

KID & COE COMMUNITY PROTECTION PROGRAM

DEFINITIONS

- A. In this protection program, **you** and **your** refer to the Property Owner shown in the Kid & Coe Contract. **We**, **us** and **our** refer to the Kid & Coe.
- B. Certain words and phrases are defined as follows:
- Aircraft** means any contrivance used or designed for flight including any parts whether or not attached to the aircraft, including model or hobby aircraft.
 - Bed Bug Infestation** means the infestation by Bed Bugs (*Cimex Lectularius*) which has been confirmed by a recognized pest control association member company in the residence premises.
 - Bodily Injury** means bodily harm, sickness or disease, including required care, loss of services and death resulting therefrom.
 - Business** includes trade, profession or occupation with the sole exception being Vacation Rentals as transacted through Kid & Coe.
 - Hovercraft** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - Property Owner** means the legal, registered owner of the **Residence Premises**.
 - Rental Location** means:
 - The residence premises;
 - other structures in the grounds of the **Residence Premises** and used by the Occupant as a residence; and which is shown in the Rental Agreement; OR
 - temporary premises where an Occupant is temporarily residing due to **Bed Bug Infestation** section C only.
 - Motor Vehicle** means:
 - a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration;
 - a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - a motorized golf cart, snowmobile, or other motorized land vehicle owned by any Beneficiary and designed for recreational use off public roads;
 - any vehicle while being towed by or carried on a vehicle included in 5a, 5b, or 5c.
 - Notice of Incident** means written notice to Kid & Coe of a **Bed Bug Infestation** Incident which must include Occupant's name, the identity of the **Residence Premises** involved and the date of the **Bed Bug Infestation** Incident during the Rental Period.
 - Occupant** means the person(s) renting the residence premises and named in the Vacation Rental Agreement, and their immediately family whilst residing at the residence premises
 - Vacation Rental Agreement** means the executed and legally binding contract for rental of the **Residence Premises**.
 - Property Damage** means physical injury to or destruction of tangible property, including loss of use of this property.
 - Remediation Costs** means all costs associated with replacement of soft furnishings, clean-up costs, temporary accommodation costs for affected occupant and loss of rental income subject to limits and terms of the protection program.
 - Residence Employee** means an employee of any **Property Owner** who performs household or domestic services duties in the residence premises.
 - Residence Premises** means the unit shown as the residence premises in the Rental Agreement.
 - Waiting Period** means when the period of loss of rental income exceeds the time specified in the Rental Agreement as **Waiting Period**. Once the **Waiting Period** is exceeded the loss of rental income applies from the date of the Bed Bug Infestation incident.
 - Watercraft** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor;

SECTION A: DAMAGES TO OWNER'S PROPERTY

LIMIT: \$25,000 MAXIMUM ANY ONE ITEM: \$5,000

SOLEY AS RESPECTS CLAIMS ASSOCIATED WITH IDENTITY THEFT FRAUDULENT BOOKINGS: LIMIT: \$75,000, EXCESS OF \$1,000 MAXIMUM ANY ONE ITEM: \$10,000

AGREEMENT

We will provide protection described in this section against physical loss or damage and dilapidations however caused by the Occupant unless the loss is excluded in Exclusions and in return for protection program service fee and compliance with all applicable provisions of this protection program.

PROPERTY:

Dwelling:

We protect:

The alterations, appliances, fixtures and improvements which are part of the building contained within the residence premises; items of real property which pertain exclusively to the residence premises;

We do not protect:

Land, including land on which the residence premises, real property or structures are located;

Personal Property:

We protect:

Personal property while it is in the residence premises.

We do not protect:

- Animals, birds or fish;
- Motor vehicles, or their accessories, equipment and parts
- Aircraft**
- Hovercraft and parts.
- Watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- Property of the Occupant;
- Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of money, bank notes, bullion, gold, securities, accounts, deeds, evidences of debt, letters of credit, notes;
- firearms and related equipment;
- silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware;

EXCLUSIONS

We do not provide protection for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

- wear and tear; marring; deterioration; inherent vice; latent defect; faulty workmanship; mechanical or electrical breakdown; refurbishment or renovation; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; birds, vermin, rodents, insects or domestic animals;
- Gross negligence or criminal acts caused by the Occupant, with the sole exception being malicious damage and criminal acts associated with bookings arising out of credit card fraud and/or identity theft in which case the annual aggregate limit for property damage is \$75,000 subject to maximum value of \$10,000 for any one item.
- Smoking.
- Ordinance Or Law
- Neglect of a **Property Owner** to use all reasonable means to save and preserve property at and after the time of a loss.
- Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), warlike act by a military force or military personnel; civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- Nuclear reaction, nuclear radiation, radioactive contamination or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component however such nuclear reaction nuclear radiation or radioactive contamination may have been caused.
- Intentional Loss meaning any loss arising out of any act a **Property Owner** commits or conspires to commit with the intent to cause a loss.
- Governmental Action meaning the destruction, confiscation or seizure of property described in Protection A or C by order of any governmental or public authority.

