

# Boiler Care Maintenance & Support

Terms and Conditions



*Provided by*



**IRELAND**

**ASSIST** Ltd.

a **MAPFRE** company



**IBERDROLA**

# Boiler Care Plan

## What does Boiler Care provide?

Where **Your** energy contract with **Iberdrola Ireland** includes **Boiler Repair** or **Boiler Service & Repair**, the **Plan** will be provided by Ireland Assist Limited in accordance with and subject to these **Terms and Conditions**. When **You** agree to **Your** energy contract, **You** are also agreeing to these **Terms and Conditions** in respect of the **Boiler Care Plan**.

Words that are capitalised have the meaning given to them in Definition section.

The **Boiler Care Plan** provides **You** with **Maintenance & Support Services** to help keep **Your Boiler** maintained, supported and in good working order. This includes a service on **Your Boiler** and safety check annually where **You** have purchased the **Boiler Service & Repair** product. These **Terms and Conditions** set out **Your** and our responsibilities in respect of these services.

## Introduction to the different plans

There are different **plans** available under **Boiler Care** with their product specific terms to follow:

Plan type	Provides Maintenance & Support Services for:	Applicable Terms
<b>Boiler Repair</b>	<b>Boiler and Controls</b> only <i>Please note: an Annual Service is not included</i>	Parts A and C
<b>Boiler Service &amp; Repair</b>	<b>Boiler, Controls</b> and Annual Service	Parts A, B and C

# Part A: Boiler Repair Plan Terms and Conditions

## Section 1: Definitions

“**Authorised Contractor**” means a qualified and experienced engineer engaged by Ireland Assist Limited to carry out our **Boiler** servicing and repair works;

“**Boiler**” the single mains-connected natural gas or oil boiler cared for by this **Plan** (this only includes the parts inside the boiler casing; it does not include the flue);

“**Boiler Repair Agreement**” means the **Boiler Repair Agreement** between **You** and **Us** that is subject to these **Terms and Conditions** and is concluded by **Iberdrola Ireland** on our behalf.

“**Boiler Repair**” means a repair of a **Boiler**;

“**Boiler Repair Visit**” means a call-out by an **Authorised Contractor** to perform a **Boiler Repair**;

“**Controls**” means the programmer (time control), central heating circulating pump, motorised valve(s), zone valves or diverter valves, room thermostat and the cylinder thermostat. All elements of the controls must be standard;

“**Exceptional Item**” means a spare part which is not generally in stock and has to be ordered especially for the repair;

“**Health and Safety**” means matters relating to:

- the applicable requirements of health and safety legislation in Republic of Ireland including, but not limited to, the Safety Health & Welfare at Work Act 2005 (as amended from time to time) and any regulations made thereunder from time to time;
- the Building Control Acts 1990 and 2007 and any relevant Building Regulations made thereunder and any Building Regulations Technical Guidance Documents;
- all relevant Codes of Practice, Guidelines and technical documentation/ specifications prepared by the National Standards Authority of Ireland and regional requirements for Republic of Ireland;
- System Supplier/Boiler Manufacturer Instructions and Guidelines; and
- all relevant installation standards applicable in Republic of Ireland, including, without limitation, **I.S. 813**; and
- industry best practice.

“**IBERDROLA IRELAND**” means **IBERDROLA IRELAND LIMITED**, a company incorporated in Ireland, company no 626546, with its registered office at 88 Harcourt St, Dublin 2;

“**Maintenance & Support Services**” means the **Maintenance & Support Services** described in these Terms and Conditions;

“**Plan**” means the contract of **Maintenance & Support Services** that **You** have purchased which shall either refer to: (a) a Boiler Repair Plan where that is the product purchased; or (b) a Boiler Service & Repair Plan where that is the product purchased;

“**Thermal Store**” means the cylinders running directly off mains pressure water, and not from a cold-water storage cistern/tank, and can often be identified as a cylinder which is not open to the atmosphere;

“**I.S. 813**” means the current edition of the Irish Standard 813 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland, as amended or replaced from time to time, and any reference in these **Terms and Conditions** to a specific provision of **I.S. 813** shall be a reference to the current version of that provision as amended or replaced from time to time;

“**Notice of Hazard**” means a notice issued to **You** to advise of a defect of an installation which might affect the safety of persons or property or cause a pollution incident;

“**Parties**” means **Us** and **You**;

“**Property**” means the customer’s domestic address at which an **Authorised Contractor** will carry out the **Boiler Repair**;

“**Terms and Conditions**” means these **Terms and Conditions**;

“**Us**” or “**We**” means Ireland Assist Limited, a company incorporated in Ireland with registration number 172531 and registered office at Ireland Assist House, 22-26, Prospect Hill, Galway, Ireland H91 T3HK;

“**VAT**” means Value Added Tax at the applicable rate from time to time;

“**You**” or “**Your**” means the individual customer with whom **We** have entered into this **Plan** and includes a person who **We** reasonably believe is acting with **Your** authority or knowledge.

## Section 2: Introduction to Boiler Repair Plan

### Which Boilers are eligible for Boiler Repair Plan?

**Your Boiler** must be:

- a gas fired or oil **Boiler**;
- owned by **You** and used for personal and non-business purposes only (for the avoidance of doubt products located in leased-out domestic property are eligible);
- in good working order and under 15 years old when **You** take out the **Plan**; and
- located in the Republic of Ireland

**Your Boiler** cannot be:

- a non-domestic **Boiler** that exceeds 45kW output
- a warm air unit; electric, or combined heat power unit;
- a commercial or industrial grade **Boiler/Controls**, such as one with more than 200,000 BTU/HR 58.6K input; or
- located on a boat or in a mobile home/**Property**.

Note each **Boiler Care Plan** only applies to a single **Boiler**. Any additional **Boilers** would need to be looked after by a separate plan.

