



Pre-Owned EV Rebate Terms and Conditions

These terms and conditions apply to the San Diego Gas & Electric Company (“SDG&E”) Pre-Owned EV Rebate Program (“Program”). Rebate Applications may be submitted on and after April 30, 2024. There are two rebates available under the Program; the Standard Rebate and the Rebate Plus. Requirements for each rebate are explained below. Funds available for the Rebates are limited and are available on a first-come, first-served basis.

I. General Rebate Requirements

To be eligible for either the Standard Rebate or Rebate Plus, an applicant (“Applicant”) must:

- A. Be a customer of SDG&E with an active residential electric service account.
 1. SDG&E gas-only customers are not eligible.
 2. Applications with a vehicle registered at an address with a commercial account for SDG&E service are not eligible.
 3. Community Choice Aggregation (“CCA”) and Direct Access (“DA”) customers who receive electric delivery service from SDG&E are eligible.
 4. The name on the SDG&E Account does not need to match the Applicant’s name.

- B. On or after January 1, 2024, purchase or lease (for a term of at least twenty (20) months) a qualified pre-owned (used) Battery Electric Vehicle (“BEV”) or Plug-in Hybrid Electric Vehicle (“PHEV”) (collectively “EV”) listed on the California Air Resources Board’s High Occupancy Vehicle Lane Eligibility List found at <https://ww2.arb.ca.gov/eligible-carpool-sticker-list>. Fuel cell vehicles, electric bikes, electric motorcycles, electric scooters, and neighborhood vehicles are not eligible for the Rebate, even if they are included on the HOV Eligibility List. A leased vehicle must be leased from a registered dealership, vehicle retailer, or other approved leasing agency. A vehicle purchased or leased prior to January 1, 2024, is not eligible for a Rebate through this Program.
 1. For a vehicle to be considered pre-owned (used) for the purposes of the Rebate it must satisfy both (a) and (b):
 - a. The vehicle must have been registered to an individual or entity other than the Applicant or their joint owner prior to the Applicant’s purchase or lease; AND
 - b. The purchase or lease contract must indicate the vehicle is “used” OR the vehicle must have had more than 7,500 miles on the odometer at the time of purchase or lease.
 2. If neither of the above criteria are met, SDG&E may grant a Rebate, at its sole discretion, if the Applicant can provide other evidence demonstrating the vehicle was previously owned

by an individual prior to the Applicant purchasing or leasing the vehicle. If the vehicle's status is unclear, additional documentation may be required to confirm eligibility.

3. A vehicle is not considered pre-owned (used) for the purposes of the Rebate if:
 - a. The vehicle was previously an unregistered dealer demo, rollback, or unwind that had not been fully registered.
 - b. The Applicant received the California Clean Fuel Reward at the point of purchase or lease of the vehicle, regardless of the vehicle status listed on the contract.
 - c. The vehicle was leased by the Applicant or their current co-owner and the Applicant subsequently purchased the same vehicle.

- C. Register the vehicle at the same Service Address as the Applicant's residential SDG&E Account. The address on the Rebate Application must match the address listed on the vehicle registration and the Service Address associated with the residential SDG&E Account Number.

- D. Have the vehicle registered in the Applicant's individual name and have paid the current vehicle registration fees in the State of California. Vehicles registered in the name of a business are not eligible. **Note:** Paid registration for a Planned Non-Operational ("PNO") vehicle is not acceptable to meet the "proof of current vehicle registration" requirement.

- E. Provide a copy of the Applicant's valid California driver license. If the Applicant is living in California on military orders, the Applicant must provide a copy of a valid, out of state driver license and the military orders showing a duty station in California.

- F. Successfully submit a Rebate Application within 180 days after: (1) the date of first purchase; or (2) the lease of the EV by the Applicant. Applicants may not start a Rebate Application prior to purchase or lease and possession of a qualified EV. The Rebate Application is considered submitted after the application form is completed and all supporting documents are uploaded. The Applicant will be sent an email confirmation when the Rebate Application has been submitted. Some important notes:
 1. The date of purchase or lease is the date on the purchase or lease contract.
 2. If purchased in a private party sale (not from a registered dealer), the Transfer Date on the new owner's Certificate of Title will be considered the date of purchase. In a private party sale, SDG&E may require additional documentation to confirm the vehicle's purchase date.
 3. If an Applicant leased an eligible vehicle and subsequently purchased the same vehicle, the original vehicle status and lease date will be used for the purposes of determining eligibility for the Rebate. The original lease agreement must be submitted by the Applicant with the Rebate Application.

