in writing to the consumer, clearly denominated by using the abbreviation "MSRP";
9. A statement that "price(s) include(s) all costs to be paid by the consumer, except for licensing, registration and taxes." When given in writing to the consumer, it must be set forth in at least 10 point type;
10. Whether the lessee has the option to purchase the advertised motor vehicle and at what price and time; the method of determining the price may be substituted for disclosure of the price;
11. The amount (including termination charge, if any) or method of determining any liability imposed upon the lessee at the end of the term and a statement that the lessee shall be liable for the difference, if any, between the estimated value of the leased motor vehicle and its realized value at the end of the lease term, if the lessee has such liability;
12. A statement of the items included as standard equipment on the advertised motor vehicle;

13. Whether the transmission is automatic or standard; whether the brakes and steering mechanism are power or manual and whether the vehicle has air conditioning, unless such items are included under (f)12 above. This provision shall not apply to motorcycles;

14. The year, make, model and number of engine cylinders of the advertised vehicle;

15. The last eight digits of the vehicle identification number or "VIN." This provision shall not apply to motorcycles;

16. If the advertised vehicle is a used vehicle, the actual odometer reading at the date of placing the advertisement for publication; and the nature of prior use, unless previously and exclusively owned or leased by individuals for their personal use, when such use is known or should have been known by the advertiser; and

17. If the advertised vehicle is a "demonstration vehicle" or "demo," identification of the vehicle as a "demonstration vehicle" or "demo;" and the actual odometer reading at the date of placing the advertisement for publication.

(g) It shall be an unlawful practice to fail to include the information required by this section.

Credits

Recodified from 13:45A-2.6 by R.1995 d.618, effective December 4, 1995. Amended by R.1996 d.185, effective April 1, 1996.

CHAPTER EXPIRATION DATE

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Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.7

13:45A-26A.7 Unlawful advertising practices

Currentness

(a) In any type of motor vehicle advertising, the following practices shall be unlawful:

1. The use of any type size, location, lighting, illustration, graphic depiction or color so as to obscure or make misleading any material fact;
2. The setting forth of an advertised price which has been calculated by deducting a down payment, trade-in allowance or any deductions other than a manufacturer's rebate and dealer's discount;
3. The setting forth of an advertised price which fails to disclose, adjacent to the advertised price, that it has been calculated by deducting a manufacturer's rebate or dealer's discount;
4. The failure to state all disclaimers, qualifiers, or limitations that in fact limit, condition, or negate a purported unconditional offer (such as a low APR or high trade-in amount), clearly and conspicuously, next to the offer and not in a footnote identified by an asterisk. Such disclosure shall be made verbally in a radio or television advertisement. Identical information pertaining to all motor vehicles in a group of advertised motor vehicles, however, may appear in a footnote, provided the type is no smaller than 10 point;
5. The failure to state the applicable time period of any special offer, in at least 10-point type immediately adjacent to the special offer, unless the special offer is a manufacturer's program;
6. The use of the word "free" when describing equipment or other item(s) to be given to the purchaser or lessee of a motor vehicle, if the "free" item has a value which has increased the advertised price. In using the word "free" in advertising, the advertiser shall comply with the Federal Trade Commission Rule, 16 CFR § 251, and any amendments thereto;
7. The failure to disclose that the motor vehicle had been previously damaged and that substantial repair or body work has been performed on it when such prior repair or body work is known or should have been known by the advertiser; for the purposes of this subsection, "substantial repair or body work" shall mean repair or body work having a retail value of \$1,000 or more;

8. The use of the terms "Public Notice", "Public Sale", "Liquidation", "Liquidation Sale", or terms of similar import, where such sale is not required by court order or by operation of law or by impending cessation of the advertiser's business;

9. The use of terms such as "Authorized Sale", "Authorized Distribution Center", "Factory Outlet", "Factory Authorized Sale", or other term(s) which imply that the advertiser has an exclusive or unique relationship with the manufacturer;

10. The use, directly or indirectly, of a comparison to the dealer's cost, inventory price, factory invoice, floor plan balance, tissue, or terms of similar import; or the claim that the advertised price is "wholesale" or "at no profit";

11. The use of the terms "guaranteed discount", "guaranteed lowest prices" or other term of similar import unless the advertiser clearly and conspicuously discloses the manner in which the guarantee will be performed and any conditions or limitations controlling such performance; this information shall be disclosed adjacent to the claim and not in a footnote;

12. The use of the statement "We will beat your best deal", or similar term or phrase if a consumer must produce a contract that the consumer has signed with another dealer or lessor in order to receive the "better" deal;

13. The use of such terms or phrases as "lowest prices", "lower prices than anyone else" or "our lowest prices of the year", or similar terms or phrases if such claim cannot be substantiated by the advertiser.

