

what is the magnuson moss warranty act?

AND HOW DOES IT IMPACT YOU

WHAT THE ACT REQUIRES

The Magnuson Moss Warranty Act is a consumer protection law enforced by the Federal Trade Commission. The Federal Act requires warranties to be written in clear and easy-to-understand language and terms. The Act requires that a written warranty include:

- Who is covered by the warranty.
- A clear description and identity of what is covered.
- Responsibilities of the warrantor and the consumer, including where and how repairs and maintenance can be performed.
- Warranty expiration.
- Ways to handle disputes with the warrantor.

Please note, the Magnuson Moss Warranty Act does not require a business to provide a written warranty. If a business decides to offer a written warranty on a consumer product, it must comply with the Act.

WHAT THE ACT PROHIBITS

There are three prohibitions under the Magnuson Moss Warranty Act:

- Disclaimer or Modification of Implied Warranties
- “Tie-in Sales” Provisions
- Deceptive or Misleading Warranty Terms

Disclaimer or Modification of Implied Warranties | Implied warranties are unspoken, unwritten promises from a seller/merchant/warrantor to a customer. Implied warranties are the warrantor’s promise that the products/goods sold will function in the way intended and that there is nothing significantly wrong with them. It is also a promise that the product can be used for a specific purpose. The Act prohibits anyone who offers a written warranty from disclaiming or modifying implied warranties. So, if the product does not work as intended or is not fit for a specific purpose, the warrantor must remedy the problem or the warranty is breached.

“Tie-In Sales” Provisions | Provisions that state or imply that a consumer must buy or use an item or service from a particular company to keep the warranty coverage, such as being required to use original equipment manufacturer (OEM) parts.

Deceptive Warranty Terms | Warranties must not contain deceptive or misleading terms. A warranty cannot appear to provide coverage when it actually doesn’t. Additionally, a warranty cannot promise a service that the warrantor had no intention of providing or could not provide. These are examples of deceptive warranty terms.