### Is Boiler Repair right for you?

**You** must be at least 18 years old and resident in the Republic of Ireland.

## Section 3: Boiler Repair Plan Scope & Fees, duration and cancellation

### Scope and Fees

The price for the **Boiler Repair Plan** includes one call out visit per annum. **Iberdrola Ireland** will send **You** a bill every two months and collect the money **You** owe **Us** by Direct Debit 14 days later. The Direct Debit for **Your** gas use and **Your Boiler Repair Plan** will be taken together.

**Boiler Repair Visits** will be conducted during normal working hours (8am to 6pm Monday to Friday and 8am to 4pm on Saturdays, excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the **Parties**. Our **Boiler Repair** helpline is open 24/7 365 days a year.

If **You** have purchased **Our Boiler Service & Repair Plan**, and you need to avail of a **Boiler Repair** before **We** have completed **Your Annual Boiler Service**, **Your Annual Boiler Service** will also be completed during the **Boiler Repair Visit**.

### Additional charges

The call out fee and first 40 minutes of labour is provided under this **Plan**. Additional time spent fault finding, carrying out the **Boiler Repair** and/or replacing parts or components will be charged in 15 minute units.

Our **Authorised Contractor** will provide **You** with a verbal update on the fault with the **Boiler** and estimated costs involved in repairing the **Boiler** over 40 minutes. This will include the costs of providing new parts or components for the **Boiler** if required. The **Authorised Contractor** will also provide **You** with an estimate of the time it will take to repair the **Boiler**. Please be aware that sometimes it may not be possible to carry out the repair during the initial diagnosis visit.

The **Authorised Contractor** may also subsequently issue **You** a bill where **You** will be required to pay this by the due date or only proceed to fit the required parts following **Your** agreement to the cost of the required parts and the rate for additional labour. Certain parts may have to be ordered from outside the Republic of Ireland. These parts may require advance payment from **You** as will be advised to **You** at the time of ordering by the **Authorised Contractor**.

Our **Authorised Contractors** will carry out the **Boiler Repair** on the date agreed between **You** and **Us**. The **Authorised Contractor** will visit the **Property**, carry out various tests and checks on the **Boiler** in order to diagnose the fault with it. All visual checks and tests applied are in accordance with **I.S. 813**. The **Authorised Contractor** will follow manufacturer's instructions as outlined in the installation and servicing instructions as supplied with the **Boiler**.

### Cancellation of Boiler Repair Visit

If **You** have arranged an appointment for a **Boiler Repair** with **Us**, **You** can cancel this without incurring any charges, up to 24 hours before the **Boiler Repair** is due to be carried out.

If **You** cancel less than 24 hours before the **Boiler Repair** is due to be carried out, **We** will charge **You** a cancellation fee equal to €50.

**You** will be deemed to have cancelled with less than 24 hours' notice if, without at least 24 hours' prior notice to **Us**, the **Authorised Contractor** cannot either access **your Property** to carry out the **Boiler Repair** at and on the agreed time and day or if the **Authorised Contractor** cannot gain sufficient access to the appliance within **Your Property** to complete the work.

**We** will not be obliged to commence or continue with a **Boiler Repair** unless **We** (or the **Authorised Contractor**) are satisfied that no **Health and Safety** issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the **Boiler Repair** to commence or continue. For the avoidance of doubt, this will include circumstances where **We** (or our **Authorised Contractor**) determine that the **Boiler** is inaccessible, due to the enclosure or compartment in which it is located, so as to impede the **Authorised Contractor** from commencing or continuing with the **Boiler Repair**.

## **Duration and renewal**

The **Boiler Repair Plan** will start on the same date as **Your Iberdrola Ireland** energy Plan. However, a 15-day wait period will apply to this contract, which means that **You** will not be entitled to receive any services under the **Boiler Repair Plan** for the period of 15 days from commencement. Any issues with **Your Boiler** which were in existence before the commencement of this **Boiler Repair Agreement** or in the 15 days after its commencement, will not qualify for repair under this **Boiler Repair Plan**. This wait period will only apply in year 1 of this **Boiler Repair Agreement** should this contract be renewed automatically.

Before **Your Plan** ends, **Iberdrola Ireland Limited** will write to **You** about renewing. **Your** renewal notice will show the new amount to pay, **Your** renewal date and the energy tariff available from **Iberdrola Ireland**. The fee payable may increase at renewal. As **You** pay by Direct Debit, **Your Boiler Repair** will automatically continue for another year.

To make sure **You** continue to receive these maintenance and support services, **We** will aim to automatically renew (auto-renew) the **Boiler Repair Agreement** when it runs out (annually) for the duration of **Your** relationship with **Iberdrola Ireland**, unless **You** tell **Iberdrola Ireland** not to. Each year **Iberdrola Ireland** will notify **You** about any changes to the cost of this **Plan** or to the **Terms and Conditions** before the changes take effect.

If **You** do not want the **Boiler Repair Agreement** to auto-renew, call **Iberdrola Ireland** on 1800 300 170. If **You** do not contact **Iberdrola Ireland**, the cost of this **Plan** will be deducted through **Your** energy (electricity and/or gas) payment method.

If **You** decide to cancel **Your Boiler Repair Agreement** only, this will not affect **Your** energy contract. **Iberdrola Ireland** will continue to supply **You** with energy. Any discounts agreed on **Your** energy tariff will no longer apply when **Your Boiler Repair Agreement** is ended.

However, if **You** cancel **Your** energy contract with **Iberdrola Ireland** then **Your Boiler Repair Agreement** will also be cancelled.

## **Your right to cancel**

**You** may cancel your **Boiler Repair Agreement** within fourteen (14) working days of receiving these **Terms and Conditions**, without giving a reason and without charge by calling our Customer Service Representatives on 1800 300170 or by email to [contactus@iberdrola.ie](mailto:contactus@iberdrola.ie) or write to Customer Service Team, Iberdrola, PO BOX 13051, Dublin 2 unless the **Boiler Repair** has been carried out before the end of this period with **Your** agreement.