Credits

Recodified from 13:45A-2.7 by R.1995 d.618, effective December 4, 1995.

CHAPTER EXPIRATION DATE

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N.J.A.C. 13:45A-26A.7, NJ ADC 13:45A-26A.7

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Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.8

13:45A-26A.8 Certain credit and installment sale advertisements

Currentness

(a) The following information must be stated in any credit and installment sale advertising. It must appear adjacent to the description of the advertised motor vehicle and not in a footnote or headline unless the information is the same for all motor vehicles advertised. If in a footnote, it must be in at least 10-point type. Failure to include this information shall be an unlawful practice.

1. The total cost of the installment sale, which shall include the down payment or trade-in or rebate, if any, plus the total of the scheduled periodic payments;
2. The annual percentage rate;
3. The monthly payment figure and the number of required payments; and
4. The amount of any down payment or trade-in required or a statement that none is required.

(b) The following motor vehicle advertising practices concerning credit and installment sale advertisements shall be unlawful:

1. The advertising of credit, including but not limited to such terms as "easy credit" or "one-day credit", other than that actually provided by the advertiser on a regular basis in the ordinary course of business;
2. The use or statement of an installment payment on any basis other than a monthly basis.

Credits

Recodified from 13:45A-2.8 by R.1995 d.618, effective December 4, 1995.

CHAPTER EXPIRATION DATE

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Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.9

13:45A-26A.9 On-site disclosures

Currentness

(a) The following information relating to an advertised motor vehicle must be provided at the main entrance(s) to the business premises where the motor vehicle is displayed or in proximity to the vehicle or on the vehicle itself:

1. A copy of any printed advertisement that quotes a price for the sale or lease of that vehicle; alternatively, a tag may be attached to the motor vehicle(s) stating the advertised price as well as the other information required in N.J.A.C. 13:45A-26A.5 or 26A.6.
2. A fuel economy label, if required by the Motor Vehicle Information and Cost Savings Act, 15 U.S.C. § 2006; and
3. The Used Car Buyers Guide, if required by the Federal Trade Commission's Used Car Rule, 16 C.F.R. Part 455.2.

(b) A dealer shall not advertise a new motor vehicle which does not have the Monroney label, if required by the Automobile Information Disclosure Act, 15 U.S.C. §§ 1231-1233.

(c) It shall be an unlawful practice to fail to comply with the disclosures required by this section.

Credits

Recodified from 13:45A-2.9 by R.1995 d.618, effective December 4, 1995. Amended by R.2000 d.460, effective November 20, 2000.

CHAPTER EXPIRATION DATE

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Subchapter 26A. Motor Vehicle Advertising Practices

N.J.A.C. 13:45A-26A.10

13:45A-26A.10 Record of transactions

Currentness

(a) An advertiser shall have a motor vehicle advertised for sale on premises and available for sale at the advertised price during the period of publication, or a record of the sale of that vehicle at the advertised price or less during that period. An advertiser shall have a motor vehicle advertised for lease available for lease at the advertised price during the period of publication, or a record of the lease of that vehicle at the advertised price or less during that period. Such record shall consist of all applicable advertisements and a copy of the executed contract with the purchaser or lessee of the vehicle; this documentation shall be maintained for 180 days after the transaction and shall be made available for inspection by the Division of Consumer Affairs.

(b) If the motor vehicle is sold or leased during the period of publication, the advertiser must so notify consumers who inquire by telephone or in person.

(c) It shall be an unlawful practice to fail to comply with the requirements of this section.

Credits

Recodified from 13:45A-2.10 by R.1995 d.618, effective December 4, 1995.

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N.J.A.C. 13:45A-26A.10, NJ ADC 13:45A-26A.10

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13. Automotive Sales Practices, N.J.A.C. §§ 13:45A-26B.1 to 13:45A-26B.4 which addresses pre-delivery service fees and documentary service fees.

