

## Various Utilities' Liability/Exemption Clauses

<b>Utility</b>	<b>Document &amp; Clause</b>	<b>Clause</b>
BC Hydro	Terms and Conditions – Section 9.7	BC Hydro will endeavour to provide a regular and uninterrupted supply of Electricity but it does not guarantee a constant supply of Electricity or the maintenance of unvaried frequency or voltage and shall not be responsible or liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the supply of Electricity, whether caused by the negligence of BC Hydro, its servants or agents, or otherwise unless the loss, injury, damage or expense is directly resulting from the wilful misconduct of BC Hydro, its servants or agents provided, however, that BC Hydro, its servants are not responsible for any loss of profit, loss of revenues, or other economic loss even if the loss is directly resulting from the wilful misconduct of BC Hydro, its servants or agents.
FortisBC	Terms and Conditions – Section 8.1	The Company will endeavour to provide a regular and uninterrupted supply of electricity but it does not guarantee a constant supply of electricity or the maintenance of unvaried frequency or voltage and shall not be responsible or liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the supply of electricity, whether caused by the negligence of the Company, its servants or agents, or otherwise unless the loss, injury, damage or expense is directly resulting from the wilful misconduct of the Company, its servants or agents provided, however, that the Company, its servants and agents are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly resulting from the wilful misconduct of the Company, its servants or agents.
FortisAlberta	Terms and Conditions – Section 14	Notwithstanding any other provision of the Terms and Conditions or any of provision of Distribution Access Service, FortisAlberta, its directors, officers, agents, employees and representatives, shall not be liable to a Responsible Party, their directors, officers, agents, employees and representatives, or any other person in law, equity, tort or contract for any loss, injury, damage, expense, charge, cost of liability of any nature whatsoever suffered or incurred by Applicable Parties, or any of them, whether of a direct, indirect, special or consequential nature or whether incurred or suffered directly or as a result of a third party contract, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of FortisAlberta Parties, or any of them, except for direct property damages incurred by an Applicable Party as a direct result of a breach of the Terms and Conditions or applicable FortisAlberta Agreement or other act or omission by a FortisAlberta Party, which breach or other act or omission is caused by the negligence or wilful act or omission of such FortisAlberta party. Any liability under this Section will be limited to an amount in proportion to the degree to which the FortisAlberta Party acting negligent or wilfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct property damage" shall

		not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and Energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.
Enmax	Terms and Conditions – Section 5.0	<p>“direct loss or damage” means direct physical damage, injury or loss, but it does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special, punitive exemplary or consequential loss or damages of any kind whatsoever;</p> <p>Enmax Power Corporation does not guarantee or promise uninterrupted service. Except for direct loss or damage caused by the negligence or wilful misconduct of Enmax Power Corporation or breach of the Terms and Conditions by Enmax Power Corporation, Enmax Power Corporation shall not be liable to any Customer, Retailer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with the provision by Enmax Power Corporation of Electricity Services, Distribution Access Service, or any failure, estimated data errors, defect fluctuation, reduction, De-energization, suspension, curtailment or interruption in the provision of Electricity Services and Distribution Access Service.</p> <p>Enmax Power Corporation shall not be liable for special, indirect, punitive, exemplary or consequential damages resulting from or arising out of performance under the Terms and Conditions, including, without limiting the generality of the foregoing, loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, or any other indirect, special or consequential loss or damage of any kind whatsoever.</p>
EPCOR	Terms and Conditions - Section 11.1	<p>Notwithstanding any other provision of these terms and conditions or any provision of any agreement between EPCOR Distribution and Transmission (EDTI) and a Retailer relating to the provision of Distribution tariff Services EDTI, its directors, officers, agents, employees and representatives shall not be liable to the Customer, its directors, officers, agents, employees and representatives for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by the Retailers Parties, or any of them, whether of a direct, indirect, special or consequential nature, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of the EDTI Parties, or any of them, except for direct property damages incurred by the Retailer as a direct result of a breach of these Terms and Conditions or applicable EDTI Agreement or other act or omission by an EDTI Party, which breach or other act or omission is caused by the negligence or wilful act or omission of harm of such EDTI Party. Any liability under this Section will be limited to an amount in proportion to the degree to which the EDTI Party acting negligently or wilfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, “direct property damage” shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement</p>