**You** can cancel the **Boiler Repair Visit** without charge up to 24 hours before the **Boiler Repair Visit** is due to be carried out by calling our Customer Service Representatives on 0818 401 101. The **Boiler Repair Visit** may be rescheduled by **You** at the time of cancelling it, or at a later date during the term of the **Boiler Repair Agreement**, to a new date and time agreed with **Us**.

## Our Right to cancel

**We** may cancel this **Plan** where there is a valid reason to do so by giving **You** at least 7 days' written notice to the address **You** have given **Us**. Valid reasons include but are not limited to the following:

- where **You** fail to comply with certain conditions (see '**Your** responsibilities' on page 14);
- where **You** fail to pay for the **Plan**. If the direct debit is not collected successfully Iberdrola Ireland will resubmit for collection 7 days later, if this fails again the **Boiler Repair Agreement** will be cancelled. The **Plan** can be reinstated if the outstanding payment is paid in full and the direct debit is re-instated if applicable (see '**Fees**' above); or
- where **You** have used threatening or abusive behaviour or language towards our staff or suppliers.

## Section 4: Exclusions and standard terms

### General exclusions

The following are excluded from the **Plan**:

- (i) **Boiler Repair** where there is damage of any kind to the **Boiler**.
- (ii) Repairs to radiators, heating filling system or central heating system pipework.
- (iii) Cost of any replacement parts or components
- (iv) Labour over 40 minutes, this will be charged in 15 minute units.
- (v) Replacement, recall or modification of the product (or any part) by a supplier or the manufacturer.
- (vi) Modifying or making a **Boiler** comply with legislation or making it safely accessible.
- (vii) Work on anything not part of the **Boiler**, for example non-accessible or non-visible pipework, energy management systems, unvented pressurised cylinders (**Thermal Store**), convector heaters, kick space heaters, curved/angled radiators (for bay windows etc), towel heaters/rails, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the **Boiler** and the flue systems from the **Boiler**, the cold water supply tank, its feed or outlet, taps, any pipework, **Controls** or other parts associated with any of these items.
- (viii) Work on non-standard pipework (i.e. greater than 35mm in diameter).
- (ix) Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.



# Part B:

## Boiler Service & Repair Plan Terms and Conditions

### Introduction

Where you have purchased a **Boiler Service & Repair Plan**, the **Terms** set out in Part A above will apply to the **Boiler Repair** element of your **Plan** and the **Terms** set out in this Part B will apply to the **Boiler Service** element.

### Section 1: Definitions

“**Annual Service**” means a service of a **Boiler** by an **Authorised Contractor**;

“**Authorised Contractor**” means a qualified and experienced engineer engaged by Ireland Assist Limited to carry out **Boiler** servicing and repair works;

“**Boiler**” the single mains-connected natural gas boiler cared for by this **Plan** (this only includes the parts inside the **Boiler** casing; it does not include the flue);

“**Boiler Service & Repair Agreement**” means the **Boiler Service & Repair Agreement** between **You** and **Us** that is subject to these **Terms and Conditions** and is concluded by **Iberdrola Ireland** on our behalf.

“**Boiler Safety Check**” means a safety check of a **Boiler**;

“**Boiler Service**” means a service of a **Boiler**;

“**Boiler Service Visit**” means a call-out by an **Authorised Contractor** to perform a **Boiler Service**;

“**Controls**” means the programmer (time control), central heating circulating pump, motorised valve(s), zone valves or diverter valves, room thermostat and the cylinder thermostat. All elements of the **Controls** must be standard;

“**IBERDROLA IRELAND**” means **IBERDROLA IRELAND LIMITED**, a company incorporated in Ireland, company no 626546, with its registered office at 88 Harcourt St, Dublin 2;

“**I.S. 813**” means the Irish Standard 813 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland (as amended), and any reference in these **Terms and Conditions** to a specific provision of **I.S. 813** shall be a reference to such provision as amended or replaced from time to time;

“**Plan**” means a **Boiler Service & Repair Plan**, where that is the product purchased;

“**Parties**” means **Us** and **You**;

“**Property**” means the customer’s domestic **Property** where an **Authorised Contractor** will carry out the **Boiler Service**;

“**Standard Boiler**” means an appliance that contains a domestic central heating **Boiler** only;

“**System Boiler**” means an appliance that contains a domestic central heating **Boiler** and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together;

“**VAT**” means Value Added Tax at the applicable rate from time to time Initial callout fee will not be



waived in the event that a full repair is not carried out;

“**Us**” or “**We**” means Ireland Assist Limited, a company incorporated in Ireland with registration number 172531 and registered office at Ireland Assist House, 22-26, Prospect Hill, Galway, H91 T3HK;

“**You** or “**Your**” means the individual customer with whom **We** have entered into this **Plan** and includes a person who **We** reasonably believe is acting with **Your** authority or knowledge.

## Section 2 - Introduction to Boiler Service & Repair Plan

### Which Boilers are eligible for the Boiler Service & Repair Plan?

**Your Boiler** must be:

- a gas fired or oil **Boiler**;
- owned by **You** and used for personal and non-business purposes only (for the avoidance of doubt products located in leased-out domestic property are eligible);
- in good working order and under 15 years old when **You** take out the **Plan**; and
- located in the Republic of Ireland

**Your Boiler** cannot be:

- a warm air unit, electric, or combined heat power unit;
- a commercial or industrial grade **Boiler**, such as one with more than 200,000 BTU/HR 58.6K input; or
- located on a boat or in a mobile home/**Property**.

### Is the Boiler Service & Repair Plan right for you?

**You** must be at least 18 years old and resident in the Republic of Ireland

## Section 3: Boiler Service & Repair Plan Scope & Fees, duration and cancellation

### Scope and Fees

The price for the **Boiler Service & Repair Plan** includes one annual service and one **Boiler Safety Check**. **Iberdrola Ireland** will send **You** a bill every two months and collect the money **You** owe **Us** by Direct Debit 14 days later. The Direct Debit for **Your** gas use and Your **Boiler Service** will be taken together.

This **Plan** will start on the same date as **Your Iberdrola Ireland** energy **Plan** and will run for a period of 12 months.