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Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 26B. Automotive Sales Practices

N.J.A.C. 13:45A-26B.1

13:45A-26B.1 Definitions

Currentness

The following words and terms, when used in this subchapter, shall have the following meanings unless the context indicates otherwise.

“Automotive dealer” means any person as defined by N.J.S.A. 56:8-1(d) who in the ordinary course of business is engaged in the sale of motor vehicles at retail or who in the course of any 12 month period offers more than 3 motor vehicles for sale, lease, or rental, or who is engaged in the brokerage of motor vehicles whether for sale, lease, or rental;

“Documentary service” means, but is not limited to, the preparation and processing of documents in connection with the transfer of license plates, registration, or title, and the preparation and processing of other documents relating to the sale or lease of a motor vehicle.

“Documentary service fee” means any monies or other thing of value, which an automotive dealer accepts from a consumer in exchange for a documentary service.

“Pre-delivery service” means, but is not limited to, items that are often described or labeled as dealer preparation, vehicle preparation, pre-delivery handling and delivery, or any other service of similar import.

“Pre-delivery service fee” means any monies or other thing of value, which an automotive dealer accepts from a consumer in exchange for the performance of a pre-delivery service upon a motor vehicle.

“Sales document” means the first document which an automotive dealer utilizes to evidence an order for, deposit towards, or contract for the purchase of a motor vehicle by a consumer, and includes but is not limited to, retail orders, sales invoices, sales contracts, retail installment contracts, and other documents of similar import.

Credits

Recodified from 13:45A-6.1 by R.1995 d.618, effective December 4, 1995. Amended by R.2009 d.170, effective May 18, 2009.

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Subchapter 26B. Automotive Sales Practices

N.J.A.C. 13:45A-26B.2

13:45A-26B.2 Pre-delivery service fees

Currentness

(a) In connection with the sale of a motor vehicle, which includes the assessment of a pre-delivery service fee, automotive dealers shall not:

1. Accept, charge, or obtain from a consumer monies, or any other thing of value, in exchange for the performance of any pre-delivery service for which the automotive dealer receives payment, credit, or other value from any person or entity other than a retail purchaser of the motor vehicle; or
2. Accept, charge, or obtain from a consumer monies, or any other thing of value, in exchange for the performance of any pre-delivery service without first itemizing the actual pre-delivery service, which is being performed and setting forth in writing, in at least 10-point type, on the sales document the price for each specific pre-delivery service.

Credits

Recodified from 13:45A-6.2 by R.1995 d.618, effective December 4, 1995. Amended by R.2009 d.170, effective May 18, 2009.

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Subchapter 26B. Automotive Sales Practices

N.J.A.C. 13:45A-26B.3

13:45A-26B.3 Documentary service fee

Currentness

(a) In connection with the sale of a motor vehicle, which includes the assessment of a documentary service fee, automotive dealers shall not:

1. Represent to a consumer that a governmental entity requires the automotive dealer to perform any documentary service; or
2. Accept, charge, or obtain from a consumer monies, or any other thing of value, in exchange for the performance of any documentary service without first itemizing the actual documentary service, which is being performed and setting forth in writing, in at least 10-point type, on the sale document the price for each specific documentary service.

Credits

Adopted by R.2009 d.170, effective May 18, 2009.

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N.J.A.C. 13:45A-26B.3, NJ ADC 13:45A-26B.3

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N.J.A.C. 13:45A-26B.4

13:45A-26B.4 Violations

Currentness

Without limiting the prosecution of any other practices, which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violations of this subchapter shall comprise a violation of the Consumer Fraud Act.

Credits

Adopted by R.2009 d.170, effective May 18, 2009.

CHAPTER EXPIRATION DATE

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N.J.A.C. 13:45A-26B.4, NJ ADC 13:45A-26B.4

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14. The Vehicle Protection Products Warranty Regulations, N.J.A.C. 13:45A-30.1 through 30.9, requires registration and financial safeguards for warrantors of “vehicle protection products” (anti-theft alarms, window etching, body-part marking, steering locks, GPS tracking devices, etc.) that are sold with a written warranty promising to cover incidental costs (rental cars, deductibles, replacement value differences, taxes, etc.) if the product fails to deter theft or aid recovery.

Key requirements include:

- Annual registration with the NJ Division of Consumer Affairs (plus a \$1,000 fee);
- Submission of sample warranties and proof of a “warranty reimbursement insurance policy” issued by a licensed insurer;
- Specific content and disclosure rules for the warranties themselves;
- Exemptions for certain manufacturers/dealers in limited cases.

