



## Morco Products Extended Warranty Service Contract Terms & Conditions

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# Terms & Conditions

## 1. Our Promise to You

We aim to provide a safe, high-quality service, to repair and maintain the equipment included in this agreement. If you have any questions or concerns about your agreement, please contact us on 01482 325456.

## 2. What the Agreement Provides

- Parts and labour for repairs to the boiler.
- One safety and maintenance inspection in every year of your agreement for central heating boiler and controls. Your service engineer will draw your attention to the checks which have been carried out and ask you to sign his service report to acknowledge the boiler is working to your satisfaction.
- No limit to the number of call-outs to carry out work covered in your agreement.
- A customer helpline available Monday to Friday 8.30am to 5.00pm. Excluding public holidays, and the period between Christmas and New Year.
- Advice about your system from our engineers, during visit.

## 3. Service levels and Exclusions

We can only include your appliance if:

- It is a Morco combination boiler from Model FEB24-E onwards (FEB24-HE & CPM excluded)
- It is installed in a caravan holiday home or residential park home sited in mainland Great Britain; and it is in good working order at the time of first service. For the avoidance of doubt GB does not include Eire or Isle of Wight.
- Your holiday or residential home is sited on a bona fide approved park, (BH&HPA or NCC members).
- By law, before a new Caravan Holiday Home, or Park Home is put into first use, the gas system must be commissioned by a competent and registered engineer. You may be asked to provide a copy of the commissioning certificate.
- Morco service agreements are only available for appliances used inside your holiday or residential home for normal domestic purposes. (Letting and hiring is excluded).

## **Service levels**

Due to the seasonal nature of the UK holiday park industry, it may not be possible for us to give you a prompt service at peak times, this is because engineers are at their busiest. Specifically around Easter at the beginning of the season, Bank holidays, and around the annual Christmas Holidays. We will always endeavor to give you our best service, but you are advised to try to avoid waiting until the last minute before a public holiday, to check your system works. This is especially important after a lay up period. There are a few areas of Great Britain where we do not provide service agreements. If this affects you, we will tell you when you apply.

### **Specific exclusions:**

- Frost Damage
- Removing sludge or hard water scale from the system including blocked filters
- Damage and failure caused by the lack of suitable antifreeze/inhibitor.
- Modifications to the boiler from the original factory specification.
- Loss of pressure within the central heating system not directly caused by the boiler.
- Damage and failure caused by a defective gas, water or electrical supply.
- Damage or failure caused by insect or debris contamination.
- Incorrect operation of the boiler caused by defective outlets (thermostatic shower mixers or mono block mixer taps).
- Changes required to the boiler or flue as a result of legislative changes or changes to relevant standards.
- Replacing or repairing parts which do not affect how the boiler works such as decorative or specialist parts.
- Resetting controls (for example, thermostats and programme timers) to suit winter or summer operation
- Other parts of the central heating or hot/cold water system such as pipes, radiators and valves.
- Damage or failure caused by an incorrectly fitted or specified flue
- Diaphragm as item is subject to wear and tear.

### **General exclusions**

Your Service agreement does not include the following:

#### **Hiring or letting**

We will not cover any appliance installed in a caravan used for hiring or letting.

#### **Design or existing faults**

We will not include the cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which we could not identify on our first inspection of that particular system or appliance using reasonable care and skill.

### **Third-party or accidental damage**

We will not include the cost of repairs relating to damage caused by you or someone else.

### **Consequential loss**

We will not compensate for loss of use, or loss of holiday time, due to breakdown, or waiting for our engineers to attend. Unless we are responsible for it, we will not include loss or damage to property (including any cleaning needed) caused by the appliance, boiler or system breaking down or leaking (for example, damage to furniture caused by water leaks).

Any redecoration that may be needed following our work is your responsibility, unless we have been negligent.

### **Normal insured risks**

We will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your caravan insurance to make sure you have enough cover for these risks.

## **4. About your Agreement:**

### **Period of agreement**

Your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see Cancellation). You may cancel the agreement at any time. You may write and request any updated terms & conditions at any time.

### **Start date and payment**

Your agreement begins when we process your application. Payment may be made by monthly Direct Debit, Credit/Debit card or cheque. Please do not send cash although we will accept cash from callers to our office.

