

During the 1950's and 1960's, America was booming with new and innovative products such as motor vehicles, appliances, household items, radios, televisions, and a multitude of consumer products, but the federal government was fielding a "rising tide of complaints" regarding defects of those products. In 1975, Democratic Senators Warren **Magnuson** (Washington State) and John **Ross** (California) co-sponsored the **Magnuson-Moss Warranty Act (MMWA)** which would protect consumers with regards to defective goods and misleading warranties. Prior to its enactment, regulation was left to the states, all of which except for Louisiana, had adopted the Uniform Commercial Code. However, manufacturers had learned to bypass the UCC codes by offering their own written warranties that promised a lot, but provided little while disclaiming the UCC warranties.

The MMWA required manufacturers and sellers of consumer products to provide customers with detailed information about warranty coverage and the company's obligations toward their consumers. Simply put, manufacturers now had to explicitly state all warranty conditions and terms so the consumer can be forewarned about the products they buy, what to expect if something goes wrong, and all that, in turn, helped to create better customer satisfaction.

So why discuss this on FleetFilter.com? In the last decade, vehicle manufacturers have been pursuing an aggressive strategy of pushing only original manufacturer parts as replacements on their vehicles while stating that using aftermarket parts could invalidate the product's warranty due to substandard replacement parts. In other words, if you don't use an ACDelco filter on your GM product, then your warranty claim could be denied. However, the Magnuson-Moss Warranty Act prohibits manufacturers from conditioning their warranties



based on selling their own parts. In addition, manufacturers can only deny warranty coverage if they can demonstrate that a non-original part actually caused their part defect to occur.

FleetFilter sells Wix, Baldwin, Fram, and Luberfiner filters and all of them can be used in place of the original manufacturer's parts without any threat to the manufacturer's warranty. The Federal Trade Commission (FTC) says that it is illegal for a dealer to deny your warranty claim simply because you had routine maintenance or repairs performed by someone other than the dealer. Routine maintenance usually includes:

- fluid and filter changes
- brake pad changes
- tire rotations
- belt replacements
- inspections

So, if it turns out that the aftermarket part was either defective itself or installed improperly, and it caused damage to another part that is covered under warranty, only then does the manufacturer have the right to deny coverage for that part.

The burden of proof is on the manufacturer. To further avoid warranty issues:

- Read your warranty
- Be aware of the warranty period
- Service your vehicle at manufacturer's scheduled intervals
- Keep all service records
- Complain to the FTC if your vehicle coverage is denied without proper justification



And, for the record, all the filters we sell are warranted by their manufacturer to be free from defects in material and workmanship during the period of service life recommended by the engine or equipment manufacturer. For more information, you can read about each company's warranty policy here:

- Wix (Mann+Hummel) filters

<http://www.wixfilters.com/warranty/index.aspx?ct=wrtty>

- Fram filters

<http://www.fram.com/support/warranty-support/>

- Baldwin filter

<http://www.baldwinfilter.com/resourcesliteraturelibrarywarrantyandcertificates.html>

- Luberfiner filter

<http://www.luber-finer.com/support/warranty-info.aspx>

Once again, thank you for trusting FleetFilter and we hope to see you again!