CONDITIONS applicable to this Section.

A. Interest and Protection Program Limits

We will not be liable in any one loss:

- For more than the amount of your interest at the time of loss; or
- For more than the applicable Protection Program limits.

B. Loss Settlement

Covered property losses are settled as follows:

1. Personal Property at the actual cost to repair or replace at the time of loss but not more than the amount required to repair or replace.
2. Dwelling:
 - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
 - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

FALSE IDENTITY / FALSE BOOKING PROTECTION

Notwithstanding anything contained herein to the contrary, Section A is extended to protect against physical loss or damage to the property insured by an Occupant who has committed Identity Fraud.

For the purposes of this endorsement "Identity Fraud" means an Occupant or a person or company on behalf of an Occupant using a false identification or false information to book accommodation with you.

SECTION B: PROPERTY OWNER'S LIABILITY

ANNUAL AGGREGATE LIMIT: \$1,000,000 DEDUCTIBLE: \$2,500

AGREEMENT

We will provide protection described in this protection program section in return for the protection program service fee and compliance with all applicable provisions of this Protection Program. In any country where **we** may be prevented by law or otherwise from carrying out this agreement, **we** shall pay any expenses incurred with **our** written consent in accordance with this agreement.

LIABILITY

If a claim is made or a suit brought against the **Property Owner** who is legally liable for damages because of bodily injury or property damage to which this protection applies, **we** will:

1. pay up to the Protection Program limits shown in the Kid & Coe Contract for the damages for which the **Property Owner** is legally liable; and
2. provide a defense at **our** insurer's expense by counsel of **our** insurer's choice. We may make any investigation and settle any claim or suit that **we** decide is appropriate. Our obligation to defend any claim or suit ends when the amount **we** pay for damages resulting from the occurrence equals **our** Protection Program limits.

MEDICAL PAYMENTS TO OTHERS

ANNUAL AGGREGATE LIMIT: \$5,000 MAX \$500 PER PERSON DEDUCTIBLE: \$0

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing bodily injury. Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This protection does not apply to **you** or **residence employees**. As to others, this protection applies only:

1. to a person on the **Rental Location** with the permission of any Occupant or you; or
2. to a person off the **Rental Location**, if the bodily injury:
 - a. arises out of a condition in the Rental Location or the ways immediately adjoining;
 - b. is caused by you;
 - c. is caused by a **Residence Employee** in the course of the **Residence Employee's** employment by you.

Payments under this protection are limited to a maximum amount per person as stated in the Rental Agreement.

EXCLUSIONS

Protection under both the **Property Owner's** Liability and the Medical Payments to Others does not apply to bodily injury or property damage which:

1. is expected or intended by **you**;
2. arises out of an illness, sickness or disease transmitted intentionally or unintentionally by a protected person to anyone, or any consequence resulting from that illness, sickness or disease.
3. arises out of the rendering or failing to render professional services;
4. arises out of any premises owned or rented to **you** which is not a **Rental Location**;
5. arises out of the ownership, maintenance, use, loading or unloading of:
 - a. an **aircraft**;
 - b. a **motor vehicle** owned or operated by, or rented or loaned to **you**; or

c. a **watercraft**:

6. directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), warlike act by a military force or military personnel; civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

NEIGHBORS AND TENANT'S LIABILITY

means the property damage you become legally obligated to pay by reason the legally liability because of:

- a. damage for which **you** are liable;
- b. damage for which **you** are liable when the consequences of such damage spread from the residence premises to the premises of neighbors and co-tenants.

Protection does not apply to:

1. liability assumed under any written contract or agreement by contract or agreement in connection with your **business**;
2. property damage to property owned by **you**;
3. bodily injury to any person eligible to receive any benefits required to be provided or voluntarily provided by **you** under any worker's or workmen's compensation, non-occupational disability, or occupational disease law; or
4. bodily injury, or property damage for which **you** are also insured under a nuclear energy liability protection program or would be protected but for its termination upon exhaustion of its Protection Program limits. A nuclear energy liability protection program is a protection program issued by Nuclear Energy Liability Association, Mutual Atomic Energy Liability Underwriters, Nuclear Protection Program Association of Canada, or any of their successors. Also any other nuclear energy liability protection program issued by any foreign government or foreign jurisdiction.

