

PART III—Terms and conditions

The following terms and conditions (the “**Terms and Conditions**”) govern applicants’ participation in the Energy Conservation Assistance Program (the “**Program**” or “**ECAP**”), pursuant to which eligible applicants may receive certain energy efficient and other products.

1. The ECAP

- (a) **Partners:** The ECAP is, as applicable, administered, sponsored or funded, in whole or in part, by British Columbia Hydro and Power Authority (“**BC Hydro**”), FortisBC Energy Inc. and FortisBC Inc., (collectively “**FortisBC**”), and Pacific Northern Gas Ltd. (“**Pacific Northern Gas**” and together with BC Hydro and FortisBC, the “**Utility Partners**”), with funding from the Ministry of Energy and Climate Solutions (“**Government of British Columbia**”) and Environment and Climate Change Canada (“**Government of Canada**”).
- (b) **Eligible Residences:** Eligible residences for the ECAP include single family detached homes, townhomes, rowhomes, duplexes, triplexes, quadplexes, manufactured/mobile homes, and apartments or condominiums (collectively, “**Eligible Residences**”).
- (c) **Eligible Occupancy and Property Condition:** The Eligible Residence must be a fully serviced existing building suitable for human habitation that is occupied on a permanent year-round basis (attached garages, outbuildings, buildings under construction, and unoccupied buildings are not eligible) and deemed to be in suitable condition for the improvements available through the ECAP.
- (d) **Eligible Heating Types:** Eligible primary heating types for the ECAP include electric, natural gas, oil, propane, wood and diesel.
- (e) **Assessed Value of Eligible Residence:** The assessed value of the Eligible Residence must fall below an eligibility threshold established by the Utility Partners, which may vary by housing type and be adjusted from time to time to reflect market conditions. The Utility Partners may use the most recent publicly available assessed values of any Eligible Residences, such as those issued by the British Columbia Assessment Authority, to determine applicants’ eligibility to participate in the ECAP.
- (f) **Eligibility Requirements:** The applicant must:
 - be at least 19 years old at the time of submission of this application;
 - be an active residential account holder with electric and/or natural gas service for the Eligible Residence with one of the following utilities, as applicable:
 - electrical service with BC Hydro, FortisBC, the City of New Westminster, Grand Forks, Summerland, Penticton, or Nelson Hydro; and/or
 - natural gas service with FortisBC or Pacific Northern Gas;
 - be a lawful tenant or the owner of the Eligible Residence and occupy the Eligible Residence as their primary residence;
 - if a tenant, obtain consent from the owner in the form found at bchydro.com/ecap or fortisbc.com/ecap (the “**Landlord Consent**”) and submit the completed and signed Landlord Consent; and
 - have a combined household income that does not exceed the applicable amount specified at bchydro.com/ecap or fortisbc.com/ecap and submit one of the accepted proof of income documents specified therein for each member of their household 18 years of age or older (collectively, the “**Eligibility Requirements**”).
- (g) **Energy efficient offerings, home energy evaluation and installation**
 - The applicant agrees, if the applicant’s application to participate in the ECAP is approved, to have a home energy evaluation conducted by an ECAP approved evaluator appointed by the Utility Partners to receive personalized energy efficiency advice.
 - The applicant may also receive, at the sole and complete discretion of the Utility Partners, products and upgrade installations including the following (collectively, “**Energy-Efficient Products**”): LED light bulbs, carbon monoxide detectors, insulation in walls, attic, crawlspace and/or underbelly; and
 - BC Hydro residential customers with the following primary heating types may also be eligible for the following:
 - Primary electric heating: ducted heat pump and/or ductless heat pump;
 - Primary natural gas, oil, propane and wood: removal or decommissioning of current primary heating source and installation of an electric ducted or ductless heat pump; or
 - Pacific Northern Gas residential customers with the following primary heating types may also be eligible for the following:
 - Primary natural gas or propane heating: a dual fuel system; or
 - FortisBC electric and/or FortisBC natural gas residential customers with the following primary heating type may also be eligible for the following:
 - Primary electric heating: a ductless heat pump;
 - Primary natural gas heating: a dual fuel system which combines an electric heat pump with a natural gas furnace (only available for single family homes, townhomes, rowhomes, and du/tri/quadplexes);

- Clients of the regional health programs may be considered for a portable air conditioning unit upon submission of a medical referral letter, but only if they do not receive a heating/cooling system from the ECAP;
- Only single family detached homes, townhomes, rowhomes, duplexes, triplexes, quadplexes, manufactured/mobile homes are eligible for any Energy-Efficient Products from FortisBC under the ECAP.
- The applicant permits, if the application is approved, the Utility Partners' program delivery contractors (the "**Contractors**") to conduct an evaluation of the Eligible Residence and, if applicable, install Energy-Efficient Products at no cost to the applicant. If any of the Utility Partners, at their discretion, determine that the Eligible Residence qualifies for Energy-Efficient Products that include insulation, a dual fuel system and/or heat pumps, the applicant hereby permits the Contractors to conduct further home assessments and make additional improvements, subject to landlord and/or strata corporation consent, if applicable. Utility Partners, in their sole discretion, decide the energy efficiency upgrades (if any) to be implemented.
- The applicant will, if the applicant's application is approved, grant or ensure Utility Partners or their Contractors are granted, reasonable access to the Eligible Residence (including the applicable Energy-Efficient Products) upon request to conduct site visits to verify compliance, eligibility and installation/operation of energy efficiency upgrades (including the applicable Energy-Efficient Products).
- If eligible for Energy-Efficient Products, the applicant will grant permission to the Utility Partners and/or their contractors and invitees to return to the applicant's home after improvements have been made to review the installation of the Energy-Efficient Products for quality assurance and/or auditing purposes.
- Note, all Energy-Efficient Products installed at the residence become the property of the owner of the Eligible Residence. Accordingly, if the applicant is renting the Eligible Residence, such Energy-Efficient Products must not be removed or altered upon vacating the premise, unless otherwise agreed to by the owner of the Eligible Residence.

