

RENEWABLE ENERGY BUSINESS INTERRUPTION EXTENSION

Attached to and forming part of the applicable Energy Property Coverage – Broad Form Including Equipment Breakdown Form specified in the Declarations Page(s).

This endorsement changes the policy. Please read it carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This insurance provided under this Extension Endorsement is subject to the terms, conditions and exclusions of the applicable Energy Property Coverage – Broad Form Including Equipment Breakdown Form specified in the Declarations Page(s) (including endorsements and other forms forming part thereof) and of this Extension Endorsement.

1. INDEMNITY AGREEMENT

- 1.1. This Extension Endorsement, subject to the Limit of insurance shown on the Declarations Page(s), shall cover the Insured's loss of **gross revenue** sustained as a result of a decrease in the **insured property** output in terms of kilowatt-hours, when the **insured property**, including ancillary equipment, sustains direct physical loss or direct physical damage by an insured peril for which indemnity is paid under the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s).
- 1.2. This Extension Endorsement shall also cover necessary expenses incurred during the indemnity period for the purpose of reducing any loss of gross revenue (without application of the Waiting Period), not exceeding however the amount by which the loss of **gross revenue** is thereby reduced.

2. MEASURE OF RECOVERY

In the event of loss hereunder, the Insurer shall be liable, subject to the Limit of insurance specified on the Declarations Page(s), for the actual loss sustained by the Insured during the **indemnity period** resulting directly from such interruption of business, but not exceeding the **gross revenue** less non-continuing costs which do not necessarily continue during the interruption of business.

3. ADDITIONAL EXCLUSIONS

The Insurer is not liable for the loss of **gross revenue** arising directly or indirectly from any of the following:

- 3.1. loss or damage to all property as specifically excluded in the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s), under Section 8. Property Excluded, and any other excluded property as may be added to the Policy;
- 3.2. loss, damage or expense caused directly or indirectly by any of the perils listed in the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s), under Section 9. Perils Excluded, and by any other excluded peril as may be added to the Policy; or
- 3.3. loss, damage or expense caused directly or indirectly by loss due to fines or damages for breach of contract or for any penalties of whatever nature.

4. EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this Extension Endorsement.

4.1. INTERRUPTION BY CIVIL AUTHORITY

The Insurer will pay for loss of **gross revenue** as insured hereunder during the period of time not exceeding four (4) weeks, while access to the **insured property** site is prohibited by order of civil authority, but only when such order is given as a direct result of direct physical loss or direct physical damage to neighboring premises by a peril insured against under this Policy.

The liability of the Insurer, as respects each suspension of business, shall attach only when access to the **insured property** site is prohibited for forty-eight (48) consecutive hours by order of civil authority and then the Insurer shall be liable only for the continuing period of suspension in excess of such forty-eight (48) hours.

4.2. BY-LAWS

In the event of direct physical loss or direct physical damage by an insured peril to **insured property**, the Insurer will pay for any increase in loss of **gross revenue** due to any additional time that would be required to repair, replace or reconstruct any portion of the **insured property** occasioned by the enforcement of any by-law, ordinance or law which regulates zoning or the demolition, repair or construction of such damaged **insured property**, but shall in no way operate to extend the **indemnity period**.

4.3. PUBLIC UTILITIES CLAUSE

The Insurer will pay for loss of **gross revenue** resulting from interruption or interference in consequence of the failure of public supplies of electricity, water, gas or telecommunications at or to the **insured property** site, which is a direct result of an insured peril under this Policy causing direct physical loss or direct physical damage to off-site utility generating plants, switching stations, substations, transformers and pumping stations, including underground transmission lines and pipes, that generate and supply electricity, water, gas or steam to the **insured property**.

This Extension of Coverage shall not apply to loss of or reduction of the supply of electricity, water, gas, or steam due to the following:

- 4.3.1. a deliberate act of the supply undertaking (unless such deliberate act is performed for the sole purpose of safeguarding life or protecting a part of the supply undertakings system); or
- 4.3.2. a scheme of rationing (unless necessitated solely by physical damage to a part of the supply undertakings system).

4.4. CONTINGENT BUSINESS INTERRUPTION

Subject to the Sub-Limit of insurance stated on the Declarations Page(s) in any one occurrence, the Insurer will pay for loss of **gross revenue** in consequence of direct physical loss or direct physical damage by a peril insured under this Policy:

- 4.4.1. at first non-owned sub-station, including transmission facilities and electrical distribution systems connecting the **insured property** to such non-owned substation;
- 4.4.2. at the premises of suppliers which directly prevents such suppliers of goods and services to the Insured from rendering their goods and services; or
- 4.4.3. to machinery, tools and equipment used in the maintenance of the **insured property**.

4.5. EXTRA EXPENSE

Subject to the Sub-Limit of Insurance stated on the Declarations Page(s) in any one **occurrence**, the Insurer will pay the necessary **extra expense** incurred by the Insured in order to continue, as nearly as practicable, the **normal** conduct of the Insured business following direct physical loss or direct physical damage to the **insured property** by an insured peril under this Policy, provided however that indemnity shall not be payable beyond the **period of restoration**.

