

THE MAGNUSON-MOSS ACT

Protecting tweekers, tuners, and other users of aftermarket equipment.

US Code - Title 15, Chapter 50, Sections 2301-2312

FANNING FEARS

You want to upgrade your vehicle with aftermarket equipment, but you're worried about putting the vehicle's warranty at risk. It's no wonder. How many times have you heard someone of a dealership say that installing aftermarket equipment automatically voids the warranty? This common misconception has been repeated often enough to be widely believed – though it is completely false.

Fact: Dealers don't like warranty work, because it pays less than normal repair work. By promoting the myth that aftermarket equipment automatically voids warranties, some dealers avoid such low-paying work. Instead, they attempt to charge customers the prime service rate for work which is rightfully done under warranty.

THE TRUTH

Most vehicle owners are not aware they are protected by federal law: the **Magnuson-Moss Warranty – Federal Trade Commission Improvement Act of 1975**. Under the Magnuson-Moss Act, aftermarket equipment which improves performance does not void a vehicle manufacturer's original warranty, unless the warranty clearly and conspicuously states that aftermarket equipment voids the warranty. Most states have warranty statutes, as well. Which provide further protections for vehicle owners.

In other words, that means a dealer can't wiggle out of his legal warranty obligation merely because you install aftermarket equipment. To find out if any aftermarket equipment automatically voids your vehicle's warranty, check the owner's manual. It is likely the language you are looking for appears under a heading such as "What Is Not Covered" Although the language seems negative, remember your vehicle manufacturer is simply saying he does not cover the aftermarket products themselves. He is *not* saying that the products would void the vehicle warranty.

VEHICLE DEALERS OBLIGATIONS

Suppose your modified vehicle needs repairs while still under warranty. Without analyzing the true cause of the problem, the dealer attempts to deny warranty coverage. He made his decision simply based on the fact that you've installed aftermarket equipment – a convenient way to dodge low-paying warranty work.

An example of how ridiculous this can get is the man who was denied warranty coverage by a dealer on his power door locks, because he had improved his exhaust system! Sounds nuts? It really happened – because that man did not know his rights and challenge the dealer's decision.

Fact: A dealer must prove – not just say – that aftermarket equipment caused the need for repairs before he can deny warranty coverage on that basis.

YOUR RIGHTS

Point out to the dealer the provision of the Magnuson-Moss Act- Require that he explain to you how the aftermarket equipment caused the problem. If he can't – or his explanation sounds questionable – it is your legal right to demand he comply with the warranty.

Fact: If you are still being unfairly denied warranty coverage, there is recourse. The Federal Trade Commission, which administers the Magnuson-Moss Act, monitors compliance with warranty issues. Direct complaints to the FTC at **(202) 326-3128**.

FEDERAL LAW

'In order to improve the adequacy of information available to consumers, prevent deception, and improve competition in the marketing of consumer products, any warrantor warranting a consumer product to a consumer by means of a written warranty shall . . . fully and conspicuously disclose in simple and readily understood language the terms and conditions of such warranty. Such rules . . . require inclusion in the written warranty of any . . . exceptions and exclusions from the terms of the warranty.' – Magnuson-Moss Warranty & Federal Trade Commission improvement Act, Section 2302(a)