

Part VII – Additional terms and conditions

In addition to the Income Qualified Rebate Program (the “Program”) terms and conditions set out on [Rebates & offers for home](#) the following additional terms and conditions will apply to the Program (the “Program Rebate Requirements”):

1. The Program is administered in whole by FortisBC Energy Inc. and FortisBC Inc. (collectively, “FortisBC”).
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 [Rebates and offers form home](#).
3. Each eligible applicant, (“Applicant”) who purchases and installs energy-efficient space and/or water heating equipment (“Upgrades”) to their homes in accordance with the Program Rebate Requirements is eligible to receive a corresponding rebate(s) under the Program.
4. **Income Qualification Requirements.**
 - a) The Applicant must provide proof of income for each resident of the home over the age of 18 years of age (an “Adult Resident”). It is the sole responsibility of the Applicant to obtain, and provide to FortisBC, the written consent from each Adult Resident to share their personal information with FortisBC and allow FortisBC to collect, use and disclose such information in accordance with section 16.
 - b) Preferred proof of income is a Canada Revenue Agency Notice of Assessment. FortisBC may, in its sole discretion, accept or require alternative or additional proof of income, which may include:
 - i. Social Assistance: monthly cheque stubs or printed copy of Confirmation of Assistance if registered for My Self Serve;
 - ii. Shelter Aid for Elderly Renters (SAFER): SAFER cheque stubs, acknowledgement letter or benefit change letter from BC Housing;
 - iii. Rental Assistance Program: Rental Assistance Program acknowledgement or benefit change letter from BC Housing; and/or
 - iv. National Child Benefit Supplement: benefit notice from Canada Revenue Agency; and
 - c) Address shown on Notice of Assessment should match the installation address, unless otherwise agreed by FortisBC in its sole discretion.
5. **Product Installation.**
 - a) All Upgrades installed 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 FortisBC is 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. 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 FortisBC’s receipt of the application.
7. **Required forms, documentation and deadlines**

An Applicant must submit an application form completed in full to be eligible for the Program rebates.
8. **Program changes.** FortisBC 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. FortisBC, at its sole discretion, may prioritize applications and determine level of rebate amount(s), if any, that the Applicant will receive.
10. **Rebate amounts**
 - a) Rebate amounts are as described on [Rebates and offers form home](#)
 - b) The amount of the rebate under the Program cannot exceed the cost on the invoice and the paid cost of the Upgrade.
- c) The Program cannot be combined with other Provincial or Federal funded rebate programs. Applicants who have applied for or received rebates under other programs are not eligible for rebates under the Program.
- d) Upgrade costs covered by warranty are not eligible for rebates.
- e) Financing or leasing agreements must result in the Applicant’s full ownership of the energy-efficient space and/or water heating equipment. A copy of the agreement may be requested by FortisBC.
11. **Timing and payment of rebate(s)**
 - a) 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.
 - b) FortisBC is under no obligation to re-issue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
 - c) 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. FortisBC is not responsible or liable for lost, delayed, damaged, illegible or incomplete applications.
12. **Acceptance/rejection of applications.** FortisBC reserves the right, in its sole discretion, to accept or reject applications for any reason.
13. **Binding decisions.** Decisions of FortisBC are final and binding and not subject to appeal. FortisBC may provide reasons for its decisions but is under no obligation to do so.
14. **No liability.** FortisBC, not being the designer, manufacturer, provider or installer of the Upgrades, services and/or improvements, makes 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. FortisBC accepts 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 to ensure 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, FortisBC makes 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. FortisBC accepts 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 FortisBC, including its 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 FortisBC may sustain, incur, suffer or be put to at any time during or after the Applicant’s participation in the Program. 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, FortisBC, its 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 Upgrades, services or improvements.
16. **Use and disclosure of information.** By submitting an application, the Applicant consents and agrees that FortisBC and FortisBC’s 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) contact the Applicant by phone, mail, email or other method for the purposes of providing the Applicant with further information on this or other similar conservation-related programs;
 - c) 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, 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
 - d) 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 (c) above.

FortisBC collects, uses and discloses personal information pursuant to section 16(c) in accordance with the *Personal Information Protection Act* and FortisBC’s Privacy Policy (available at fortisbc.com/privacy).