4.6. PROPERTY AWAY FROM PREMISES

The Insurer will pay for loss of **gross revenue** resulting from interruption of or interference with the business at the **insured property** site, arising out of direct physical loss or direct physical damage by an insured peril as insured under this Policy, to the Insured's property while at any premises not occupied by the Insured.

4.7. INGRESS OR EGRESS

The Insurer will pay for loss of **gross revenue** resulting from the necessary interruption of the Insured's business due to prevention of ingress to or egress from the **insured property** site, provided however that such interruption must be a result of direct physical loss or direct physical damage caused by an insured peril under this Policy to property on the same site, or in neighbouring sites to the Insured, whether the Insured's site or property are damaged or not, and subject to the terms and conditions of this Policy not in conflict herewith and the following additional terms and conditions:

- 4.7.1. The Insurer shall be liable for the loss of **gross revenue** as insured hereunder during the period of time, not exceeding four (4) consecutive weeks, when, as a direct result of a peril insured against, ingress to or egress from insured's **insured property** site is thereby prevented; and
- 4.7.2. The liability of the Insurer, as respects each suspension of business, shall attach only when prevention of ingress to or egress from the **insured property** site exceeds seventy-two (72) consecutive hours and then the Insurer shall be liable only for the continuing period of suspension in excess of such seventy-two (72) hours.

This Extension of Coverage does not apply in the event that Extension of Coverage a. INTERRUPTION BY CIVIL AUTHORITY of this Endorsement applies.

5. SPECIAL PROVISIONS

5.1. WAITING PERIOD

The Insurer's liability for loss of **gross revenue** caused by any of the perils insured against under this Policy shall not attach until after the Waiting Period shown in the Declarations Page(s) in any one **occurrence**. The Insurer shall then only be liable for the amount of loss of **gross revenue** incurred during the continuing period in excess of such Waiting Period, up to the applicable Limit of insurance specified in the Declarations Page(s). This Waiting Period shall apply separately and independently to any deductible for direct physical loss or direct physical damage covered under the the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s), even if both are involved in a single **occurrence**.

This Waiting Period shall apply to every coverage forming part of this Extension Endorsement, and such Waiting Period shall apply separately and independently to each and every **occurrence**. Should an **occurrence** result in the application of more than one Waiting Period, the Insurer shall only be liable for the continuing period in excess of the longest waiting period.

This Waiting Period begins immediately following the direct physical loss or direct physical damage to property caused by a peril insured under this Policy for which indemnity is paid under the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s).

5.2. LIMIT OF INSURANCE

The Insurer shall not be liable in any one **occurrence** for more than the Limit(s) of Insurance shown on the Declarations Page(s).

5.3. RESUMPTION OF OPERATIONS

It is a condition of this Extension Endorsement that in the event of any **occurrence** which might give rise to a claim under this Endorsement, the Insured will exercise reasonable efforts to utilize the machinery, equipment or other property owned or controlled by the Insured to expedite the continuance or resumption of business.

6. ADDITIONAL DEFINITIONS

For the purposes of this Extension Endorsement only, the following definitions are added to the **DEFINITIONS** Section of the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s) to which this Extension Endorsement is attached:

- 6.1. **Extra Expense** means the excess (if any) of the total cost during the **period of restoration** for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred during the same period had no loss occurred. In no event, however, shall the Insurer be liable under **extra expense** for loss of income. The Insurer shall also be liable for **extra expense** incurred in obtaining property for temporary use or facility of other concerns during the **period of restoration** necessarily required to continue as nearly as practicable the **normal** conduct of the Insured's business. Any salvage value of such property remaining after resumption of the business shall be taken into consideration in the adjustment of any loss hereunder.
- 6.2. **Gross Revenue** is defined as the kilowatt hours an **insured property** would have produced had it been in service, multiplied by the rate per kilowatt hour paid under the service contract with the utility at the time the **insured property** was not in service, subject to the receipt of verifiable data during the **indemnity period**.
- 6.3. **Indemnity period** means the period beginning with the occurrence of an insured peril and ending no later than the period shown on the Declarations Page(s), during which the results of the business shall be affected in consequence of the direct physical loss or direct physical damage by an insured peril as insured under this Policy. This **Indemnity period** shall not be limited by the expiry date of this Policy.
- 6.4. **Insured Property** means the **insured property** specifically listed under Section 2. of the INDEMNITY AGREEMENT Section of the applicable Energy Property All Risk Including Equipment Breakdown Form specified in the Declarations Page(s).
- 6.5. **Normal** means the conditions which would have existed had no loss occurred.
- 6.6. **Period of Restoration** means the period not exceeding such length of time commencing with the date of the loss and not limited by the date of expiration of this Extension Endorsement, as shall be required with the exercise of due diligence and dispatch to repair, rebuild, or replace such part of the **insured property** as may be destroyed or damaged.

All other terms and conditions of the policy to which this endorsement applies remain unchanged.