



# Irving Energy Equipment Protection Plan Coverage

Covered Repairs		
Boiler	Furnace	Labour
<ul style="list-style-type: none"> <li>• Fuel Burner Complete</li> <li>• Fuel Filter Complete</li> <li>• Fuel Pump Complete</li> <li>• Oil Safety Valve</li> <li>• Solenoid Valve</li> <li>• Aquastat</li> <li>• Circulator/Switching Relay</li> <li>• Dual Aquastat</li> <li>• Service Switch</li> <li>• High Limit Aquastat</li> <li>• Low Limit Control</li> <li>• Low Voltage Transformer</li> <li>• Standard Thermostat</li> <li>• Triple Aquastat</li> <li>• Combination Control</li> <li>• Primary Control</li> <li>• Air Vent</li> </ul>	<ul style="list-style-type: none"> <li>• Air Scoop</li> <li>• Mechanical Water Feeder</li> <li>• Check Valves</li> <li>• Circulator Complete: Water Lubricated Unit (one per year)</li> <li>• Expansion Tank (Diaphragm type)</li> <li>• Feed Valve</li> <li>• Flow Check Valves</li> <li>• Pressure Relief Valve</li> <li>• Temperature/Pressure Gauge</li> <li>• Zone Valve Complete (one per year)</li> <li>• Mixing Valve Element (domestic hot water)</li> <li>• Draft regulator</li> <li>• Pressuretrol</li> <li>• Low Water Cutoff (probe type)</li> </ul>	<ul style="list-style-type: none"> <li>• Fuel Burner Complete</li> <li>• Fuel Filter Complete</li> <li>• Fuel Pump Complete</li> <li>• Oil Safety Valve</li> <li>• Solenoid Valve</li> <li>• Service Switch</li> <li>• High Limit Control</li> <li>• Low Limit Control</li> <li>• Low Voltage Transformer</li> <li>• Standard Thermostat</li> <li>• Combination Control</li> <li>• Primary Control</li> <li>• Blower Assembly Complete</li> </ul>
		<p>All parts billable.</p> <p>Includes labour coverage only on parts covered by boiler and furnace plans.</p>

Repairs Not Covered			
<ul style="list-style-type: none"> <li>• Sidewall vent parts</li> <li>• Plate heat exchanger</li> <li>• Ductwork</li> <li>• Tankless coils and gaskets</li> <li>• Boiler sections, heat exchangers, draft inducers, power venters, or boiler dry-base</li> <li>• Boiler setback and/or temperature reset controls</li> <li>• Combustion chambers</li> <li>• Thermal Expansion Tanks</li> <li>• Motorized Dampers</li> <li>• Air conditioning equipment or household wiring</li> <li>• Fuel oil lines, fuel oil tank, tank gauge, or vent pipe alarm</li> <li>• Replacement of defective fuses</li> </ul>	<ul style="list-style-type: none"> <li>• Draining of expansion tanks</li> <li>• Descaling of domestic water coils</li> <li>• Repairs necessary to bring heating system into compliance with state or local codes</li> <li>• Replacement of entire appliance, including warrantee replacement</li> <li>• System Manager for System 2000 Models</li> <li>• Steam Zone Valves</li> <li>• Chimney Liners</li> <li>• Low Water Cutoff (flushable)</li> <li>• Smoke Pipe</li> <li>• Integrated Control Boards</li> <li>• Programmable Thermostats</li> <li>• Roof Top Units</li> <li>• Indirect Water Heaters</li> </ul>	<ul style="list-style-type: none"> <li>• System antifreeze</li> <li>• Premature failure of components in Antifreeze induced systems</li> <li>• Customer's negligence, including unreasonable failure or delay in discovering heating system malfunction</li> <li>• Switches or valves found in "off" position</li> <li>• Thermostat set too low to call for heat</li> <li>• Failure of Customer's supply of electricity or water to heating system</li> <li>• Electrical failures unrelated to customer's heating system</li> <li>• Fuel flow problems (e.g. frozen or congealed oil lines)</li> <li>• Repairs or adjustments to Heating System performed by any person, other</li> </ul>	<ul style="list-style-type: none"> <li>• than an Irving agent or employee, except as instructed by Irving</li> <li>• Discovery or removal of asbestos or other hazardous or toxic substance or materials</li> <li>• Clean-up of any oil spills or leaks arising from heating system, fuel lines, or tank</li> <li>• Flooded basements, heating system freeze-ups, or pipe freeze-ups, even if due to a failure of a covered part</li> <li>• Inadequate fuel supply, including circumstances in which fuel is not delivered by Irving due to customer's unsatisfactory credit status</li> </ul>

## Terms & Conditions

**INSPECTION REQUIREMENTS.** Irving Energy (herein referred to as "Irving") shall have no obligation under the plan until such time as Irving has inspected and in its sole discretion, accepted customer's heating system, related equipment, and oil tank (collectively the "heating system"). Customer's heating system must operate in accordance with, and must have been installed in accordance with, all applicable federal, state, and local laws to be eligible for the plan. Repairs made by Irving to bring customer's heating system into acceptable condition will be billed separately and in addition to the price of the plan. Inspection of the oil tank is an exterior visual inspection only and cannot detect corrosion inside the oil tank. The inspection does not guarantee that the oil tank will not fail.

