

Part VII – Additional terms and conditions

In addition to the Income Qualified Space and Water Heating Program (the “Program”) terms and conditions set out on fortisbc.com/furnaceupgrade and/or fortisbc.com/waterheaterupgrade, the following additional terms and conditions will apply to the Program (the “Program Rebate Requirements”):

1. **Administrators.** The Program is administered in whole or in part, by FortisBC Energy Inc., (“FortisBC”), and the Province of British Columbia as represented by the Minister of Energy, Mines and Petroleum Resources (“the Province”)

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 fortisbc.com/furnaceupgrade and/or fortisbc.com/waterheaterupgrade.

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 property 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 9.

(b) Preferred proof of income is a Canada Revenue Agency Notice of Assessment. FortisBC may, at its 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.

(iv) National Child Benefit Supplement: benefit notice from Canada Revenue Agency.

(c) Address shown on Notice of Assessment should match the installation address, unless otherwise agreed by FortisBC in its discretion.

5. The Program Rebate Requirements are effective for Upgrade invoices for appliances dated on or after April 1, 2019 and Upgrade invoices for thermostats dated on or after July 1, 2019.

6. **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.

7. **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 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 the Administrators’ receipt of the application.

8. **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.

9. **Program changes.** The Administrators may modify the terms or terminate the Program at any time and for any reason, without penalty or further obligation.

10. **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.

11. **Rebate amounts**

Are as described on fortisbc.com/furnaceupgrade and/or fortisbc.com/waterheaterupgrade.

12. **Timing and payment of rebate(s)**

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.

FortisBC is 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.

13. **Acceptance/rejection of applications.** Administrators reserve the right, in their sole discretion, to accept or reject applications for any reason.

14. **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.

15. **No liability.** Administrators, not being the designer, manufacturer, provider or installer of the Upgrades, 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. The Administrators accept no liability or responsibility for the products, improvements, the services or use of any contractor as it relates to the Program. The Applicant does hereby indemnify and save harmless FortisBC Energy Inc., FortisBC Inc. and their affiliates (together, “FortisBC”), 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. The Applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC and any of their respective officers, directors, employees, agents, contractors or representatives 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.

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.

17. Administrators collect, use and disclose personal pursuant 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).

b. **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 or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.