		capacity and energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.
SaskPower	Electric Service Terms and Conditions – Section 14.1	<p>Except for direct physical damages, injuries or losses suffered by a Customer and occurring as a direct result of the negligence of SaskPower or its employees acting within the scope of their employment, none of SaskPower nor its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Customer or any other Person on premises owned, leased or operated by such Customer or arising out of, or in any way connected with, the provision by SaskPower of Electrical Service or any other SaskPower Service or any failure, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such services, regardless of whether such damages, injuries, losses expenses, liabilities, fees ((including legal fees), or costs arise in contract, tort or otherwise.</p> <p>Notwithstanding anything to the contrary contained in these Terms and Conditions of Service, SaskPower or its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable only for direct physical damages. “Direct physical damages” shall not include any damages, injuries, losses, expenses, liabilities, fees (including legal fees) or costs which are of an indirect, special or consequential nature regardless of whether they arise in contract, tort or otherwise and regardless of whether or not the Customer has advised SaskPower of the same. Without limiting the generality of the foregoing, Indirect Damages shall include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, cost of capital, cost of purchased or replacement capacity or energy, loss of any use of any Facilities or Equipment or property owned, leased or operated by any Person and any other indirect, special or consequential damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever.</p> <p>Notwithstanding the above, SaskPower shall not be liable for any injury, loss or damage to Person or property arising out of, or directly or indirectly resulting from, the supply or use of Electrical Energy by a Customer beyond the Point of Delivery.</p>
Hydro-One	Conditions of Service – Section 1.9	<p>Hydro One shall be liable to a Customer and a Customer shall be liable to Hydro One only for any damages that arise directly out of the wilful misconduct or negligence of:</p> <ul style="list-style-type: none"> <li>(i) Hydro One in providing Distribution Services to the Customer;</li> <li>(ii) The Customer in being connected to the Distribution System; or</li> <li>(iii) Hydro One or the Customer in meeting their respective obligations or exercising their respective rights under these Conditions of Service, their licenses and any other Applicable Laws.</li> </ul> <p>Notwithstanding the above, neither Hydro One nor the Customer shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of</p>

		contract or loss of goodwill, or for any indirect, consequential incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.
Hydro-Quebec	General Provisions- Chapter 4	Hydro-Quebec guarantees neither the maintaining of voltage and frequency at a stable level nor the continuity of service and delivery of electricity.  Hydro-Quebec may not be held liable for any material damage resulting from on or more voltage or frequency variations or losses, service interruptions carried out in compliance with these Conditions of Service or failure to deliver electricity, except in the case of intentional or gross fault.
Manitoba Hydro	Internal Policy – Section 3	Manitoba Hydro may accept liability for loss or damage to persons or property arising out of its operations and facilities if the liability arises from: <ul style="list-style-type: none"> <li>• the negligence of the corporation or its employees and then, only to the extent of its negligence</li> <li>• adverse effects of its hydro-electric projects on legitimate rights and interests.</li> </ul> Manitoba Hydro will not accept liability for loss or damage for: <ul style="list-style-type: none"> <li>• failure of a customer's electrical equipment resulting from an occurrence which is normal in the operation of the corporation's electrical system</li> <li>• any fluctuation, interruption, reduction or failure in the supply of electricity resulting from an occurrence which is normal in the operation of the corporation's electrical system</li> <li>• failure of a customer to provide adequate electrical protection for the customer's equipment</li> <li>• removal or trimming of trees or other obstructions on, under, across or along a public highway, street, lane or other public place in accordance with Manitoba Hydro Act (Sec. 23)</li> <li>• contributory negligence on the part of the claimant</li> <li>• actions of a third party, for example, independent contractor</li> <li>• an act of God, for example, lightning, ice storm, major windstorm, or any natural peril beyond Manitoba Hydro's control</li> <li>• an action not brought to the corporation's attention within the time prescribed by law.</li> </ul>
Newfoundland Power	Rules and Regulations – Section 14	The Company shall not be liable for any failure to supply Service for any cause beyond its reasonable control, nor shall it be liable for any loss, damage or injury caused by the use of Services or resulting from any cause beyond the reasonable control of the Company.
NS Power	Nova Scotia Power Privatization Act - Section 23	Any contract for the supplying by the Company of electricity is deemed to provide that the Company is not liable for damages in respect of any delay, interruption or other partial or complete failure in