If **You** have purchased our **Boiler Service & Repair Plan**, and during the course of this **Plan** experience any problems with the **Boiler** after **Your Annual Boiler Service** is carried out by the **Authorised Contractor** then, in accordance with Part A above, the call out fee and first 40 minutes of labour is covered while attempting to resolve the issue – this **Boiler Repair** is available once per annum under **Your Boiler Service & Repair Plan**. Additional time spent fault finding, carrying out

the **Boiler Repair** and/or replacing parts or components will be charged in 15 minute units. If you need to avail of a **Boiler Repair** before **We** have carried out **Your Annual Boiler Service**, **Your Annual Boiler Service** will also be completed during the **Boiler Repair Visit**.

Before **Your Plan** ends, **Iberdrola Ireland** will send **You** a renewal notice (see '**Duration and renewal**' below). If **You** do not pay for **Your Plan** on time, it will be suspended from the due date. No **Boiler** services will be provided past this date unless payment is received.

## **Additional charges**

If a service of the **Boiler** takes longer than the 45 minutes included in the price of the **Boiler Service**, additional charges will apply. Any additional time spent by the **Authorised Contractor** repairing the **Boiler** will be charged in 15 minute units.

All additional charges will be agreed with **You** by our **Authorised Contractor** before any additional costs are incurred by **You**.

Each year **We** will contact **You** to arrange for an **Authorised Contractor** to visit **Your Property** and perform a service on **Your Boiler**; to ensure that it is working efficiently. This will be carried out to statutory requirements and in accordance with the manufacturer's recommendations.

**We** will attempt to contact **You** on a minimum of 3 occasions on 3 different dates and times on the telephone number provided to **Iberdrola Ireland** to arrange a suitable time to carry out **Your Annual Boiler Service**. Where there is a message facility, **We** will leave a message, requesting a call back on 0818 40 101. If **We** are unsuccessful in these attempts to arrange the service, **We** will write to **You** requesting that **You** make contact with **Us**. If **You** do not respond to **Us** during the period of this **Boiler Service & Repair Agreement**, **We** will deem the service to have been carried out and no refund of fees paid for the **Boiler Care Plan** will be provided.

## **Scope of Boiler Service**

The price quoted for the **Boiler Service** is for the service of a central heating **Boiler**. The **Boiler Service** is for **System Boilers** and **Standard Boilers** with a separate pump and includes combination or condensing / high efficiency type **Boilers**.

An **Authorised Contractor** will perform a full **Boiler Service** on the **Boiler**. This **Boiler Service** will comprise of at least 20 separate diagnostic tests and checks (see below). As part of the **Boiler Service** the **Authorised Contractor** will inspect the **Boiler** and clean and adjust it as required. All visual checks and tests will be carried out to statutory requirements and in accordance with the manufacturer's recommendations; at the time of writing this document, this was edition 3 of **I.S. 813**.

The following diagnostic tests and checks will be applied to the **Boiler**:

### **Visual Inspection:**

Check **Boiler** location

Check **Boiler** for visual damage

Check correct **Boiler** operation (including consumer **Controls** and safety devices)

## Checks and tests:

- (i) Check flue soundness, routing and terminal location
- (ii) Check size of open vented flue
- (iii) Cold check effectiveness of flue
- (iv) Check condensate drainage system (condensing **Boilers** only)
- (v) Check appliance location and proximity of combustible materials
- (vi) Check main burner, remove and clean as necessary
- (vii) Check pilot burner and probes/cables and clean as necessary
- (viii) Check heat exchanger and clean
- (ix) Check operation of flame sensing control
- (x) Check operation of **Boiler** thermostat and high limit thermostat
- (xi) Check operation of "low water pressure" control
- (xii) Check for correct ventilation
- (xiii) Check flue guard is fitted when required
- (xiv) Check for flue spillage where appropriate
- (xv) Check 3 amp fuse fitted
- (xvi) Check Double Pole Isolation Switch fitted
- (xvii) Inspect electrical wiring for damage and correct connection to appliance
- (xviii) Check effectiveness of flue with **Boiler** running
- (xix) Check for gas leaks with **Boiler** running
- (xx) Test appliance burner pressure
- (xxi) Test effectiveness of functionality of flue with **Boiler** running
- (xxii) Test and record main burner pressure
- (xxiii) Combustion Efficiency Test

## Boiler Safety Check

During a **Boiler Service Visit**, an **Authorised Contractor** will check the integrity of the **Boiler** in accordance with the latest edition of Annex C of **I.S 813**.

## Cancellation of Boiler Service Visit

If **You** have arranged an appointment for a **Boiler Service** with **Us**, **You** can cancel this without incurring any charges, up to 24 hours before the service is due to be carried out.

If **You** cancel less than 24 hours before the **Boiler Service** is due to be carried out, **we** will charge **You** a cancellation fee equal to €50.

**You** will be deemed to have cancelled with less than 24 hours' notice if, without at least 24 hours'

prior notice to **Us**, the **Authorised Contractor** cannot access **Your Property** to carry out the **Boiler Service** at and on the agreed time and day or if the **Authorised Contractor** cannot gain sufficient access to the appliance within **Your Property** to complete the work.

Where our **Authorised Contractor** cannot access the **Boiler** for this reason and if the issue preventing access is removed and provided an appointment is rescheduled by **You** within 15 working days of the most recent **Boiler Service Visit**, the **Authorised Contractor** will return to the premises and complete the **Boiler Service**.

If **You** cancel the **Boiler Service Visit**, Ireland Assist Limited will have no further obligations with respect to the **Boiler**.

If **You** terminate the **Boiler Service Agreement**, Ireland Assist Limited will have no further obligations with respect to the **Boiler**.

## Duration and renewal

This **Plan** will start on the same date as **Your Iberdrola Ireland** energy plan and will run for a period of 12 months.