- G. Lease or own the vehicle with a current California registration for a minimum of twenty (20) consecutive months after the vehicle purchase or lease date. Lease terms of at least twenty (20) months are required for Rebate eligibility.
 1. If the Applicant is assuming a lease from a previous lessee, the number of months between the lease transfer date and the lease end date must be at least twenty (20) months to be eligible.

2. If the lease agreement submitted does not have a minimum 20-month lease term, the vehicle is not eligible for the Rebate.

II. Additional Requirements for the Rebate Plus Option

- A. Applicants that meet all requirements for the Standard Rebate may apply for the increased Rebate Plus option if they meet specific income-based criteria.
 1. Applicants who are claimed as a dependent for federal income tax purposes for the tax year the vehicle is purchased or leased, as verified on the last filed tax year's return are not eligible for the Rebate Plus option regardless of the Applicant's income.
 2. Applicants with a vehicle registered in the name of a trust are not eligible for the Rebate Plus option.
- B. Applicants must specifically apply for the Rebate Plus option to be considered. Applicants who apply for the Standard Rebate must cancel that application and submit a new Rebate Plus Application. If an Applicant receives the Standard Rebate, they may not apply for the Rebate Plus option for the same vehicle.
- C. Applicants may be eligible for the Rebate Plus option if they meet one or more of the income qualifications:
 1. The Applicant participates in and provides proof of enrollment, listing the Applicant as the participant, for at least one (1) eligible public assistance program at the date of purchase or lease of the qualified pre-owned (used) EV. The eligible public assistance programs are found at evrebates.sdge.com/program-requirements.
 - a. The Applicant's name must match the name of the participant enrolled in the eligible public assistance program to be eligible. The proof of enrollment must be dated within twelve (12) months of the Rebate Application submission date. Additional details on the proof of enrollment documentation may be required for specific public assistance programs. If enrollment cannot be verified or if required details are missing from provided documents, the Applicant must provide proof of enrollment in another eligible public assistance program or must go through income verification to be eligible for the Rebate Plus option.
 - b. Proof of enrollment documentation that lists the Applicant as a dependent will be considered proof of dependency status and the Applicant will not be eligible for the Rebate Plus option.
 2. The Applicant's household meets the annual gross income limits set for the household size and the county of residence within the SDG&E service territory at the time of vehicle purchase or lease. Income limits for each county in the SDG&E service territory are based on the State Income Limits set by California's Department of Housing and Community Development ("HCD") and are updated annually. Applicants can reference the current program income limits for each zip code and household size at evrebates.sdge.com/program-requirements.
 - a. For purposes of the Program, "household size" means the taxpayer(s) and any individuals who are claimed as dependents on the federal income tax return filed for

the same year of the purchase or lease date of the vehicle. If the federal income tax return for the year of purchase or lease has not yet been filed, the Applicant must provide a federal income tax return filed within two (2) years of the year the vehicle was purchased or leased. Individuals who reside at the SDG&E Service Account address but are not listed on the Applicant's filed tax return will not be included in the "household size" for the purposes of the Rebate Plus option.