(h) Program Participation Limit: Households (determined by service address) that have participated in ECAP within the previous ten years may not be eligible for additional Program participation. In limited circumstances, a household may be assessed for eligibility for further participation, subject to applicable Program requirements, including, funding availability, program capacity and Program terms and conditions.

(i) Service Timing: Services for applicants in remote or hard-to-service locations and the timing thereof may vary.

2. General Terms and Conditions: The following terms and conditions apply to all applicants:

(a) Representations and Warranties. The applicant represents and warrants that they satisfy the applicable Eligibility Requirements referred to in these Terms and Conditions.

(b) Changes to the ECAP. The Utility Partners may modify any Terms and Conditions or any of the requirements for ECAP eligibility or modify or terminate any program or offer referred to in these Terms and Conditions at any time and for any reason, without notice, penalty or obligation. Dates are subject to change.

(c) Availability of funding. Funding is limited. Utility Partners, at their sole discretion, may prioritize certain applications over others and determine the level of funding or the provision of any products, if any, an applicant may receive. The availability, timing, and amount of Program support are subject to available program funding.

(d) Acceptance/rejection of applications. Utility Partners are not obligated to provide Program support to any applicants, including those who meet all Program eligibility criteria. Utility Partners reserve the right, in their sole discretion, to accept or reject applications for any reason, whether or not Eligibility Requirements are met.

(e) Binding decisions. Decisions of Utility Partners are final and binding and not subject to appeal. Utility Partners may provide reasons for their decisions but are under no obligation to do so.

(f) Potential changes to energy usage: The applicant acknowledges and agrees that the Energy-Efficient Products may impact the residential property's usage of natural gas and/or electricity.

(g) No representations and warranties; No liability; Indemnification. Utility Partners, not being the designer, manufacturer, provider or installer of the products and/or improvements under ECAP, make no representations or warranties whatsoever of any kind, including as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any potential cost, any product, improvement or service, or skill of any contractor (including the Contractors). The applicant does hereby indemnify and save harmless the Utility Partners and their affiliates, and their respective directors, officers, agents, employees, contractors (including the Contractors) and those for whom the Utility Partners may be responsible at law (collectively, the "Utility Partner Parties"), from any and all liability, damages, claims, suits, demands, expenses and costs for claims, costs for injury or death of any person including without limitation any invitees to the Eligible Residence (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 ECAP and/or the implementation of any recommendations related to the ECAP, including the installation and/or use of the Energy-Efficient Products or any recommended products and improvements and any breaches of any tenancy or other similar agreement involving the applicant or any strata or other bylaws or rules applicable to the Eligible Residence.

The applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue the Utility Parties or any of the Utility Partner Parties for and against any and all Losses arising from the applicant's participation in the ECAP and/or the implementation of any recommendations related to the ECAP, including the installation and/or use of the Energy-Efficient Products or any recommended products and improvements and any breaches of any tenancy or other similar agreement involving the applicant or any strata or other bylaws or rules applicable to the Eligible Residence. This section will survive the completion of the ECAP, or expiry, cancellation, or termination of these Terms and Conditions.

(h) Collection, use and disclosure of personal information: The Utility Partners collect, use and disclose personal information in accordance with the following policies:

- FortisBC—*Personal Information Protection Act* (BC) and FortisBC's Privacy Policy (available at fortisbc.com/privacy).
- BC Hydro—*Freedom of Information and Protection of Privacy Act* (BC) and BC Hydro's Privacy Policy (available at bchydro.com/privacy).
- Pacific Northern Gas—*Personal Information Protection Act* and PNG's Privacy Policy (available at png.ca/privacy-policy).
- Consent: The applicant expressly agrees and consents that the Utility Partners 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 ECAP, verify information, to conduct surveys, and to provide the applicant with further information on this or other similar conservation-related programs;
 - b. collect and use information (including personal information) contained in the application (including any supporting documentation) or acquired during and after participation in the ECAP (including in home assessments and during site visits) and may disclose the information to their affiliates and contractors, the other Utility Partners, and other ECAP partners (if applicable), and the landlord and /or strata corporation (if applicable), to administer, implement and evaluate the ECAP, to conduct research, to confirm eligibility, to recommend and install Energy-Efficient Products, to verify compliance, for quality assurance, to verify effectiveness of the ECAP, and to expand existing programs and develop other energy conservation programs. Information collected, used and disclosed includes but is not limited to: health and safety assessment results, products installed, photos of current and new equipment installed in the home and building information; and
 - c. retrieve account information and bill data for a period of 3 years prior to, and 3 years after, ECAP participation to evaluate consumption behavior and energy savings attributable to the ECAP, and to collect, use and disclose such information and data pursuant to subsection 2(h) above.