Home renovation rebate program and CleanBC home efficiency rebates¹ Additional terms and conditions

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In addition to the Home Renovation Rebate Program and CleanBC Home Efficiency Rebates (the "**Program**") terms and conditions set out on <u>bchydro.com/homerebates</u>, <u>fortisbc.com/homerebates</u> and <u>betterhomesbc.ca</u>,

the following additional terms and conditions will apply (together, the "**Program Rebate Requirements**"):

- Administrators. The Program is administered in whole or in part, by FortisBC Energy Inc., FortisBC Inc. (collectively, "FortisBC"), British Columbia Hydro and Power Authority ("BC Hydro"), and the Province of British Columbia as represented by the Minister of Energy, Mines and Petroleum Resources ("the Province"), together the "Administrators", in collaboration, from time to time, with additional third-party contributors (each, a "Collaborating Party").
- Each eligible applicant, ("Applicant") who makes certain energy-efficiency upgrades to their home in accordance with the Program Rebate Requirements ("Upgrade(s)") is eligible to receive a corresponding rebate(s) under the Program.
- To be eligible for a rebate(s) under the Program, each Applicant and each Upgrade must satisfy the eligibility and other requirements set out in the Program Rebate Requirements.
- 4. The Program Rebate Requirements are effective for Upgrade invoices dated on or after October 1, 2020.
- 5. Product Installation.
 - a. All equipment and products (as listed on the Program webpages) installed as part of an Upgrade must be new, in good working order and not previously installed in another home or building.
 - b. The Applicant is responsible for the safe removal, decommissioning, modification (where applicable), and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Applicant hereby agrees to the disposal of old equipment and products in accordance with the manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction. Old equipment must not be resold or reused.
- 6. Site verification: The Applicant will provide or ensure the Administrators or Administrators' contractors are granted access to the home and the eligible products/improvements upon written request to conduct a site verification of the home. The purpose of the site verification is to verify compliance, eligibility, disposal of old equipment and installation/operation of eligible Upgrades. Site verification may take place for one year following the receipt of a rebate application. The Applicant agrees to respond and provide access to the home and any requested information within 30 days of receipt of a site verification notice or risk their application being declined and/or rebates and bonuses forfeited. The Applicant must retain copies of all supporting documentation required for rebate eligibility for at least one year following the Administrators' receipt of the application.
- Required forms, documentation and deadlines
 The Applicant must submit a Program application form completed in full for all
 the Program rebates. If the Applicant is not the electric and/or gas utility
 account holder, the Applicant must submit the <u>Utility Account Holder</u>
 <u>Consent form</u> completed and signed by the account holder.
- Program changes. The Administrators may modify the terms or terminate the Program at any time and for any reason, without penalty or further obligation.
 Availability of funding. Funding is limited Administrators at their sole
- Availability of funding. Funding is limited. Administrators, at their sole discretion, may prioritize applications and determine level of rebate amount(s), if any, that the Applicant will receive.

10. Rebate amounts

Are as described on the Administrators' following websites: bchydro.com/homerebates fortisbc.com/homerebates

betterhomesbc.ca/

11. Timing and payment of rebate(s)

Rebate payments will be issued either in the form of a cheque, rebate provided via bill, or e-transfer to the Applicant. Only customers of BC Hydro are eligible for rebates provided via a bill offset. The rebate will be reflected on the customer's BC Hydro account as an offset of the amount owed by the customer to BC Hydro for electricity provided by BC Hydro. For clarity, such an offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the customer for electricity provided by BC Hydro under the applicable rate schedule, it is used simply as a mechanism for paying the rebate. FortisBC will only pay rebates by cheque to the Applicant. If a cheque has not been cashed within six months from the date of issue, the cheque will be considered null and void. Administrators are under no obligation to re-issue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.

a. Processing of applications may take up to 90 days from the date that all required application documents are received, or longer if application is selected for site verification. Administrators are not responsible or liable for lost, delayed, damaged, illegible or incomplete applications.

- 12. Acceptance/rejection of applications. Administrators reserve the right, in their sole discretion, to accept or reject applications for any reason.
- Binding decisions. Decisions of Administrators are final and binding and not subject to appeal. Administrators may provide reasons for their decisions but are under no obligation to do so.
- 14. **No liability.** Administrators, not being the designer, manufacturer, provider or installer of the products, equipment, services and/or improvements, make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, improvement or service, or skill of any contractor or energy advisor.
 - a. The Applicant and the energy advisor (if applicable) jointly and severally, hereby indemnify and save harmless the Administrators and their affiliates and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of the Applicant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.
 - b. The Applicant and the energy advisor (if applicable), jointly and severally, irrevocably waive any and all claims against, and irrevocably release and agree not to sue, any of the Administrators and any of their respective directors, officers, agents, contractors or representatives, and employees for and against all Losses arising from the Applicant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.
 a. This section will survive termination of the Program
 - c. This section will survive termination of the Program.
- Use and disclosure of information. By submitting an application, the Applicant consents and agrees that the Administrators and their contractors and authorized agents may:
 - contact the Applicant by phone, mail, email or other method to administer, implement, evaluate and research all elements of the Program, verify information, and to conduct surveys;
 - b. collect and use information (including personal information) contained in the application or acquired during participation in the Program (including in home assessments and during site verification) and may disclose the information to affiliates and contractors, the other Administrators, any Collaborating Party, Administrators, and the land/or and/or strata corporation (if applicable), to administer, implement and evaluate the Program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy efficiency programs; and
 - c. retrieve account information and bill data for a period of 5 years prior to, and 5 years after, the Program participation to evaluate consumption and energy savings attributable to the Program, and to collect, use and disclose such information and data pursuant to (b) above.
 - d. specifically with respect to the EnerGuide home evaluation program, the disclosure of their personal information to NRCan, the Administrators and any Collaborating Party for the purposes of administering the Program, evaluating effectiveness, undertaking analysis, research, and designing new energy-efficiency programs. The Participant hereby authorizes the Administrators and Collaborating Parties to collect this information indirectly through NRCan and/or the Energy Advisor, knowing that all parties must, at a minimum, safeguard the Applicant's information according to information protection standards under applicable federal and provincial privacy legislation;
- 16. Administrators collect, use and disclose personal information pursuant to section 15(b), in accordance with the following:
 - a. <u>FortisBC</u> Personal Information Protection Act and FortisBC's Privacy Policy (available at <u>fortisbc.com/privacy</u>).
 - b. <u>BC Hydro</u> Freedom of Information and Protection of Privacy Act and BC Hydro's Privacy Policy (available at <u>bchydro.com/privacy</u>). BC Hydro's collection, use, and disclosure occur in furtherance of its energy conservation mandate and obligations under the *Clean Energy Act* and the *Utilities Commission Act*. For more information, contact BC Hydro's Customer Service at 604-224-9376 or 1-800-224-9376 outside of the Lower Mainland.
 - c. <u>The Province</u> Freedom of Information and Protection of Privacy Act, section 26(c). For more information, contact: a Senior Energy Efficiency Coordinator at <u>betterhomesbc@gov.bc.ca</u> or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.

 $^{^{\}rm 1}$ This program is funded, in part, by the Province of British Columbia and Government of Canada.