Protection under Medical Payments to Others

Protection does not apply to:

1. any person, eligible to receive any benefits required to be provided or voluntarily provided under any worker's or workmen's compensation, non occupational disability or occupational disease law;
2. nuclear reaction, nuclear radiation, radioactive contamination or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component however such nuclear reaction nuclear radiation or radioactive contamination may have been caused.

Additional Protections

We cover claim expenses, first aid expenses and damage to property of others in addition to **our** limits of liability.

With respect to claim expenses, **we** pay:

1. expenses incurred by **us** and costs taxed against any **Property Owner** for which **you** are contractually liable in any suit **we** defend;
2. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Protection Program limits for **Property Owner's** Liability although are not obligated to apply for or furnish any bond;
3. reasonable expenses incurred by any **Property Owner** or **you** at **our** request, including actual loss of earnings (but not loss of other income) up to \$100 per day for assisting **us** in the investigation or defense of any claim or suit; and
4. interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the Protection Program limits that applies.

With respect to first aid expenses, **we** will pay expenses for first aid to others incurred by **you** for bodily injury protected under this protection program. We will not pay for first aid to **you**.

With respect to damage to property of others, **we** will pay up to \$500 per occurrence for **property damage** to property of others caused by **you**.

We will not pay for property damage:

1. to property insured under Personal Property or any similar type of protection;
2. caused intentionally by **you**;
3. to property owned by or rented to **you**;
4. arising out of:
 - a. **business**;
 - b. any act or omission in connection with a premises owned rented or controlled by **you**, other than the **Rental Location**;

c. the ownership, maintenance, or use of a motor vehicle, aircraft or watercraft.

GENERAL CONDITIONS applicable to this section.

Protection Program Limits

Regardless of the number of **Property Owners**, claims made or persons injured, **our** total liability under **Property Owner's** Liability stated in this protection program for all damages resulting from any one occurrence shall not exceed the Protection Program limits for such protection as stated in the Rental Agreement. All bodily injury and property damage resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one occurrence.

Medical Payments for Others

Our total liability under medical payments to others for all medical expense payable for bodily injury to all persons as the result of one accident shall not exceed the Protection Program limits for **Property Owner's** Liability as stated in the Kid & Coe Contract.

This protection applies separately to each **Property Owner**. This condition shall not increase **our** Protection Program limits for any one occurrence.

Your Duties After Loss

In case of an accident or occurrence, **you** or **your** representative shall perform the following duties and cooperate with **us** in seeing that these duties are performed:

1. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - a. the identity of the **Rental Location**, and **You**;
 - b. reasonably available information on the time, place and circumstances of the accident or occurrence; and
 - c. names and addresses of any claimants and available witnesses;
2. forward to **us** every notice, demand, summons or other process relating to the accident or occurrence;
3. at **our** request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against any person or organization who may be liable to **you**;
 - c. the conduct of suits and attend hearings and trials;
 - d. securing and giving evidence and obtaining the attendance of witnesses;
4. under the protection - damage to the property of others - submit to **us** within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within **your** control;
5. **you** shall not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the bodily injury.

Duties of an Injured Person

The injured person or someone acting on behalf of the injured person seeking medical payments protection shall:

1. give **us** written proof of claim, under oath if required, as soon as practicable;
2. execute authorization to allow **us** to obtain copies of medical reports and records; and
3. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** reasonably require.

Payment of claim

Payment under the medical payments to others is not an admission of liability by **you** or by **us**.

Suits Against Us

No action shall be brought against **us** unless there has been compliance with the Protection Program provisions.

No one shall have any right to join **us** as a part to any action against **you**. Further, no action with respect to **your** Liability shall be brought against **us** until **your** obligations have been determined by final judgment or agreement signed by **us**.

Bankruptcy of any Property Owner

Bankruptcy or insolvency of any **Property Owner** shall not relieve **us** of any of **our** obligations under this Protection Program.

Other Insurance

The Protection Program is excess over any other valid and collectible insurance except protection written specifically to cover as excess over the limits of liability that apply in this protection program.

SECTION C: BED BUG INFESTATION REMEDIATION

ANNUAL AGGREGATE LIMIT: \$5,000 1 BDRM/\$10,000 2 BDRM/\$15,000 3+BEDROOM. DEDUCTIBLE: \$250 WAITING PERIOD: 72 HOURS

We will provide the protection described in this protection program section in return for protection program service fee and compliance with all applicable provisions of this protection program.

