

# Home renovation rebate program and CleanBC Home efficiency rebates<sup>1</sup>

## ADDITIONAL TERMS AND CONDITIONS

In addition to the Home Renovation Rebate Program and CleanBC Home Efficiency Rebates (the “**Program**”) terms and conditions set out on [bchydro.com/homerebates](http://bchydro.com/homerebates), [fortisbc.com/homerebates](http://fortisbc.com/homerebates) and [betterhomesbc.ca](http://betterhomesbc.ca), the following additional terms and conditions will apply (together, the “**Program Rebate Requirements**”):

- 1. 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 Low Carbon Innovation (“the Province”) and, together with FortisBC and BC Hydro the “**Administrators**”, in collaboration, from time to time, with additional third-party contributors (each, a “**Collaborating Party**”).
- 2.** 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, which is comprised of the terms and conditions as listed herein and the terms and conditions as set out on [bchydro.com/homerebates](http://bchydro.com/homerebates), [fortisbc.com/homerebates](http://fortisbc.com/homerebates) and [betterhomesbc.ca](http://betterhomesbc.ca).
- 3.** Each eligible applicant, (“**Applicant**”) who makes certain energy-efficiency upgrades to their homes in accordance with the Program Rebate Requirements (“**Upgrade(s)**”) is eligible to receive a corresponding rebate(s) under the Program.
- 4.** The Program Rebate Requirements are effective for Upgrade invoices dated on or after October 1, 2023.
- 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.
  - c.** In the event that the Administrators determine, acting reasonably, that the Applicant, uninstalled, removed, decommissioned, or caused to be uninstalled, removed, or decommissioned the equipment or products installed as part of an Upgrade(s) within one (1) year of the Administrator issuing the Applicant’s rebate, the Applicant agrees to return the funds received for the rebate to the Administrators in the form and method indicated by the Administrators. The Applicant will remain liable to the Administrators for the rebate amount until such funds are returned to the Administrators.
- 6. Site verification:** The Applicant will provide or ensure the Administrators 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 equipment and products. Site verification may take place for one year following the receipt of a rebate application. Applicants agree 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. Applicants must retain copies of all supporting documentation required for rebate eligibility for at least one year following the Administrators’ receipt of the application.
- 7. Required forms, documentation and deadlines:** An Applicant must submit an 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 Utility Account Holder Consent form completed and signed by the account holder.
- 8. Program changes:** The Administrators may modify the terms or terminate the Program at any time and for any reason, without penalty or further obligation.
- 9.** Availability of funding. Funding is limited. Administrators, at their sole discretion, may prioritize applications and determine level of rebate amount, if any, Applicant will receive.
- 10. Rebate amounts:** Are as listed on the Program webpages. Amounts are subject to change.

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<sup>1</sup> This program is funded, in part, by the Province of British Columbia and Government of Canada.

- 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.
- 13. 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 the skill or suitability of any contractor. The Administrators accept no liability or responsibility for the products, improvements, the services or use of any contractor as it relates to the Program. For Program products and installations that require an Applicant to choose a contractor from the Home Performance Contractor Network ("HPCN"), the purpose of that requirement is that those contractors have met the HPCN standards. The Applicant agrees that notwithstanding that the Applicant is required to choose a contractor from the HPCN, the Administrators make no representation or warranty whatsoever, express or implied, as to the quality of any service or skill of any contractor or their suitability to perform any work associated with the Program. The Administrators accept no responsibility or liability for the services, including, but not limited to, the quality of the work done by the contractor, or the Applicant's choice of contractor. The Applicant hereby indemnifies and holds harmless the Administrators, including their affiliates, and any of their respective officers, directors, employees, agents, contractors or representatives from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Administrators may sustain, incur, suffer or be put to at any time during or after the Applicant's participation in the Program, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Applicant. This section will survive the termination of the Applicant's participation in the Program.
- 15. Release:** The Applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, the Administrators, their affiliates or any of their respective officers, directors, employees, agents, contractors or representatives for any and all loss or damage arising from participation in the Program or the installation and/or use of products, equipment, services or improvements. This section will survive the termination of the Applicant's participation in the Program.
- 16. Use and disclosure of information:** By submitting an application, the Applicant consents and agrees that the Administrators and their contractors and authorized agents may:
- a. 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 landlord 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 energyefficiency programs. The Applicant 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;

17. Administrators collect, use and disclose personal information to section 16(b), in accordance with the following:
- a. **FortisBC**—Personal Information Protection Act and FortisBC’s Privacy Policy (available at [fortisbc.com/privacy](https://fortisbc.com/privacy)).
  - b. **BC Hydro**—Freedom of Information and Protection of Privacy Act and BC Hydro’s Privacy Policy (available at [bchydro.com/privacy](https://bchydro.com/privacy)). 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. **The Province**—Freedom of Information and Protection of Privacy Act, section 26(c). For more information, contact: a Senior Energy Efficiency Coordinator at [betterhomesbc@gov.bc.ca](mailto:betterhomesbc@gov.bc.ca) or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.