Violating these rules (or selling products backed by an unregistered warrantor) is an unlawful practice under the NJ Consumer Fraud Act, exposing sellers (including dealers) to penalties, refunds, and enforcement action.)

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Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.1

13:45A-30.1 Purpose and scope

Currentness

(a) The rules in this subchapter implement the provisions of P.L. 2007, c. 166, concerning vehicle protection product warranties, and shall apply to all warrantors issuing warranties covering vehicle protection products sold or offered for sale in the State.

(b) The rules in this subchapter shall apply only to vehicle protection products purchased by a consumer on or after June 15, 2009. Vehicle protection products purchased by a consumer before this date and subsequently transferred to another consumer on or after this date shall not be subject to the provisions of this subchapter.

Credits

Adopted by R.2009 d.192, effective June 15, 2009.

CHAPTER EXPIRATION DATE

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Title 13. Law and Public Safety

Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.2

13:45A-30.2 Definitions

Currentness

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context indicates otherwise.

“Administrator” means a third party, other than the warrantor, who is designated by the warrantor to be responsible for the administration of vehicle protection product warranties.

“Director” means the Director of the Division of Consumer Affairs in the Department of Law and Public Safety.

“Division” means the Division of Consumer Affairs in the Department of Law and Public Safety.

“Incidental costs” means losses and expenses that are specified in the vehicle protection product warranty and are incurred by the warranty holder relating to the failure of the vehicle protection product to perform as provided in the warranty. Incidental costs may include, but are not limited to, insurance policy deductibles, rental vehicle charges, the difference between the actual value of the stolen vehicle at the time of theft and the cost of a replacement vehicle, sales taxes, registration fees, transaction fees and mechanical inspection fees.

“Vehicle protection product” means a vehicle protection device, system or service that:

1. Is installed on or applied to a vehicle;
2. Is designed to prevent loss or damage to a vehicle from a specific cause or to facilitate the recovery of the vehicle after it has been stolen; and
3. Includes a written warranty by a warrantor that if the vehicle protection product fails to prevent loss or damage to the vehicle from a specific cause or to facilitate the recovery of the vehicle after it has been stolen, the warranty holder shall be paid specified incidental costs by the warrantor as a result of the failure of the vehicle protection product to perform pursuant to the terms of the warranty.

The term includes, but is not limited to, alarm systems, body part marking products, steering locks, window etch products, pedal and ignition locks, fuel and ignition kill switches and electronic, radio and satellite tracking devices. The term does not include a vehicle protection device, system or service that is installed on or applied to a vehicle by the vehicle manufacturer at the vehicle assembly facility.

“Vehicle protection product warrantor” or “warrantor” means a person who is contractually obligated to the warranty holder under the terms of the vehicle protection product warranty. Warrantor does not include a licensed insurer.

“Vehicle protection product warranty” or “warranty” means an agreement that is limited to indemnifying the warranty holder for incidental costs, which may be reimbursed under the provisions of the agreement in either a fixed amount specified in the agreement or by the use of a formula itemizing specific incidental costs incurred by the warranty holder. A “vehicle protection product warranty” is not a contract for insurance.

“Warranty holder” means a person who has purchased a vehicle protection product and has entered into a contractual agreement with a vehicle protection product warrantor that obligates the warrantor to perform under the terms of the vehicle protection product warranty.

“Warranty reimbursement insurance policy” means a policy of insurance issued to a vehicle protection product warrantor to provide reimbursement to the warrantor for payments made under the terms of the insured warrantor's vehicle protection product warranty, and to pay on behalf of the warrantor, in the event of the warrantor's nonperformance, all covered obligations incurred by the warrantor under the terms of the warrantor's vehicle protection product warranty.

Credits

Adopted by R.2009 d.192, effective June 15, 2009.

CHAPTER EXPIRATION DATE

<Chapter 45A, Administrative Rules of the Division of Consumer Affairs, expires on October 23, 2032.>

Current through amendments included in the New Jersey Register, Volume 58, Issue 1, dated January 5, 2026. Some sections may be more current, see credits for details.

N.J.A.C. 13:45A-30.2, NJ ADC 13:45A-30.2

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New Jersey Administrative Code

Title 13. Law and Public Safety

Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.3

13:45A-30.3 Registration and renewal requirements

Currentness

(a) No person shall operate as, or represent or advertise to the public, that the person is a warrantor of vehicle protection products sold or offered for sale in this State unless the person is registered with the Division of Consumer Affairs pursuant to the rules in this subchapter.

