



AMSOIL, Warranties and the Magnuson-Moss Act

“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;”

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

You are interested in using AMSOIL motor oil, but you are concerned that using a synthetic oil or extending your oil drain interval will void your warranty.

You have 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
- 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
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 SN and ILSAC GF-5 North American service classifications may be used without affecting warranty coverage. **AMSOIL** motor oils are recommended for use in applications requiring these specifications.

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 40 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. Forty 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."

SLS Note: (5/17/2011) A quick search of the Web using the "Google" Search engine and the entry "Magnuson-Moss Act" produced approximately 140,000 hits. As you can see, there is a lot of information out there. If you ever encounter a warranty related problem while using AMSOIL products, please contact us at ceo@slsassoc.com or AMSOIL directly at www.amsoil.com . The quality of AMSOIL products far exceeds any manufacturers requirements and the manufacturers know it. To have someone say they won't honor a warranty because of AMSOIL use usually indicates that the person making that statement doesn't know what he is talking about.

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WARRANTIES AND AMSOIL

The three major U.S automakers General Motors, Ford and Chrysler, warrant their vehicles to remain free of defect in manufacture or workmanship for a period specified according to mileage or time. Whether an automaker will honor a warranty claim depends on the vehicle owner providing proper maintenance for the vehicle. Proper maintenance includes installing appropriate oil and filters in a timely fashion

None of the U.S. automakers denies warranty solely on the basis of using synthetic motor oil and none will specify by brand name the oil to be used in their vehicles. All stress that any oil meeting the API performance classification and the SAE viscosity grade specified in the owner's manual is acceptable. Of course, Chevrolet factory fills the Corvette LT-1 and LR1 engines with synthetic motor oil and specifies oil used for service fills meet GM-4718M, which limits the oils for service fills to synthetics, such as AMSOIL Synthetic 5W-30

"Installation or the use of special materials does not in and of itself, void the New Vehicle Limited Warranties."

Service and Parts Operations, Chrysler Corporation

The other GM divisions, Ford and Chrysler neither recommend nor discourage the use of synthetic motor oils, although a technical representative of Oldsmobile did allow that synthetics do offer performance advantages.

"If engine damage otherwise covered by warranty was found to be unrelated to the engine lubricant, then the consumer's practice with regard to oil change intervals would not be a relevant consideration, and the warranty claim would be honored."

Fuels and Lubricants Division, General Motors Research Laboratories

None of the automakers may void warranties based solely on an owner's practice of extending oil drain intervals. Dealership personnel and district managers may be unaware of the serviceability of synthetic oils over an extended period. But they may not summarily dismiss a warranty claim based on the owner's practice of changing oil at extended intervals. To do so does not disprove a defect in manufacture nor workmanship as the immediate cause of failure. Vehicle owners may appeal to a factory representative if the dealership and district manager do not satisfactorily settle the warranty claim. Factory representatives appreciate the value of used oil analysis and do consider preventive maintenance oil analysis reports in their evaluations of warranty claims. Their findings pull more weight than do those of dealerships or district managers.

Indeed, post-failure oil analysis is critically important to the disposition of a warranty claim - critically important for the dealership and manufacturer, according to AMSOIL Technical Services Manager Jay Fields

If used engine oil is discarded without an independent analysis, the dealership and the vehicle manufacturer lose their evidence to support a claim that the oil and not a mechanical problem caused the failure.

For example, sludge may be formed through several avenues, not all related to the oil's performance per se. According to Bill O'Connor, AMSOIL Technical Services, anti-freeze contamination or nitration due to poor electronic sensor performance may cause sludging. Both may be directly due to a defect in vehicle manufacture or workmanship. but clearly neither may be blamed on the oil itself.

"The New Vehicle Warranty would not be void simply because an owner failed to use proper engine oils or did not perform maintenance at the prescribed intervals. Warranty applicability is contingent upon the cause of failure."