**We** will aim to automatically renew (auto-renew) **Your Plan** when it runs out (annually) for the duration of **Your** relationship with **Iberdrola Ireland**, unless **You** tell **Iberdrola Ireland** not to. Each year **Iberdrola Ireland** will notify **You** about any changes to the cost of this **Plan** or to the **Terms and Conditions** before the changes take effect. If **You** do not want this **Plan** to auto-renew, call Iberdrola Ireland on 1800 300 170. If **You** do not contact Iberdrola Ireland, the cost of this **Plan** will be deducted through **Your** energy (electricity and/or gas) payment method.

It is not possible to transfer **Your Boiler Service** to any other **Property** or individual.

Before **Your Plan** ends, **We** will write to **You** about renewing. **Your** renewal notice will show the new amount to pay, **Your** renewal date and the energy tariff available from **Iberdrola Ireland**. The fee payable may increase at renewal. As **You** pay by Direct Debit, **Your Boiler Service** will automatically continue for another year.

However, if **You** cancel **Your** energy contract with **Iberdrola Ireland** then **Your Boiler Service & Repair Agreement** will also be cancelled.

## Your right to cancel

**You** may cancel the **Boiler Service & Repair Agreement** within 14 working days of receiving these **Terms and Conditions**, without giving a reason and without charge by calling our Customer Service Representatives on 1800 300 170 or by email to [contactus@iberdrola.ie](mailto:contactus@iberdrola.ie) or write to Customer Service Team, Iberdrola, PO BOX 13051, Dublin 2 unless the **Boiler Service** and/or a **Boiler Repair** has already been carried out.

## Our Right to cancel

**We** may cancel this **Plan** where there is a valid reason to do so by giving **You** at least 7 days' written notice to the **Property** details **You** have given **Us**. Valid reasons include but are not limited to the following:

- where **You** fail to comply with certain conditions (see '**Your** responsibilities' on page 14);
- where **You** fail to pay for the **Plan**. If the direct debit is not collected successfully Iberdrola Ireland will resubmit for collection 7 days later, if this fails again the **Boiler Service & Repair Agreement** will be cancelled. The **Plan** can be reinstated if

the outstanding payment is paid in full and the direct debit is re-instated if applicable (see 'Fees' above); or

- where **You** have used threatening or abusive behaviour or language towards our staff or suppliers.

If **We** cancel **Your Plan** using this provision, **You** will receive a pro rata refund from the date of cancellation.

## Section 4: Exclusions and standard terms

### General exclusions

- (i) Non-domestic **Boilers** that exceed 45Kw output
- (ii) The cost of replacement of the **Boiler** or any part
- (iii) Any request for a **Boiler Service** which would not be in line with the manufacturer's instructions
- (iv) Repair of fill lines or repair of storage tank
- (v) Any repair where hazardous substances are present (such as asbestos).
- (vi) Costs incurred for a **Boiler Service** carried out by anyone other than our **Authorised Contractor**
- (vii) Any work to **Your** central heating system unless agreed by Ireland Assist or our **Authorised Contractor**
- (viii) The servicing of anything other than the **Boiler**. For example, the following will not be serviced: the time control, water circulating pump, motorised valve(s), room thermostat, cylinder thermostat, radiators, radiator valves, expansion tank, hot water cylinder, pipework, energy management systems, convector heaters, kick space heaters, shower pumps, immersion heaters or solar panels.
- (ix) Any water pressure adjustments on sealed systems.
- (x) Any costs associated with any repairs or parts required where the **Boiler** fails the **Boiler Service**.
- (xi) Costs arising from not being able to use **Your Boiler** or from loss or damage caused when the **Boiler** breaks down, including any costs to remove or reinstate built-in or fitted **Boiler** or hotel bills.

# Part C: Standard Terms for All Plans

The following terms apply to the **Boiler Repair Agreement** or **Boiler Service & Repair Agreement** covered under the **Boiler Care Plan**.

## Assignment

The **Boiler Care Plan** is personal to **You** and therefore it may not be assigned or transferred by **You** to any other person without our prior written consent. For business reasons, **We** have the right to assign or transfer all of our rights and obligations under the **Boiler Care Plan** to any other company or person.

## Your Responsibilities

It is **Your** responsibility to provide our **Authorised Contractor** with the necessary access to the **Property** at the time of our appointment(s) to carry out the **Boiler Repair** or **Boiler Service**.

If **We** are unable to gain access to **Your Property** at the time of any appointment, because **You** are not available to provide access or for any other reason outside of our control, **We** will be unable to carry out the **Boiler Repair** or **Boiler Service** and will deem the **Boiler Repair** or **Boiler Service** to have been completed. No refund will be provided in such circumstances however, **We** will allow this appointment to be rescheduled following the payment of an additional fee of €50.00.

It is also **Your** responsibility to ensure that both **You** and **Your Boiler** meet the eligibility criteria set out during the sale of this **Plan** i.e. **You** are 18 years or older at the time of entering into this **Agreement** and also that the **Boiler** is:

- serviced in line with the manufacturer's recommendations
- less than 15 years' old
- in good working order

**You** are also responsible for making sure that (a) **We** can safely access **Your Property**, which includes providing safe access to **Your Boiler**; and (b) there is sufficient gas in the system to allow the **Boiler Repair**, **Boiler Service** and/ or **Boiler Safety Check** to be completed (applicable to pre- pay meters only). In circumstances where **We** are not in a position to proceed with the **Boiler Repair** due to (a) or (b), **We** will deem the **Boiler Repair** or **Boiler Service** to have been completed and no refund in fees will be provided. If the issue (a) or (b) preventing the **Boiler Repair** or **Boiler Service** from proceeding or continuing is removed and the appointment is rescheduled by **You** within 15 working days of the most recent **Boiler Repair** or **Boiler Service Visit**, **We** will return to the premises and complete the **Boiler Repair** or **Boiler Service**.

It is also **Your** responsibility to take care in or around areas where work is taking place during a **Boiler Repair** or **Boiler Service** to ensure that any children or animals in the **Property** are kept away from any area where work is being carried out or equipment is being stored and all areas in between:

- All information **You** give must be true, factual and not misleading.
- **Your Boiler** must have been installed, maintained and used in accordance with the manufacturer's instructions.
- If **Your Boiler** breaks down or malfunctions, **You** must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage.

