

Residential Energy Efficiency Kits Program

Terms and Conditions

These terms and conditions apply to the Residential Energy Efficiency Kits Program (“Program”). The Program was approved by the Virginia State Corporation Commission.

Any reference in these documents to “Dominion,” “Dominion Energy,” or “Dominion Energy Virginia” should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy Virginia, as well as its authorized agents and contractors.

Enrollment Qualifications and Requirements for Participation

1. Program is open to eligible customer participants on or after January 15, 2021.
2. To be considered eligible for this Program, Program participant must be a newly connected residential customer with a new Dominion customer account (“Customer”) living in the Commonwealth of Virginia. The Customer must receive Electric Supply Service and Electric Delivery Service in accordance with a residential rate schedule, such as Schedule 1. Customer must be the party that is responsible for the electric bill and either own the home or otherwise able to secure permission to complete measures.
3. Customer cannot initiate enrollment. Instead, each Customer will be identified by Dominion account data to receive a welcome kit from Dominion, providing free energy efficient products for the Customer to install in their home, along with an educational insert with information about opportunities to manage their home energy usage and instructions for opting in to receive additional measures for a one-time shipment at no cost to the Customer.
4. Dominion and/or its program administrators shall use commercially reasonable efforts to process and ship all opt-in orders which comply with these Terms and Conditions no later than 30 days after confirmation of Customer’s choice to receive the one-time additional measures.
5. By participating in the Program, the Customer understands they will receive no monetary incentive payment from Dominion. The energy efficient products, provided at no cost to the customer, coupled with the educational materials about opportunities to reduce home energy usage, represent the entirety of the incentive for Customer participation in the Program.
6. All products are provided “as is” without warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Replacements or refunds may be available in certain circumstances from the manufacturer for a damaged, non-functioning product.
7. Dominion and/or its designees including program administrators and evaluation contractors reserve the right to review qualifying premises, installations, and equipment to verify completion and measure energy savings to ensure compliance with all Program requirements and to evaluate Program results. Such reviews will be made at a time convenient to the Customer. Denial of such verification or misrepresentation of installation location or Customer eligibility may result in forfeiture of the Program benefits.
8. Program participation must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
9. The Customer understands that it may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.
10. Dominion retains the right to deny participation to Customer for failure to comply with the enrollment qualifications and requirements for participation.

11. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the energy efficient products and other Program benefits.

Other Requirements

1. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for, and make no representations or warranties (express or implied) about any aspect of Customer's participation in this Program, including, but not limited to, the quality or performance of the equipment or products provided by, the equipment or product warranty provided by, the quality of any work or labor supplied by, the quality of the materials supplied by, and/or the acts or omissions of itself or any vendor or contractor participating in the Program.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
4. Dominion retains all rights to energy and demand savings resulting from measures installed under this Program for a maximum of four years. To the extent applicable, Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under all its approved energy efficiency and demand response programs into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which the Company is a member. Customer's participation in this Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents, and contractors, including, but not limited to, any implementation partners, contractors and its measurement and verification vendor. Pertinent Customer information includes, but is not limited to, energy usage and billing information, account holder name, address, other contact information, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type, type of equipment or appliance at the home, and other information necessary to implement and monitor the Program, including other information as required by PJM or any other regulatory authority.
5. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any agreement between the Customer and a Program vendor or implementation partner. To the extent there is any conflict among such terms and conditions, these Program specific terms and conditions shall control.