PROTECTION AND LIMITS

We agree, subject to all other terms and conditions of this Protection Program, to indemnify **you** for **Remediation Costs**, in excess of amounts set forth in the Rental Agreement and subject to the **Waiting Period** if applicable, arising in relation to a **Bed Bug Infestation** Incident at the **Residence Premises** that takes place during the Rental Period and of which a Notice of Incident is given to **us**.

Our obligation to indemnify **you** for **Remediation Costs** in respect of each single **Bed Bug Infestation** Incident shall be limited to the amount set forth in the Rental Agreement.

Our obligation to indemnify **you** for **Remediation Costs** in respect of all **Bed Bug Infestation** Incidents taking place during the Rental Period and of which Notices of Incident are given to **us** during the Rental Period shall not exceed the aggregate amount set forth in the Rental Agreement.

After the Aggregate Limit set forth in the Rental Agreement has been exhausted, **we** will have no duty or obligation of any kind with regard to any other **Bed Bug Infestation** Incidents during the Rental Period.

Our obligation to indemnify **you** for **Remediation Costs** is subject to an amount shown in the Rental Agreement in respect of each and every **Bed Bug Infestation** Incident. We shall have no obligation to indemnify **you** for any **Remediation Costs** until **you** have satisfied this obligation with respect to **Remediation Costs** protected under this Protection Program.

It is understood and agreed that **our** obligations under this Protection Program are limited to indemnifying **you** for **Remediation Costs** and **we** shall have no obligation to perform any remediation or any other obligations of any kind whatsoever in connection with any **Bed Bug Infestation** Incident protected under this Protection Program.

EXCLUSIONS

This Protection Program is subject to the following exclusions:

1. This Protection Program does not afford protection for bodily injury (including mental or emotional injury or distress), medical payments or property damage, direct or consequential, directly or indirectly relating to or arising out of any **Bed Bug** infestation Incident.
2. This Protection Program does not afford protection for **Remediation Costs** incurred to investigate, remediate, clean up or respond in any way to contamination of any kind whatsoever at any location that is not a **Residence Premises**.
3. This Protection Program does not afford protection for any damages of any kind, including punitive or exemplary damages, fines or penalties, awarded against **you**.
4. This Protection Program does not afford protection for any legal costs incurred by **you** in connection with a **Bed Bug Infestation** Incident and **we** have no duty or obligation to defend **you** in respect of any claims of any kind whatsoever.
5. As this is an indemnity protection program, **we** have no duty or obligation of any kind whatsoever to perform, approve or undertake any other activities in connection with the remediation of any **Residence Premises** as a result of a **Bed Bug Infestation** Incident.
6. This Protection Program does not afford protection for any obligation assumed by **you** under any contract or agreement.
7. This Protection Program does not afford protection for any trailers or mobile homes, whether or not they actually are capable of being moved, and irrespective of whether they are anchored or otherwise fixed to a particular location.
8. This Protection Program does not afford protection for any loss, costs or expense associated with forfeiture proceedings instituted against **you** or a **Residence Premises** arising out of a **Bed Bug Infestation** Incident.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Unless a General Condition appears in a specific Section of protection, then that General Condition shall prevail.

Duties After Loss

In case of a loss to protected property, **we** have no duty to provide protection under this protection program if the failure to comply with the following duties is prejudicial to **us**. These duties must be performed either

by **you** or a representative. In the case of item 2 below these duties must be performed either by **you** or a representative.

It is **your** or a representative's duty to collaborate with the **us** in the gathering of any of the required information:

1. Give prompt notice to **us** or **our** agent;
As respects Notice of Incident applicable to Section D, notice must be within five (5) days after **you** first have knowledge of any such Bed Bug infestation Incident.
2. Notify the police in case of loss by theft;
3. Protect the property from further damage. If repairs to the property are required, **you** must:
4. Make reasonable and necessary repairs to protect the property; and
5. Keep an accurate record of repair expenses;
6. Cooperate with **us** in the investigation of a claim;
7. Prepare an inventory of damaged property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
8. As often as **we** reasonably require
9. Show the damaged property;
10. Provide **us** with records and documents **we** request and permit **us** to make copies; and

to inspect any **Residence Premises** as often as **we** reasonably require following notice of loss / Incident;

11. Submit to examination under oath, while not in the presence of another **Property Owner**, and sign the same.
12. Send to us, within 60 days after **our** request, **your** signed, sworn proof of loss which sets forth, to the best of **your** knowledge and belief
 - a. The time and cause of loss;
 - b. The interests of you and all others in the property involved and all liens on the property;
 - c. Other protection which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the protection program;
 - e. a copy of a recognized pest control association member company report regarding any Bed Bug infestation at the residence premises; and documentation of the actual and/or anticipated Remediation Costs.
 - f. Specifications of damaged dwelling and detailed repair estimates;
 - g. The inventory of damaged personal property described in 5. above;

Loss To A Pair Or Set

In case of loss to a pair or set **we** may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

Appraisal

If **you** and **we** fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 30 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 30 days, **you** or **we** can ask a judge of a court of record in the country where the residence premises is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by **you** and **us**.