- **You** must pay the fees when they fall due.
- **You** must arrange any work required to ensure **Your Boiler** is accessible, compliant with all relevant safety standards and safe to work on (as determined by our **Authorised Contractor**). **We** will not do any work where these standards are not met.
- **You** must ensure someone 18 or over is at the **Property** for when **You** have booked the **Boiler Service** or onsite visit. If our **Authorised Contractor** is not able to carry out the service or on-site visit because no one is at the **Property**, **You** may be charged a call-out fee.

## Provision of spare parts

The **Authorised Contractor** may, during the **Boiler Repair** or **Boiler Service Visit**, identify parts or component failure or potential failure. The **Authorised Contractor** will advise **You** of the cost of replacement of any such parts or components and if necessary, but subject to **Your** authorisation, will supply and fit adequate replacement parts or components, subject to their availability. Title to the replacement parts and/or components will only pass to **You** when **You** have paid our **Authorised Contractor** for them.

Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.

**We** will not be responsible for any delay in the provision, or unavailability, of spare parts by suppliers or manufacturers.

Any parts or components which are removed from **Your Boiler** by the **Authorised Contractor** will, unless **You** specify otherwise, be left with **You** and not removed from the **Property**. **You** should retain this part or component until **You** are satisfied that the new part or component has eliminated the fault and to allow for re-testing in the event of a further fault arising with **Your Boiler**.

For the avoidance of doubt, **We** will not fit replacement parts or components not sourced by **Us**.

If the **Authorised Contractor** needs to leave the **Property** to source replacement components or parts, **Your** approval of the cost of any such replacement components and/or parts, and any additional labour charges (if applicable) is required before the **Authorised Contractor** will return to fit the replacement components and/or parts. In certain circumstances depending on the cost or availability of a replacement component or part, Ireland Assist Limited will require payment in full in advance for the replacement component or part upon ordering.

## Warranties

If **You** have purchased our **Boiler Service & Repair Plan**, and during the course of this **Plan** experience any problems with the **Boiler** after **Your Annual Boiler Service** has been carried out by the **Authorised Contractor**, the call out fee and first 40 minutes of labour is covered while attempting to resolve the issue – this **Boiler Repair** is available once per annum under **Your Boiler Service & Repair Plan**. Additional time spent fault finding, carrying out the **Boiler Repair** and/or replacing parts or components will be charged in 15 minute units.

All work undertaken by the **Authorised Contractor** while repairing the **Boiler** carries a sixty (60) day warranty from the date on which the work is carried out by the **Authorised Contractor**. Subject to the other provisions of this section, if **You** have any problems with the **Boiler** in the 60-day period after the work has been done there will be no call out charge applied if the **Authorised Contractor** has to call back to the **Property**.



However, if, when the **Authorised Contractor** returns and identifies a problem with the **Boiler** that is not related to the **Boiler Repair** or **Boiler Service** previously carried out, the **Authorised Contractor** will advise **You** of the cost of the labour and any replacement parts or components necessary to rectify the matter. Subject to **Your** signed authorisation, the **Authorised Contractor** will then fix the problem and **You** will be charged for the time it takes for the **Authorised Contractor** to rectify the matter and for the cost of any necessary parts or components. Time will be charged in 15 minute units.

With regard to the supply of any replacement parts and/or components and of any other materials sourced as part of the **Boiler Repair** or **Boiler Service**, **We** warrant that at the time of installation the replacement parts and/ or components (as the case may be) and any other such materials will be of merchantable quality, and will be fit for the purpose for which they are supplied (within the meaning of section 10 of the Sale of Goods Acts, 1893 and 1980). **We** also warrant that, to the extent that statutory provisions apply to the **Boiler Repair**, **We** shall comply with same. A warranty of one year will apply to any parts installed by Ireland Assist Limited from date of installation.

With regard to the **Boiler Repair**, **We** warrant that:

- the **Authorised Contractor** has the necessary skill, training, qualification and experience to carry out the works pursuant to the **Boiler Repair Agreement**;
- the **Authorised Contractor** will carry out the **Boiler Repair** with due skill, care and diligence provided always that where the **Authorised Contractor** has complied with all the manufacturer's instructions and guidelines, **I.S. 813**, the **Authorised Contractor** shall be regarded as having met the appropriate standard of skill, care and diligence; and
- where materials are used for the purposes of the **Boiler Repair**, they will be sound and reasonably fit for the purpose for which they are required.

In addition to the warranties set out in above but subject to the following, **We** will, within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the **Boiler Repair**, repair or replace free of charge any faulty replacement parts or components sourced by **Us** under the **Boiler Repair Agreement**. This shall apply only to defects which appear within a period of 12 months (unless otherwise specified by the manufacturer) from the date that the parts and/or components were replaced and provided any defect is notified to **Us** in writing within 21 days of when **You** become or ought reasonably to have become aware of the defect. **Your** rights under this clause 9.4 are in addition to and not in substitution of **Your** rights at law.

**You** represent and warrant to **Us** that:

- **You** are the owner of the **Property** or have full power and authority to execute and deliver the **Boiler Repair Agreement** and to comply with the provision of, and perform all of **Your** obligations and exercise all of **Your** rights under the **Boiler Repair Agreement**;
- all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity, and enforceability of the **Boiler Repair Agreement** have been obtained and are in full force and effect; and
- **You** will perform **Your** obligations and exercise **Your** rights under the **Boiler Repair Agreement** in accordance with all applicable laws and regulations.

