

1. By submitting this Application, the Applicant agrees to and accepts these Terms and Conditions.
2. Manitoba Hydro is legally responsible to repair and restore the electrical distribution system that services homes or businesses up to and including the energy meter. However, the legal responsibility to maintain, repair and safely operate any electrical equipment downstream from Manitoba Hydro's energy meter (for instance, electrical panels, electrical wiring in a home or business, electrical equipment and appliances) belongs with the Customer. If there are any concerns about the safety or integrity of a home or business electrical panel, electrical wiring, electrical equipment and appliances Manitoba Hydro strongly recommends contacting a certified electrician immediately to have the home or business assessed and to have any concerns addressed. Manitoba is not equipped to, and does not, provide such services.
3. Manitoba Hydro is not legally responsible for damage caused by:
 - an act of nature, including weather events beyond Manitoba Hydro's control (for example, lightning storm, ice storm, wind storm, flooding, or wildfires) or any peril beyond Manitoba Hydro's control;
 - wildlife contact with Manitoba Hydro's electrical system;
 - failure of electrical equipment resulting from an occurrence including, but not limited to, any outage, fluctuation, interruption, reduction, partial power, or failure in the supply of electricity in the operation of Manitoba Hydro's electrical system;
 - removing or trimming of trees or other obstructions on, under, across, or along a public highway, street, lane, or public place in accordance with *The Manitoba Hydro Act* (Sec. 23);
 - actions of a third party, such as impact by a motor vehicle to Manitoba Hydro infrastructure, work performed by an independent contractor, etc., or motor vehicle accidents;
 - failure of a Customer to provide adequate protection of their electrical or natural gas equipment;
 - contributory negligence on the part of the Customer;
 - actions of a third-party or independent contractor;
 - any action not brought to Manitoba Hydro's attention within a time limitation prescribed by law.
4. Manitoba Hydro's liability to Customer damages is limited under *The Manitoba Hydro Act*, Regulation 186/90, which reads: *Manitoba Hydro shall use reasonable diligence in providing the user with a regular and uninterrupted supply of power but Manitoba Hydro is not liable to the Customer or to any other person, whether in contract, tort, equity, or otherwise, for any loss, costs, damages, or expenses, directly or indirectly resulting from any fluctuation, interruption, reduction, or failure in the supply of power to the Customer.*
5. A claim submitted to Manitoba Hydro will be investigated but we will only provide compensation when that investigation indicates negligence caused by our employees, our equipment, or our contractors.
6. Every claim must be submitted within 30 days of the incident to allow our investigation to be initiated in a timely manner. Each claim is individually investigated and assessed upon its own circumstances. Once a claim is received, it can take up to 60 days for the claim to be investigated and reviewed.