**EMERGENCY SERVICE.** Calls for service must be limited to normal business hours in order to be covered under the Irving service plan with one exception: if the heating system has experienced a complete mechanical failure and the customer is left without heat or hot water. Non-emergency service requests prior to 8 a.m. and after 5 p.m. on weekdays, or at any time on weekends and holidays will be invoiced at Irving's existing labour rates.

**REPAIRS.** The plans cover only those repairs and replacement parts specified under the "covered repairs" sections of this form resulting from the normal operation of customer's heating system during the effective period of the plan. All parts, equipment, and labour not expressly covered under the plans will be charged to customer at prevailing rates. Labour is only covered under the plans for the repair and replacement of covered parts, subject to the other terms and conditions of this contract.

Irving reserves the right to determine whether to repair or to replace covered parts that have failed. Replacement parts are subject to the manufacturers' warranty. Irving makes no warranties, either expressed or implied, regarding replacement parts. Irving shall have no obligation to replace or repair discontinued or obsolete parts for which no comparably priced substitute part exists, or which are not available through Irving's regular sources of supply.

**EXCEPTIONS.** The plans cover only reasonably accessible residential heating systems rated of 250,000 BTU output or less for Single and Double Occupancy Residences. Annual cleaning must be completed by September of current year.

**LIMITATION OF LIABILITY.** Irving shall not be liable for special, incidental, or consequential damages arising out of this contract or the plan. In no event shall Irving's liability arising from this contract or the plan exceed the amount of the contract payments received by Irving from customer during the current plan year.

Irving shall not be liable for failure or delay to provide the services described in the plan if such failure or delay results from conditions or circumstances beyond Irving's control, including but not limited to; strike or other labour disturbance, terrorism, fire, flood, hurricane, lightning, acts of God, supply shortages, governmental laws or regulations, or supplier's inability to supply parts.

The plans do not cover, and Irving disclaims any and all liability for, any damages, including environmental damages, incidental damages, or consequential damages, arising out of any fuel leakage or spillage from customer's oil lines, oil tanks, or any part of customer's heating system and related piping and other apparatus.

Final decisions on coverage under the Plan of a specific service or part shall be at the discretion of Irving, following a thorough diagnosis by Irving's agent or employee.

No service or parts under the Plan will be provided in the event that Irving's agent or employee refuses to enter the customer's residence due to the presence of animals, insects, or hazardous conditions.

**FUEL PURCHASE REQUIREMENT.** Heating oil and propane equipment protection plans are available only to Irving Energy heating oil and propane customers (who purchase a minimum 1,500 litres per year). Irving may terminate the plan immediately, and without refund to customer, if: (i) customer fails to have Irving supply all of customer's heating oil requirements, (ii) anyone other than Irving or Irving's designated agents renders services to the heating system, or (iii) payment on customer's account becomes delinquent.

**PARTS REMOVAL AND WARRANTY.** All parts removed from the customer's residence in connection with the installation of a replacement part become Irving property, and the customer assigns to Irving any assignable warranties available from any manufacturer or supplier of such removed part.

**DISCONTINUANCE.** Irving reserves the right to discontinue the Plan at any time. In any year in which such discontinuation occurs, if no services have been rendered under the Plan by Irving in the current coverage year the price of the Plan that the customer has paid for the current coverage year will be refunded on a pro rata basis, according to the number of days remaining in the year and Irving will complete any repairs or parts replacements covered by the Plan for which the customer has notified Irving up to the time of discontinuance.

**ASSIGNMENT.** The plan is not assignable or transferable by customer, upon sale of customer's residence or otherwise. Notwithstanding the foregoing, if customer moves to a residence within Irving's service and oil delivery area, and upon satisfactory inspection of customer's new heating system by Irving, customer may transfer the remaining portion of the plan to the new heating system, subject to the terms and conditions herein. Irving may assign this contract without consent of customer.

**CONTRACT TERM/RENEWAL.** The term of the plan shall be for a period ending one (1) year from the plan coverage start date and shall automatically renew at Irving's prevailing rate for successive one (1) year terms thereafter unless canceled by either party by written notice given prior to the renewal date.

**PAYMENT TERMS.** Bill payment is due within thirty (30) days after billing date unless other budget arrangements are made with Irving's credit department. If payment is not received within thirty (30) days, or in accordance with billing arrangements made, the plan is subject to cancellation and all work performed will be billed at Irving's normal rates. No customer refunds shall be granted after such time that Irving has performed any service to customer's heating system under the plan.

**ENTIRE AGREEMENT.** This contract embodies the entire agreement and understanding between Irving and customer with respect to the Plan. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. Irving reserves the right to change the terms and conditions of the Plan without notice or liability.