Suits Against Us

No action shall be brought unless there has been compliance with the protection program provisions and the action is started within one year after the occurrence causing loss or damage.

Our Option

If **we** give **you** written notice within 30 days after **we** receive **your** signed, sworn proof of loss, **we** may repair or replace any part of the damaged property with material or property of like kind and quality.

Loss payment

We will adjust all losses with **you**. We will pay **you** unless some other person is named in the protection program to receive payment. Payment for loss will

be made within 60 days after **we** reach agreement with **you**, entry of a final judgment, or the filing of an appraisal awarded with us.

Abandonment Of Property

We need not accept any property abandoned by a **Property Owner** or Occupant.

No Benefit To Bailee

We will not recognize any assignment or grant any protection that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this protection program.

Recovered Property

If **you** or **we** recover any property for which **we** have made payment under this protection program, **you** or **we** will notify the other of the recovery. At **your** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is returned to or retained by **you**, the loss payment will be adjusted based on the amount **you** received for the recovered property.

Rental Period

This protection program applies only to loss or damage which occurs during the rental period specified in the Rental Agreement.

Concealment Or Fraud

We provide protection to no **Property Owners** under this protection program if, whether before or after a loss, a **Property Owner** has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this protection.

Other Insurance and Service Agreement

If a loss protected by this protection program is also protected by:

1. Other Insurance, **we** will pay only the proportion of the loss that the Protection Program limits that apply under this protection program bears to the total amount of insurance covering the loss; or
2. A service agreement, except a service agreement in the name of a corporation or association of property owners, this protection is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as protection.

Waiver Or Change Of Protection Program Provisions

A waiver or change of a provision of this protection program must be in writing by **us** to be valid. Our request for an appraisal or examination will not waive any of **our** rights.

Assignment

Assignment of this protection program will not be valid unless **we** give **our** written consent.

Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, **you** must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

Cancellation

We may discontinue this protection program by delivering to **you**, written notice stating when the cancellation shall be effective. Email receipt confirmation shall be sufficient proof of notice and this Protection Program shall terminate at the date and hour specified in such notice.

GENERAL PROGRAM EXCLUSIONS

MICROORGANISM EXCLUSION (ABSOLUTE)

This Protection Program does not provide protection any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to **Property Owner** property; (ii) any **Protected peril** or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not

limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Protection Program that provides protection, in whole or in part, for these matters.

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Protection Program, this Protection Program does not provide protection land (including but not limited to land on which the **Property Owner** property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Protection Program, this Protection Program does not provide protection against:

- a. any loss, damage, cost or expense, or
- b. any increase in loss, damage, cost or expense, or
- c. any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat there (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril **Property Owner**, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used herein includes (but is not limited to):

- a. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL

Nothing contained herein shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Protection Program. Any provision within this Protection Program which provides protection for debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which **we** hereon agree to pay, or which but for the application of an amount or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Protection Program also provide protections, within the Sum protected, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Protection Program, costs or expenses;
 - a. which are reasonably and necessarily incurred by **you** in the removal, from the premises of **you** at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - b. of which the **you** become aware and advises the amount thereof to **us** hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Protection Program for loss where costs or expenses for removal of debris are incurred by **you** (subject to the limitations in paragraph 1 above):
 - a. the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - b. the amount of such costs or expenses as limited in (a) above shall be added to:
 - i. the amount of the Damage or Destruction; and

- ii. all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of an amount or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Protection Program is subject and the limit (or applicable sub-limit) of this Protection Program, shall be applied.

ELECTRONIC DATA EXCLUSION

This Protection Program does not provide protection loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Should electronic data processing media protected by this Protection Program suffer physical loss or damage, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Protection Program does not provide protection any amount pertaining to the value of such ELECTRONIC DATA to you or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this protection or any endorsement thereto it is agreed that this protection excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not protected by this protection the burden of proving the contrary shall be upon the **Property Owner**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Protection Program excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.