Service Policies and Procedures Department, General Motors Corporation

Vehicle manufacturers base their owner's manual maintenance recommendations on their own research. Presently, they have no incentive to engage in research on long oil drain intervals. And their perception that long drains leads to sludging, based on their experience with petroleum oils, leads them away from endorsing long drains, for fear of inviting warranty claims. But AMSOIL offers a superior product—one capable of extended service—which the company is committed to backing. AMSOIL is also committed to its long-held environmental philosophy, and most importantly, to protecting the interests of its customers. Therefore, AMSOIL INC. offers its customers a warranty.

"AMSOIL INC. warrants that the use of its lubricants will not cause mechanical damage to any mechanically sound equipment when AMSOIL INC. products are used in full compliance with the company's recommendations and instructions."

AMSOIL products are formulated to surpass engine test specifications, offering protection that outstrips that of other oils and literally "goes the distance" for extended drain intervals. AMSOIL synthetic motor oils have never caused an engine failure. AMSOIL stands alone in offering a warranty. Furthermore, most synthetic oil manufacturers make no claim to extended drain intervals, deferring to the maintenance schedule provided by the vehicle manufacturer. AMSOIL puts its money where its mouth is on the quality of its oil, even over the course of extended drain intervals, by offering the revolutionary AMSOIL warranty. With its unparalleled oil and unique warranty

program, AMSOIL offers consumers unprecedented protection. But...AMSOIL is used to setting precedents!

Warranty Specifics

- **Any lubricant meeting viscosity and performance specifications may be used.**

Vehicle manufacturers describe lubricants by their viscosity grade and service classification, which are defined by the Tripartite Committee, composed of the American Petroleum Institute, the Society of Automotive Engineers and the American Society for Testing and Materials. All AMSOIL synthetic motor oils state their API viscosity grade and SAE performance classification on the product container. All meet the highest performance classification for their application.

If personnel at a vehicle dealership try to tell you that your vehicle warranty is void simply because you've installed AMSOIL, call the toll free customer assistance number, located in your owner's manual, in the presence of the dealership personnel. The dealership will change its tune fast.

- **The vehicle manufacturer may not specify by brand name the products you may use in your vehicle.**

The Magnuson-Moss Act, a federal law, states that a manufacturer may not require the use of a specific brand of aftermarket product, including lubricants, unless that part is provided by the manufacturer free of charge. To do otherwise constitutes an infringement upon free trade.

If any representative of the vehicle dealership or manufacturer informs you that you must use a specific brand of lubricant or filter, get a written statement to that effect and send a copy to AMSOIL. INC.

- **Cause of failure is paramount to warranty claim payment.**

Vehicle manufacturers warrant their products free of defect in manufacture or workmanship. They pay warranty claims on failures due to defects in manufacture or workmanship. In order to avoid paying a warranty claim, a vehicle manufacturer must show a failure is not due to a defect in manufacture or workmanship of the vehicle. But the manufacturer may not arbitrarily blame a failure on the consumer's practice of changing oil at extended intervals.

- **Oil analysis is acceptable proof of oil serviceability.**

Contrary to the opinion of several customer relations representatives, oil analysis performed by an independent lab showing serviceable oil provides sufficient evidence that the oil was not at fault in an engine failure, even if drain intervals are extended.

- **Verbal notification of a refusal to honor a claim is insufficient.**

The refusal must be in writing and must state the specific reason a claim has been refused. If you still think your failure is due to a defect in vehicle manufacture or workmanship, contact the dealership, district manager, manufacturer or arbitrator.

- **The AMSOIL warranty assumes protection where the vehicle warranty stops.**

Customers following AMSOIL recommendations are protected by the AMSOIL warranty if they experience a failure caused by an AMSOIL product and the vehicle manufacturer won't honor its warranty. AMSOIL is proud to offer complete protection to its customers through the finest line of lubricants and filters available and through the unique AMSOIL warranty.

You're covered!

Maintain your vehicle properly and follow the vehicle manufacturer's recommendations or AMSOIL's recommendations and your vehicle is warranted against failure by the vehicle manufacturer or by AMSOIL.

That's protection!