- b. For purposes of the Program, "gross income" includes both taxable and non-taxable income prior to adjustments. This includes, but is not limited to, the following: Wages, unemployment, workers' compensation, Social Security, Supplemental Security Income ("SSI"), public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources.
- c. As proof of income eligibility, the Applicant must provide:
 - i. A completed Household Summary Form that reflects the household members included on the Applicant's most recently filed federal income tax return, including any spouse or dependents of any age; and
 - ii. A completed and signed IRS Form 4506-C for each person over the age of eighteen (18) included on the Applicant's filed federal income tax return, regardless of filing status, for the year in which the Applicant's vehicle was purchased or leased. Dependents of the Applicant that were seventeen (17) or younger on the date of vehicle purchase or lease do not need to complete a Form 4506-C.
- d. If a Rebate Plus Application is submitted prior to the deadline for the last complete tax year's return, the federal income tax return for the previous year is required. For example, an Applicant applying before the deadline to file their 2023 federal income tax return will be asked to fill out an IRS Form 4506-C for their 2022 federal income tax return. If an Applicant has filed for the most recent tax year before the tax filing deadline and the IRS has completed processing their return, then the Applicant may request that their income is evaluated on their most recently filed federal income tax return. This request must be made before the Applicant's Rebate Plus Application is processed.
 - i. *For example*, an Applicant who had already filed their 2023 taxes in February of 2024 and applied in March of 2024 may request that their tax return for tax year 2023 is evaluated. However, once Income Verification has been completed for a Rebate Plus Application, no requests to adjust tax years or household sizes to accommodate income limit eligibility will be accepted.
- e. If the tax return for the year of purchase or lease has not yet been filed, the federal income tax return most recently filed within two (2) years of the year the vehicle was purchased or leased will be requested for income verification.
- f. If the Applicant has not filed a federal income tax return within (2) years of the year the vehicle was purchased or leased, SDG&E may, at its sole discretion, consider additional documentation to calculate income. Examples of additional documentation that may be required include pay stubs, IRS Form W2, SSI benefit

documents, etc. Filing an extension for the tax year being requested is not considered filing for the purposes of the Program's income calculations. In these cases, additional documentation may be requested to evaluate the Applicant's income for that non-filing year. If the Applicant is unable to provide additional requested documentation to complete income verification, the Applicant will not be eligible for the Rebate Plus option.

III. Application Process

The following statements apply to all Rebate Applications submitted to the Program:

- A. Applicants must provide requested information to complete or correct Rebate Applications promptly within the time given by SDG&E. Failure to do so will result in rejection of the Application.
- B. An Applicant's name and address on the Rebate Application must be an exact match to at least one (1) name shown on the vehicle registration.
 - 1. If the SDG&E customer name entered on the Rebate Application is not an exact match, SDG&E may, in its sole discretion if it determines that the names are substantially similar, edit the Applicant's name to match that on the vehicle registration (e.g., "Matt" becomes "Matthew").
 - 2. If the SDG&E customer name entered on the Rebate Application is not the same name as at least one (1) registered owner of the vehicle on the vehicle registration, the Rebate Application will be rejected. A registered owner may submit a new Rebate Application in their own name, if eligible.
- C. Applicants with vehicles registered to a trust are eligible to apply for the Standard Rebate option in the name of the trust as it is written on the registration. Trust held vehicles are not eligible for the Rebate Plus option.
- D. All Program communications, such as requests for additional documentation, Rebate Application approval notifications, and payment notifications, will be sent via email. It is the Applicant's responsibility to ensure their email address is accurate and permits the receipt of Program emails. Denial of a Rebate due to failure to respond to electronic communication, including failure to respond due to Program emails being filtered as spam, is not appealable.
- E. Program requirements and these Terms and Conditions are subject to change, and the Program may be terminated at any time by SDG&E or the California Public Utilities Commission ("CPUC"). Any information provided in the Rebate Application specific to operating an electric vehicle, geographic location or interest in additional program offerings, may be made available to the CPUC and the California Air Resources Board ("CARB").

IV. Incentive Amounts

The current Standard Rebate and Rebate Plus amounts are listed on the Rebate Application. Rebate

amounts are subject to change at any time. The final Rebate amount the Applicant will be eligible for is the amount posted on the Program website at the time an Application is approved. Rebate funds are limited and are available on a first-come, first-served basis. Rebate checks must be deposited within 180 days of the date on the Rebate check. After 180 days the check will be void. SDG&E will not reissue a voided Rebate check.