(b) An applicant for registration as a warrantor of vehicle protection products shall submit the following to the Division:

1. A completed application for registration, which shall contain:

i. The warrantor's name and any assumed name under which the warrantor does business in the State;

ii. The warrantor's principal office street address and telephone number;

iii. The name, address and telephone number of all administrators designated by the warrantor to be responsible for the administration of vehicle protection product warranties in this State;

iv. The name, address and telephone number of the insurance company providing the warranty reimbursement insurance policy coverage;

v. A certification by the applicant for registration that the applicant is covered by a warranty reimbursement insurance policy issued by a licensed insurer in accordance with N.J.S.A. 17:17-1 that has filed a complete rating system of rates, rules and forms in accordance with N.J.S.A. 17:29A-7 with the Department of Banking and Insurance at least 30 days prior to the date of application and that the insurer has not been notified by the Department of Banking and Insurance that the filing was disapproved, and that the warranty reimbursement insurance policy meets the requirements of N.J.A.C. 13:45A-30.5; and

vi. The name and address of a designated agent in the State for service of process;

2. A copy of the applicant's warranty reimbursement insurance policy, which shall comply with the requirements of N.J.A.C. 13:45A-30.5;

3. A copy of the form of warranties issued by the warrantor for sale in this State, which shall comply with the requirements of N.J.A.C. 13:45A-30.4; and

4. A registration fee, as set forth at N.J.A.C. 13:45A-30.9.

(c) A registration issued under this section shall be renewed annually. Applicants for registration renewal shall submit a renewal application containing the information specified in (b) above and the renewal fee set forth at N.J.A.C. 13:45A-30.9.

(d) Falsification of any information on the registration or renewal application may result in the denial of registration or the suspension or revocation of registration and the assessment of penalties pursuant to the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.

(e) A registrant shall notify the Division within 30 days of any changes in the information originally submitted as part of the application for registration. An applicant shall file with the Division revised copies of the registrant's form of warranties or warranty reimbursement insurance policy within 30 days of any changes to the documents.

(f) The information submitted as part of the registration and renewal applications shall be made available to the public.

Credits

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Title 13. Law and Public Safety

Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.4

13:45A-30.4 Vehicle protection product warranty requirements

Currentness

(a) A vehicle protection product warranty sold or offered for sale in this State shall:

1. Identify the warrantor, the seller, the warranty holder and the terms of the sale;
2. Conspicuously and in plain language, as defined in N.J.S.A. 56:12-1 et seq., state in writing:
 - i. The obligations of the warrantor to the warranty holder, including the incidental costs, which may be reimbursed under the provisions of the agreement in either a fixed amount specified in the agreement or by the use of a formula itemizing specific incidental costs incurred by the warranty holder, any limitations under the warranty, and state that those obligations are guaranteed under a warranty reimbursement insurance policy;
 - ii. The process that shall be followed by the warranty holder in order to make a claim under the warranty, including what evidence will be required to establish proof of loss under the warranty and the name, address and telephone number of the warranty administrator, if applicable;
 - iii. That if the payment due under the terms of the warranty is not provided by the warrantor within 60 days after proof of loss has been filed pursuant to the terms of the warranty by the warranty holder, the warranty holder may file directly with the warranty reimbursement insurance company for reimbursement;
 - iv. The name and address of the company issuing the warranty reimbursement insurance policy and, if different, the complete address at which a claim may be filed;
 - v. The process that shall be followed by the warranty holder in order to make a claim under the reimbursement insurance policy;
 - vi. That questions about the warranty may be directed to the Division, and shall include the Division address, phone number and website as 124 Halsey Street, Newark, New Jersey 07101, (973) 504-6200, www.njconsumeraffairs.gov; and

vii. That questions about the warranty reimbursement insurance policy may be directed to the Department of Banking and Insurance, and shall include the Department's address, phone number and website as 20 West State Street, PO Box 325, Trenton, NJ 08625, (800) 446-7467, www.state.nj.us/dobi/index.html.

(b) A warranty that meets the requirements set forth in this subchapter shall not constitute insurance. Such warranty shall contain a written disclosure that reads substantially as follows: "THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS." The disclosure statement shall be in 10-point bold face type.

