

OPERATIONAL POWER GENERATION
BUSINESS INTERRUPTION LIMITATION ENDORSEMENT (USA)

1. It is noted and agreed that any indemnity payable in respect of Business Interruption or Contingent Business Interruption (howsoever described) under the (Re)Insurance shall be limited to a maximum of **xxx%** of the Average Daily Value of the Location(s) suffering Damage as calculated below, multiplied by the Loss of Generating Output Proportion.

AVERAGE DAILY VALUE

2. Where Business Interruption values are declared on a monthly, quarterly or annual basis, the Average Daily Value will be such monthly, quarterly or annual figures of the Location suffering Damage divided by the number of days within the month, quarter or year of the respective indemnity period.
3. If any declarations as referred to in clause 2 above are missing, the reported monthly, quarterly or annual Business Interruption values for the same Location and equivalent period in the most recent policy year on file shall apply in respect of the missing period or periods.
4. If monthly, quarterly or annual declarations referred to in clauses 2 or 3 above are not routinely provided, the Average Daily Value shall be the Business Interruption value specified in the Policy for the Location suffering Damage divided by the number of days within the indemnity period specified in the Policy.

CHANGES IN EXPOSURE

5. Notwithstanding the other terms, conditions, and limitations of the (Re)Insurance, Business Interruption values can be altered during the Policy period only with the prior agreement with (Re)Insurers whereupon (Re)Insurers shall have the right to agree or amend terms for any changes in exposure during the policy period.
6. This endorsement shall under no circumstances increase any limits of liability set out in the (Re)Insurance.

Definitions:

"Loss of Generating Output Proportion" is the loss of generating output as a proportion of the total generating capacity, at each Location(s).

"Location" shall mean the individual location(s) listed in the schedule.

All other terms remain unchanged.

LMA5606

14th December 2022