**We** will not be responsible or have any liability for the following faults or defects or any work required to rectify same (including, for the avoidance of doubt, during the 60-day warranty period):

- (i) any defect or damage occurring from a failure of the electricity, fuel or water supply;
- (ii) failure of the pump due to water leaking from the isolating valves or the connecting pipework or components;
- (iii) any defects or inadequacy attributable to the original design of the central heating system, including but not limited to pitching, sludging of water, lime scale formation;
- (iv) defects or malfunctions due to faulty materials or workmanship in manufacture;
- (v) any defect or malfunction which arises as a result of any other cause not due to the neglect or default of **Us** / our **Approved Contractor**;
- (vi) normal wear and tear or any deterioration in the condition, effectiveness or operation of the central heating installation, radiators, pipework or any part thereof as a result of its use or the passing of time;
- (vii) any consequential or indirect loss suffered because of water leaks and/or a breakdown of the **Boiler** and the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means;
- (viii) any defect caused through malicious or wilful action, negligence, misuse or third party interference;  
any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
- (ix) any modification, adjustment or repair to the Installation by a third party;
- (x) any defect or damage or detrimental effect to the appliance due to contamination (including by water, bacteria, sediment or sludge) of fuel or lack of fuel supply;
- (xi) any defect or damage or detrimental effect due to the incorrect fuel supply by a third party

## Condition of Boiler

Your **Boiler** may not have been manufactured or installed satisfactorily or to the prevailing standards or regulations at the time of manufacture or installation. **We** do not accept any responsibility for any inadequacy attributable to the original design, manufacture or installation of any **Boiler** and make no warranty as to fitness for purpose or condition.

## Safety message

If our **Authorised Contractor** finds that **Your Boiler** is unsafe (and, if relevant, it cannot be immediately repaired) the **Authorised Contractor** shall label it and with **Your** permission condemn it (and disconnect/ isolate it), and it must not be used again until the fault has been corrected. This is extremely important for the safety of those at the **Property**.

Note all the **Authorised Contractors We** use for the **Boiler Service** will be Registered Gas Installers for Gas Boiler Service.

## Notice of Hazard

**We** may issue a **Notice of Hazard** as per **I.S. 813** and or the manufacturer's instructions in a number of different circumstances including, without limitation, where, in the opinion of the **Authorised Contractor**, (i) Level A: the appliance installation does not conform to standard but is safe to continue to use pending rectification; (ii) Level B: the appliance installation does not conform to standard and is considered unsafe and requires immediate isolation of the appliance pending rectification; (iii) Level C: the complete installation is unsafe for continued use and requires immediate isolation at the meter pending rectification.

In circumstances where **We** have issued a **Notice of Hazard** where **We** have not been in a position to fully inspect/test any part of the installation of the **Boiler We** will not accept any responsibility or liability for the quality or condition of the **Boiler** and for any loss or damage arising out of or in connection with the issuance of a **Notice of Hazard** by **Us**.

Where **We** have issued a **Notice of Hazard** identifying remedial action in respect of the **Boiler** but, in the opinion of the **Authorised Contractor**, it is safe to continue with the **Boiler Repair** or **Boiler Service** without **You** first taking the recommended remedial action, it is solely **Your** responsibility to take the recommended remedial action following the **Boiler Repair** or **Boiler Service**. **We** will, if possible, provide **You** with an estimate of the likely time required and cost involved to complete the recommended remedial action. It may also be possible to make arrangements with the **Authorised Contractor** for this recommended remedial action to be carried out by **Us** at a later date.

**We** will not be obliged to commence or continue with a **Boiler Repair** or **Boiler Service** where, in the opinion of an **Authorised Contractor** there is a **Health and Safety** or non conformance to standard issue (which will be detailed in the **Notice of Hazard** where relevant) that means it is inappropriate, unsafe or otherwise unsuitable for the **Boiler Repair Agreement** to commence or continue and in such circumstances **We** may terminate the **Boiler Repair Agreement**. In such circumstances **We** will deem the **Boiler Repair** to have been completed and no refund in fees will be provided. **We** reserve the right to contact the relevant local authority if **We** consider it necessary in the interest of **Health and Safety**.

**We** will not be liable for any losses, liabilities, costs, penalties, fines, damages, defects or personal injuries arising out of or in connection with **Your** decision not to carry out any remedial work recommended to **You** in a **Notice of Hazard** or to take any advice given to **You** by the **Authorised Contractor** and/or notified to **You** in a **Notice of Hazard**. **You** agree to indemnify **Us** and keep **Us** indemnified in respect of any losses, liabilities, costs, penalties, fines, damages, expenses, actions, claims or proceedings arising out of or in connection with any claim brought, made or threatened by a third party against **Us** relating to or in connection with **Your** decision not to carry out any remedial work recommended to **You** by **Us** in a **Notice of Hazard** or to take any advice given to **You** by the **Authorised Contractor** and/or notified to **You** in a **Notice of Hazard**.

## Dangerous Waste Material

Should **We** find asbestos or other dangerous or potentially dangerous waste materials in or around the **Property**, then **You** will need to engage a specialist competent contractor to arrange for the removal of such dangerous waste material before the **Boiler Repair** may proceed or continue. When **You** have had all asbestos removed, a certificate from the specialist competent contractor certifying the absence of asbestos exposure risk as referred to in the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (or any amendment thereof or replacement Regulations), must be provided to **Us** before **We** will do any further work to **Your Property**.

## Subcontractors

**We** reserve the right to use sub-contractors to carry out all or any part of the **Boiler Repair** and **Boiler Service**.

## Limitation of Liability

**We** shall not be liable if **We**, and/or the **Authorised Contractor**, are unable to carry out our obligations due to industrial disputes or any other cause outside our reasonable control, including but not limited to Acts of God, explosion, flood or other natural disaster, lightning, tempest, fire or accident; war or threat of war, sabotage, insurrection, riot, invasion, terrorist attack or threat of terrorist attack, civil disturbance or disorder, industrial disputes, strikes and lockouts; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority; import or export regulations or embargoes; defaults of suppliers or sub-contractors; or any act or omission of any nature whatsoever on the part of the customer or its agents.

**We** have no obligation, duty or liability to **You** in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud or liability in the event of the death or personal injury of the customer attributed to Ireland Assist Limited and nothing herein purports to contract out of the implied undertakings as to quality of service in section 39 of the Sale of Goods and Supply of Services Act 1980.