(c) The warrantor or seller of vehicle protection products shall ensure that a written copy of the warranty is made available to consumers prior to purchase, at the point of sale.

Credits

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Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.5

13:45A-30.5 Warranty reimbursement insurance policy requirements for registration of warrantors

Currentness

(a) A vehicle protection product warranty reimbursement insurance policy filed by a warrantor pursuant to N.J.A.C. 13:45A-30.3(b)2 shall meet the following requirements:

1. The vehicle protection product warranty reimbursement insurance policy shall be submitted to the Department of Banking and Insurance at least 30 days prior to becoming effective in accordance with N.J.S.A. 17:29AA-6;
2. The vehicle protection product warranty reimbursement insurance policy shall be on an occurrence basis;
3. The vehicle protection product warranty reimbursement insurance policy form shall specify that coverage is being provided for the Vehicle Protection Warranty Insurance Reimbursement Program;
4. The vehicle protection product warranty reimbursement insurance policy shall provide reimbursement for or pay on behalf of the warrantor all incidental costs as specified in N.J.S.A. 17:18-19 or provide the service that the warrantor is legally obligated to perform in accordance with the warrantor's contractual obligations under the warranty, as specified in N.J.S.A. 17:18-22;
5. The vehicle protection product warranty reimbursement insurance policy form shall specify that reimbursement or service required by the warranty shall be paid by the insurer directly to the warranty holder if payment is not made by the warrantor within 60 days after proof of loss has been filed;
6. A copy of the vehicle protection product warranty shall be provided with the filing submission to the Department of Banking and Insurance;
7. Cancellation and non-renewal provisions of the policy shall comply with N.J.A.C. 11:1-20; and
8. Any revisions to the vehicle protection product warranty reimbursement insurance policy shall be filed with the Department of Banking and Insurance in accordance with N.J.S.A. 17:29AA-5 and 6.

(b) Upon receipt of a notice of cancellation or non-renewal of the vehicle protection product warranty reimbursement insurance policy, the warrantor shall immediately send the Director a copy of such notice.

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Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Annos)

Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.6

13:45A-30.6 Registration exemptions

Currentness

An administrator or person who sells or solicits a sale of a vehicle protection product, but who is not a warrantor, shall not be required to register as a warrantor under this subchapter in order to act as an administrator of vehicle protection product warranties or to sell vehicle protection products. Consistent with N.J.A.C. 13:45A-30.4(c), however, the seller of vehicle protection products shall ensure that a written copy of the warranty is made available to consumers prior to purchase, at the point of sale.

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Title 13. Law and Public Safety

Chapter 45A. Administrative Rules of the Division of Consumer Affairs (Refs & Amos)

Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.7

13:45A-30.7 Unlawful practices

Currentness

(a) It shall be an unlawful practice for a person to sell, or offer for sale, a vehicle protection product in this State with a warranty issued by a warrantor that is not registered with the Division pursuant to this subchapter.

(b) It shall be an unlawful practice for a person who is not registered pursuant to this subchapter to offer or issue a vehicle protection product warranty in this State.

(c) It shall be an unlawful practice for a warrantor or seller of vehicle protection products to require a retail purchaser of a motor vehicle to purchase a vehicle protection product that is not installed on the motor vehicle at the time of sale as a condition of sale or financing.

Credits

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Subchapter 30. Vehicle Protection Product Warranties

N.J.A.C. 13:45A-30.8

13:45A-30.8 Violations

Currentness

Any violations of the rules in this subchapter shall be deemed a violation of the Consumer Fraud Act and may subject a person to the assessment of penalties pursuant to N J S A. 56:8-1 et seq.

Credits

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N.J.A.C. 13:45A-30.9

13:45A-30.9 Fees

Currentness

(a) The Division shall charge the following non-refundable vehicle protection product warrantor registration fees:

- | | |
|----------------------------------|----------|
| 1. Initial registration fee..... | \$1,000. |
| 2. Renewal registration fee..... | \$1,000. |

Credits

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Closing Notes

Dealers should maintain this manual as a living document, update it as laws change, and use it to create internal checklists for sales, advertising, warranties, leasing, record-keeping, and licensing compliance.

Thank you for operating responsibly and compliantly in New Jersey. Questions about tenancy-related facility issues should be directed to ADMS management. All legal compliance questions must be addressed to your own counsel.