V. Program Limitations

The following Program limitations apply to all Applicants:

- A. The Applicant and/or their household (i.e., all occupants using the same residential SDG&E Account Number), may receive up to one (1) Rebate for an eligible vehicle during the life of the Program. The Program Rebate may not be received if the Applicant, or a co-owner or co-lessee of the Applicant, previously received a California Clean Fuel Reward rebate for the same EV.
- B. A Rebate may only be issued to a registered owner or lessee once per each qualifying pre-owned (used) EV, as identified by the Vehicle Identification Number (“VIN”). If the qualifying pre-owned (used) EV is co-owned or co-leased, only one (1) co-owner or co-lessee is eligible for a Rebate, and no co-owner(s) or co-lessee(s) of the Applicant, at the time of purchase or lease or thereafter, may apply for a Rebate for the same EV at any time, even if the Applicant is removed from the vehicle registration or any owner(s)/lessee(s) move to a new residential address.
- C. Owner(s) or lessee(s) at the same residential address are eligible for only one (1) Rebate for the same qualified vehicle registered at that same address, as evidenced by the vehicle registration. The Applicant agrees not to apply, or to cause anyone else in the Applicant’s household to apply, for more than one (1) Rebate for the same EV, even if there is a transfer of ownership within the same household.
- D. A used vehicle that has previously been granted a rebate under this Program is not eligible for a second rebate.

VI. Acknowledgement and Certification

- A. The Applicant authorizes SDG&E to send email messages to the email address the Applicant provided related to the Rebate and the Program, including but not limited to, information about plug-in electric vehicles, electric vehicle rate plans, information about charging or charging programs, and surveys regarding the Applicant’s electric vehicle experience. The Applicant: (i) acknowledges that the Applicant is the authorized user of the email address provided in the Rebate Application; (ii) grants SDG&E express permission to send emails related to the Rebate Application until such permission is expressly revoked by the Applicant; and (iii) notwithstanding that this email address may be on the federal or a state’s Do Not Contact list, acknowledges that such emails sent by SDG&E shall not be in violation of any Do Not Contact list(s).
- B. The Applicant certifies that the information provided in the Applicant’s Rebate Application is true and correct. The Applicant agrees to provide any additional information that SDG&E may request to confirm the accuracy of the information provided and the Applicant’s eligibility for the Rebate.

The Applicant acknowledges and understands that obtaining rebates by submitting intentionally inaccurate information and/or making fraudulent misrepresentations or omissions is strictly prohibited, that any wrongfully obtained rebates must be refunded, and that the Applicant may be subject to additional civil and criminal liability as a result. The Applicant further understands that SDG&E may report and release information concerning such wrongdoing to state and local law enforcement, the California Department of Motor Vehicles, and any other appropriate authorities.

- C. The Rebate payment shall go directly to the Applicant listed on the Rebate Application. Payment cannot be assigned or transferred. Applicants are responsible for paying any tax liability imposed as a result of receiving the Rebate. Applicants should consult tax advisors concerning the taxability of the Rebate.
- D. SDG&E makes no representations, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any vehicle, discussed, selected, rejected, purchased/leased or otherwise considered by Applicant. Any decisions regarding the selection, design, purchase/lease, use and operation of any vehicle shall be at the sole discretion and are the sole responsibility of the Applicant. SDG&E does not guarantee energy or bill savings as a result of this Rebate or the purchase of an EV.
- E. Release and Indemnification: Applicant agrees to release and hold harmless SDG&E, its officers, directors, shareholders, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with the Program, the Applicant's receipt of the Rebate, failure to receive the Rebate, any taxes associated therewith, or Applicant's vehicle registration or registration status. SDG&E makes no representations or warranties regarding whether the Applicant will or will not qualify to receive the Rebate.

VII. Governing Law

These Terms and Conditions and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

VIII. Dispute Resolution

The Applicant shall attempt in good faith to resolve any dispute arising out of, or relating to, this transaction promptly by negotiations between the Program Administrator or their designated representative and an Applicant or their designees. Either party must give the other party, or parties, written notice of any dispute. Within thirty (30) calendar days after delivery of the notice, the parties shall meet, and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, any party may pursue other remedies including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and

settlement negotiations, to which Section 1152 of the California Evidence Code shall apply. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under these Terms and Conditions pending final resolution of any dispute arising out of, or relating to, the Program.

IX. Electronic Signature and Copies

The Applicant agrees that Program documents may be executed with signatures delivered electronically (e.g., PDF by email). Electronic signatures or the keeping of records in electronic form shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in the California Uniform Electronic Transactions Act (UETA) codified in Cal. Civ. Code §§ 1633.1 – 1633.17, inclusive of the California Civil Code and any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act (15 U.S. Code § 7001 et seq.).

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