**Our** sole liability, and **Your** sole remedy, in contract, tort, or otherwise (excluding any liability for fraud or death or personal injury) shall be limited to €1,000.

**We** will not be liable to **You** under this Agreement in contract, tort or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits.

Except as set out in these **Terms and Conditions**, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

This section (**Subcontractors**) shall survive termination of this Agreement.

## Data Protection

**We** use **Your** personal data in the following ways:

- to provide **You** with the services under this Agreement, this may include disclosing information to our agents who provide services on our behalf under this Agreement;
- to confirm, maintain, update and improve our customer records;
- to help in processing any applications **You** may make;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to carry out studies of statistics and service rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults

**We** may share **Your** details with other companies within the MAPFRE group and with **Iberdrola Ireland** to support the administration of **Your Plan**. **We** deal with third parties that **We** trust to treat our customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this **Plan** will be held on our computer records and stored according to the GDPR. **We** will not keep **Your** personal information for longer than necessary.

**You** are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. If **You** would like a copy of **Your** information, please contact our Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA Telephone: +44 (0) 1179 308926 Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

If **You** require more information in relation to how **We** process data and **Your** rights please contact **Us** at the address above.

### **Iberdrola Ireland's use of your information**

**Iberdrola Ireland** (on behalf of Ireland Assist Limited) will use **Your** personal information to arrange and renew **Your Boiler Repair Plan** or **Boiler Service & Repair Plan**, to administer payments, to send you correspondence and documents in respect of **Your Plan** and to process complaints in relation to **Your Plan**.

**Iberdrola Ireland** will also use **Your** personal information (including **Your** name, address, contact details and payment details):- to deal with any complaints which relate to Iberdrola Ireland or the activities carried out by **Iberdrola Ireland** in relation to **Your Plan**; for its legitimate business interests - **You** will find more information on this in Iberdrola Ireland's Privacy Information Notice (which **You** can find on its website at [Iberdrola.ie/privacy](http://Iberdrola.ie/privacy) which include marketing **Iberdrola Ireland's** products and services to **You**.

## General

### Notices

Any notice or account sent by ordinary post pursuant to the **Boiler Care Plan** shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by **You** by electronic mail shall be deemed to have been received upon confirmation of receipt from Ireland Assist Limited by electronic mail or by post.

Any notice required or permitted to be given by **You** shall be in writing addressed to Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland or such other address or electronic mail address as may be provided to the Customer by Ireland Assist Limited from time to time.

### Amendments

**We** reserve the right to change the **Terms and Conditions** of this Agreement by giving written notice to **You** as soon as is reasonably practicable prior to the changes being introduced.

### No waiver

No forbearance, indulgence or relaxation on the part of Ireland Assist Limited shown or granted to **You** shall in any way affect, diminish, restrict or prejudice the rights or powers of Ireland Assist Limited or operate as or be deemed to be a waiver of any breach of these **Terms and Conditions**.

### Severance

If any provision of these **Terms and Conditions** is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

### Governing Law

These **Terms and Conditions** shall be governed by and construed in accordance with Irish law. The **Parties** submit to the exclusive jurisdiction of the courts of Ireland.

### Entire Agreement

The **Parties** acknowledge that this Agreement constitutes the complete agreement between the **Parties** and supersedes all prior statements, understandings, agreements, representations or communications whether written or oral between the **Parties** relating to the subject matter hereof, but no term purports to exclude liability for fraud.

### Customer Service Details

For customer services queries in relation to the sale of the **Plans** or **Your** energy tariff call 1800 300170 or by email to [contactus@iberdrola.ie](mailto:contactus@iberdrola.ie) or write to **Us** at **Iberdrola Ireland** Customer Service Team, Iberdrola, PO BOX 13051, Dublin 2 unless the **Boiler Service** has already been carried out.

Calls to this number are free. Calls may be recorded and monitored for quality and training purposes. Lines are open Monday to Friday 8am to 8pm & Saturday and Bank holidays 10am to 4pm.

### How to complain

If **You** wish to complain about the way the **Plan** was sold to **You**, please contact our Customer Services Team (see 'Customer Services Details' above). If **You** wish to complain about any other

aspect of **Your plan** and if **You** are unhappy with any service or contact **You** have with **Us**, **You** can register **Your** complaint with **Us** in any of the following ways:

- By calling our Customer Service Team at 0818401101.
- By email to [IEComplaintsNotifications@mapfre.com](mailto:IEComplaintsNotifications@mapfre.com)
- By letter to Ireland Assist Limited, Ireland Assist House, 22-26 Prospect Hill, Galway, H91 T3HK

## Restrictions on transferring your plan

**You** cannot transfer **Your Plan** to a new owner or to any other **Boiler**.

## Transfer of the plan to another provider

**We** may at any time assign and transfer **Your Plan** to another company, who will become the new provider of the **Plan**. The new provider of the **Plan** will perform the obligations set out in **Your Plan** as if it had been the original party to the **Plan** with **You** and, from then on, **Your** dealings will be with that party.

## Changes to the terms and conditions

**We** may modify or replace these **Terms and Conditions** in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the maintenance provided to **You**.

**We** will give **You** thirty (30) days' written notice of any change that could have a material effect on **Your** rights or obligations. The new **Terms and Conditions** will take effect from the date specified in the notice. If **You** do not agree with the changes, **You** must notify **Us** within that notice period and **We** will cancel **Your Plan** at the end of the period for which **You** have already paid.

## Exclusion of third party rights

This **Plan** is only for **Your** benefit. No rights or benefits will be given to any other third party under the **Plan**.

## Company information

Ireland Assist Limited, the provider of the **Plan**, a company registered in Ireland under company no. 172531 with its registered office at Ireland Assist House 22-26 Prospect Hill, Galway, Ireland.





# IBERDROLA

Iberdrola Ireland Ltd  
Registered in Dublin, Ireland No. 626546  
Registered Office, Fitzwilliam House,  
4 Upper Pembroke Street, Dublin 2, D02 VN24  
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