

Regarding Original Equipment (OEM) Warrantees

An issue commonly arises when people desire to upgrade their vehicles with aftermarket equipment, but are understandably concerned about putting the vehicle's original warrantee at risk. It's quite possible that they've even heard someone at a dealership state that **"installing aftermarket equipment automatically voids their warrantee"**. This common misconception has been repeated often enough that it may be widely believed, but it is completely false.

Many vehicle owners may not be aware that they are protected by Federal law under the Magnuson-Moss, Federal Trade Commission Improvement Act of 1975. Under the Magnuson-Moss Act, aftermarket equipment that improves performance does not void a vehicle manufacturer's original warrantee, unless the warrantee clearly states that use of the particular aftermarket equipment will indeed void the warranty.

EXCERPTS FROM THE 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, Federal Trade Commission Improvement Act, Section 2302(a).

Among the provisions, FTC regulations also state in Section 2302(c) that, "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 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."

The intent is to protect you the consumer from the potential situation where a dealer might attempt to avoid his legal warrantee obligation merely because you install aftermarket equipment. To find out if any specific aftermarket equipment automatically voids your vehicle's warrantee, check your owner's manual under a heading such as "What Is Not Covered". Although the language may seem negative, remember your vehicle manufacturer is simply stating that he does not cover the aftermarket products themselves. He is not saying that use of the products would void the vehicle warrantee.

The bottom-line is that a dealer must prove, not just contend, that the aftermarket equipment caused the need for repairs, before he could try to deny warrantee coverage on that basis. If you are ever unfairly denied warrantee coverage, there is recourse for you. The Federal Trade Commission, which administers the Magnuson-Moss Act, monitors compliance with all warrantee issues. Direct your complaints to the FTC. Access to the FTC and the complete Magnuson-Moss Act is available on the Internet with the search words "Magnuson-Moss Act" or "Federal Trade Commission".

Vehicle Warranties and Your Rights

Want to install aftermarket improvements? What you should know about vehicle warranties: .

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 exclusion from the terms of the warranty." - Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, Section 2303(a)

CHRYSLER, DODGE MOTOR DIVISION

"Certain changes that you might make to your truck do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are: installing non-Chrysler parts, components, or equipment" - 1997 Warranty Information supplement to Dodge Owner's Manual

FORD MOTOR COMPANY

Installation of a non-genuine Ford item . . . does not, in and of itself, render our warranty void." - Ford Owner Relations Division

GENERAL MOTORS CORPORATION

" If a Chevrolet part fails due to a defect in material or workmanship not related to (an aftermarket product) or the labor to install it, Chevrolet would be responsible for covering the failed part." - Chevrolet Customer Assistance Center

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 at a dealership say that installing aftermarket equipment automatically voids the warranty? This common misconception has been repeated often enough to be widely believed - even 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 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 statutes, as well, which provide further protection for vehicle owners.

In other words, that means a dealer can't wiggle out of his legal warranty obligation merely because you installed 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 will void the vehicle warranty.

VEHICLE DEALER'S 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 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 the warranty law. Direct complaints to the FTC at (202)326-3128.

The bottom line: You have the right to improve your vehicle.

Federal Warranty Laws

1. The Magnuson-Moss Warranty Act (15 U.S.C. 2302(C))

This federal law regulates warranties for the protection of consumers. The essence of this law concerning aftermarket auto parts is that a vehicle manufacturer may not condition a written or implied warranty on the consumers using parts or services which are identified by brand, trade, or corporate name (such as the vehicle makers brand) unless the parts or service are provided free of charge. The law means that the use of an aftermarket part alone is not cause for denying the warranty. However, the law's protection does not extend to aftermarket parts in situations where such parts actually caused the damage being claimed under the warranty. Further, consumers are advised to be aware of any specific terms or conditions stated in the warranty which may result in its being voided. The law states in relevant part:

“No warrantor of a consumer product may condition his written or implied warranty of such product on the consumers 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...” (15 U.S.C. 2302(C)).

2. Clean Air Act Warranty Provisions (42 U.S.C. S 7541 (C) (3) (B))

The federal Clean Air Act requires vehicle makers to provide two emissions-related warranties -- a production warranty and a performance warranty. The production warranty requires the vehicle maker to warrant that the vehicle is designed, built and equipped so that it conforms with emissions requirements at the time of sale. The performance warranty requires the vehicle maker to warrant that the vehicle will comply with applicable emissions requirements as tested under state vehicle emissions inspection programs for the warranty periods specified in the law (for model year 1995 and later vehicles, the warranty is 2 years/24,000 miles for all emissions-related parts and 8 years/80,000 miles for the catalytic converter, electronic emissions control unit and on-board diagnostic device). The performance warranty is conditioned on the vehicle being properly maintained and operated.

Like the Magnuson-Moss Act, vehicle manufacturers may not refuse warranty repairs under the Clean Air Acts performance and defect warranties merely because aftermarket parts have been installed on the vehicle. The only circumstance under which the vehicle manufacturer can void the emissions warranties is if an aftermarket part is responsible for (causes) the warranty claim.