

You Know What I Meant
By Gil Van Over
Strategic Dealer
September 2006

You must promise not to make fun of me or else stop reading right now!

My wife (yea, I will blame her) was watching the *Brady Bunch* marathon on TV Land the other weekend. Come on, admit it, you TIVO'd it too.

Anyway, while I was working hard on the laptop, the episode where Greg was grounded was whirling away in the background. It seems Greg had been caught not paying attention while he was driving. Even though this was an episode from the tail end of the series, the Astro-turf backyard was still very green and neat.

Mr. Brady told Greg that he was “not to drive the car for a week” as punishment.

Well, it turns out Greg promised his girl Rachel he would take her to a rock concert and hadn't purchased the tickets yet. And the radio blares that the tickets are going quickly. Greg is aghast. How can he get to the stadium to purchase the tickets if he can't drive the car.

Youthful imagination, driven by youthful hormones, take over. Greg starts calling all his friends for a ride. Some friends. No one will take him.

Finally, Greg finds a friend, who although he can't take him because he is sick, is willing to lend Greg the keys to his car. Off Greg goes. Rachel and rock concert, after all.

Of course, Mr. and Mrs. Brady find out and call Greg on it.

Greg's defense? “You told me that I couldn't drive the car, I didn't know that meant I couldn't drive anyone else's car.”

Mr. Brady goes ballistic. “You know what I meant!” he retorts. To which Greg calmly replies, “That's not what you said.”

Of course, the episode deteriorates into a lesson well learned that sometimes you don't want to have to live to a standard of exactness.

Unfortunately, car dealers have to live to a standard of exactness when it comes to Truth in Lending disclosures. “You know what I meant” does not appear to be an adequate defense to a lawsuit alleging technical Truth in Lending violations.

Some common technical TILA violations can include:

- Omitting the name of the service contract or other aftermarket provider

- Not properly labeling products, Gap as Gap for example
- Failing to disclose that the dealer may be retaining a portion of the premium
- Mistakenly disclosing a product as a different product, i.e. Dent as Etch

You may say, “Ha! How is the consumer harmed?” And you would be right. The consumer is not harmed, but you still have not complied with the letter of TILA.

And saying “You know what I meant” is not good enough.

© 2006 by gvo3 Consulting, LLC. All rights reserved.