

# Warranties and the Magnuson-Moss Act

You have a customer who's interested in AMSOIL motor oil, but he's concerned that using a synthetic oil or extending his oil drain interval will void his warranty.

Your customer has no need for concern. Congress in 1975 enacted the federal Magnuson-Moss Act to regulate written consumer product warranties. An examination of the law reveals warranties remain intact when AMSOIL Synthetic Lubricants are used.

The law was meant to give consumers detailed information about warranty coverage before they buy.

Congress charged the Federal Trade Commission with creation of the specifics of the law.

The FTC set down three rules under the Act: the Disclosure Rule, the Pre-Sale Availability Rule and the Dispute Resolution Rule.

Those rules require warrantors to title their written warranty as either "full" or "limited," provide a single, clear and easy-to-read document that spells out certain information about coverage and ensure that warranties are available where the products are sold so that consumers can read them before buying.

In passing the Act, Congress meant to give consumers access to warranty information, let consumers comparison shop for warranties, encourage warranty competition and promote timely and complete performance of warranty obligations.

While the Magnuson-Moss Act does not require manufacturers to provide a written warranty, it provides specific rules when one is provided.

Among those provisions, FTC regulations state: "(c) No warrantor of a consumer product may condition his written or implied warranty of such product on the consumer's using, in connection with such product, any article or service (**other than article or service provided without charge under the terms of the warranty**) which is identified by brand, trade, or corporate name; except that the prohibition of this subsection may be waived by the Commission if – (1) the warrantor satisfies the Commission that the warranted product will function properly only if the article or service so identified is used in connection with the warranted product, and (2) the Commission finds that such a waiver is in the public interest." (42 U.S.C. 2302(C))

That means your warranty stands when you use AMSOIL Synthetic Lubricants.

Vehicle manufacturers recommend lubricants according to their viscosity grade and service classification. Any oil, whether it's conventional petroleum motor oil or synthetic, meeting the correct viscosity

grade, 5W-30 for example, and the current API SL and ILSAC GF-3 North American service classifications may be used without affecting warranty coverage. AMSOIL motor oils are recommended for use in applications requiring these specifications. For more information on API licensing, go to "Ask AMSOIL" in the Dealer Zone at [www.amsoil.com](http://www.amsoil.com).

Furthermore, the practice of extending oil drain intervals does not void warranties. Original equipment manufacturers pay or deny warranty claims based on the findings of failure analysis. To affect the vehicle warranty, the lubricant must be directly responsible for the failure. If the oil didn't cause the problem the warranty cannot be voided, regardless of brand or length of time in use.

Synthetic motor oil was introduced to the automotive public in 1972 by AMSOIL, INC., with the world's first API rated synthetic motor oil – specially formulated for long service and superior performance and protection to that of conventional oils.

Nearly 30 years ago, AMSOIL synthetics represented a vision of the future and technology ahead of their time. Since then, every major engine oil manufacturer has introduced synthetic oils of their own.

To be sure, many original equipment manufacturers would like you to believe you can only use their products. However, it's a violation of the consumer protections set forth in the Magnuson-Moss Act, unless they're willing to provide you those products free of charge.

AMSOIL offers a warranty that covers the cost of repair or replacement of a proven mechanically sound engine damaged as a result of using AMSOIL synthetic motor oil. However, it has never happened. Thirty years of experience proves AMSOIL can be installed in any vehicle with complete confidence.

AMSOIL further backs its products with action when a Dealer or customer reports being told their warranty is voided if they use synthetics.

If you have heard from any member of a business that the use of AMSOIL Motor Oil or the practice of extending drain intervals will void warranties, send AMSOIL all the details including the name of the business, business owner or manager and the individual making the claims, in a signed and dated letter. Send the letter to the Technical Services Department at corporate headquarters and an AMSOIL representative will send them a letter explaining the facts.

Access to the complete Magnuson-Moss Act is available on the Internet by key words "Magnuson-Moss Act" or "Federal Trade Commission."

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United States Code, Title 15,  
Chapter 50, Section 2302 (c)