## **Initial safety and maintenance inspection**

If you choose a Morco extended warranty service contract, we will inspect your appliance to make sure it is safe and in good working order. Our Gas Safe Registered gas service engineer will fill in a safety and maintenance inspection checklist to show you what he or she has checked. We will normally do this inspection within 28 days of the beginning of your agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services. If the inspection reveals a problem, two choices will be available:

1. We cancel the agreement and refund your money less the £75 inspection charge. In this case any subsequent application for a service contract will be refused.
2. You arrange to pay our engineer separately to carry out the repairs, so that the service contract can continue.

## **Call Outs**

If during subsequent inspections, or call outs, faults, safety issues or problems which are excluded from this contract are found, then you are expected to pay our engineer for both his call out and repair. If you refuse then we may exercise our right to cancel your contract as outlined elsewhere, (see cancellation).

We will aim to carry out the Safety and Maintenance Inspection around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we can get into your home, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your Safety and Maintenance Inspection.

## **Gaining access to your Caravan**

We will let you know when it is time to carry out an inspection. It is your responsibility to co-operate in arranging an appointment with our agent and to let us into your property. Alternatively you can appoint the Park owner or another person as your proxy. Your proxy must, however, be present and sign our engineers inspection report accepting the work has been carried out and that the appliance is working satisfactorily. If we cannot gain access to your Caravan, we will be unable to carry out the necessary work. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have been unable to carry out the inspection. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case. In this instance there will be no refund of the policy fee.

## **Cancellation**

We may cancel your agreement by writing to you, with an appropriate period of notice in the following circumstances:

1. If you have given false information
2. If you do not make an agreed payment.
3. We find something wrong at the initial safety inspection.
4. We are called out for a reason which is excluded from your contract and you refuse to pay for its rectification.
5. We have advised you that permanent repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system.
6. If we are not reasonably able to find parts to keep your system or appliance working safely.
7. If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.

In the case of 1 to 5:

No refund will be given

In the case of 6 or 7:

We will give you a refund based on how long is left to run on your contract less the £75 annual safety and maintenance inspection, if this has been carried out.

**You** may cancel your agreement by writing to us in the following circumstances.

1. Within fourteen days starting from the date of written confirmation of your agreement with us. You will receive a full refund of any money paid. (Unless we have carried out an inspection or repair, in which case your refund will be less the £75 safety and maintenance inspection charge).
2. You may cancel the plan at any time after the "14 day period" outlined above, and we will refund a proportion of your plan fee unless your boiler has already been repaired under the warranty cover or the boiler has been written off in which case no refund will be given.

An example for 2 above : if you have paid in full by cheque, credit/debit card or cash at the start of the policy and you cancel with 3 full months remaining on your policy your refund will be calculated accordingly:-

£150 (total fee for policy)

- £75 (safety and maintenance inspection charge fee)

£75 ÷ 12 (months) = £6.25 per month remaining.

Therefore the refund in this example will total £18.75.

If you pay for your plan by Direct Debit installments, we will only refund any payments that you have made for the unexpired period of your plan.

## **5. General Information**

### **Inspection charge**

For year ending 31st March 2011 this is £75.00.

### **Safety advice**

We may advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely (for example, to comply with gas safety regulations). If you do not follow our advice, it may mean that we are unable to fulfill all of our obligations under your agreement. In this case, your agreement will continue to run unless you tell us you would like to cancel or if we cancel the agreement (see Cancellation).

### **Spare parts**

If we do not carry the spare parts your repair work needs on the day, we can get hold of most items the following working day. Otherwise, we will do all we reasonably can to find parts from our suppliers.

### **Labour**

One of our engineers, or more usually, a suitably qualified contractor will carry out the work.

### **Using personal information**

Information you provide and which we hold about you, will be used only by us or our agents for the purposes of carrying out the terms and conditions of our service contract with you. Any personal data we hold about you will not be passed on to a third party without your consent.

## **Renewing your Extended Warranty Service Contract**

At the end of your contract, we will write to you about renewing.

- If you pay by Direct Debit, your renewal notice will show the amount we will automatically collect, unless you write to inform us otherwise.
- If you pay by any other means, your renewal notice will show the amount to pay. You will need to contact us to make payment for the contract to continue

## **Amendments or Cancellation**

If you wish to make amendments or cancel your policy, you must inform us in writing.

## **Third-party rights**

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement.

## **Our responsibilities**

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our control.