which it will purchase the contract.[7] The original creditor incorporated the wholesale buy rate in the rate offered to the consumer, establishing a causal connection between the consumer report and the ultimate rate offered to the consumer.[8] The original creditor has therefore "used" the consumer report.[9]

Guarantors and Co-Signers

In some cases, a creditor may use the credit score of a guarantor, co-signer, surety, or endorser, but not a credit score of the consumer to whom it extends credit or whose extension of credit is under review. Proposed §§ ___.73(a)(1)(ix) and ___.73(a)(2)(ix) required a person to disclose a credit score and information relating to a credit score only when using the credit score of the consumer to whom it grants, extends, or otherwise provides credit or whose extension of credit is under review. As discussed in the January 2010 Final Rule, a person is not required to provide a risk-based pricing notice to a guarantor, co-signer, surety, or endorser.[10] A person may be required, however, to provide a risk-based pricing notice *to the consumer* to whom it grants, extends, or otherwise provides credit, even if the person only uses the consumer report or credit score of the guarantor, co-signer, surety, or endorser.

Some industry commenters and consumer advocates supported the proposed rules governing guarantors and co-signers. The Agencies continue to believe that the credit score of one consumer, such as a guarantor, co-signer, surety, or endorser, should not be disclosed to a different consumer entitled to receive a risk-based pricing notice. Therefore, when a person uses a credit score only of a guarantor, co-signer, surety, or endorser to set the terms of credit for the consumer to whom it extends credit or whose extension of credit is under review, a person shall not include a credit score in the general risk-based pricing notice or account review notice provided to the consumer.

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[7] Indeed, it is unity of interest in the same credit transaction between the original creditor/automobile dealer and the underlying finance source that provides the permissible purpose pursuant to which the finance sources may obtain the consumer's report.

[8] The Commission notes that the statute employs the word "obtain" when addressing physical possession, lending further support that "use" must be a broader concept. *See* section 604(f) (providing that "[a] person shall not *use or obtain* a consumer report for any purpose unless… the consumer report is *obtained* for a purpose for which the consumer report is authorized to be furnished [under the FCRA]"; section 604(b)(1)(a) (a consumer reporting agency cannot provide a consumer report for employment purposes unless the person who *"obtains"* the report provides a certification to the consumer reporting agency that, among other things, it will not be *"used"* in violation of state or federal law).

[9] The risk-based pricing rules require the "original creditor" to provide consumers with the necessary notices. If the automobile dealer, the original creditor in the situation described above, was not required to provide the risk-based pricing notice, consumers purchasing automobiles in three-party financing transactions would never receive a risk-based pricing notice or, in the alternative, a credit score disclosure exception notice. Further, if the responsibility for providing the risk-based pricing notice was to be shifted to the underlying finance sources in these types of transactions, consumers could receive multiple risk-based pricing notices per transaction from unfamiliar entities, a result which would not be beneficial to consumers. *See* 75 FR at 2730 ("a consumer would not benefit from receiving more than one risk-based pricing notice in connection with a single extension of credit and requiring multiple notices would increase compliance burdens and costs").

[10] *See* 75 FR at 2731 (Jan. 15, 2010).