		such supplying where such damages are caused by something which is beyond the ability of the Company to control by reasonable and practicable effort.
NB Power	Rates, Schedules and Policies Manual – Section C (quoting Electricity Act s. 74)	Any contract for the supply of electricity by a distribution electric utility shall be deemed to provide that the distribution electric utility shall not be liable for damages in respect of any abnormality, delay, interruption or other partial or complete failure in the supplying of the electricity when such damages are caused by something that is beyond the ability of the distribution electric utility to control by reasonable and practicable effort.
Pacific Gas and Electric Company (California)	Electric Rule No. 14 - Shortage of Supply and Interruption of Delivery	<p>PG&amp;E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the customer, but does not guarantee continuity or sufficiency of supply. PG&amp;E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.</p> <p>PG&amp;E shall be the sole judge of whether it is operationally able to receive or deliver electric energy through its electric distribution system. Such judgement shall be non-discriminatory and without regard to the supplier or electric service provider to the end-use customer.</p> <p>Under no circumstances shall PG&amp;E be liable to its customers or their agents for any local or system deficiencies in supply stemming from inadequate power bids or power deliveries over the Independent System Operator grid. Similarly, PG&amp;E shall not be liable to any customer, or electric service provider, for damages or losses resulting from interruption due to transmission constraint, allocation of transmission or intertie capacity, or other transmission related outage, planned or unplanned.</p> <p>PG&amp;E specifically maintains the right to interrupt its service deliveries, without liability to the Customers or electric service providers affected, in PG&amp;E's sole opinion, such interruption is necessary for reasons including, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Safety of a customer, a PG&amp;E employee, or the public at large.</li> <li>2. Breach of code or regulation on either PG&amp;E-owned or customer-owned facilities.</li> <li>3. Emergency affecting or likely to affect PG&amp;E's distribution system, the ISO grid or any other system through which PG&amp;E directly or indirectly receives power.</li> <li>4. Maintenance, improvements, repairs or expansion of PG&amp;E's distribution system.</li> </ol>

<p>Puget Sound Energy (Washington)</p>	<p>Schedule 80: General Rules and Provisions – Section 12</p>	<p>Electric service is inherently subject to disruption, including interruption, suspension, curtailment and fluctuation. Neither the Company nor any other person or entity shall have any liability to any Customer or any other person or entity for any disruption in service or for any loss or damage caused thereby if such disruption is attributable to the causes, work or actions from any of the following:</p> <ul style="list-style-type: none"> <li>a. Causes beyond the Company's reasonable control including, but not limited to, fire, flood, drought, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to facilities of the Company or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military, or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected, and acts or omissions of third parties.</li> <li>b. Repair, maintenance, improvement, renewal or replacement work on the Company's electrical system, which work in the sole judgement of the Company is necessary or prudent. To the extent practicable, work shall be done at such time as will minimize inconvenience to the Customer provided that, when practicable, such disruption shall be during working hours regularly maintained by the Company. The Customer shall be given notice of such work in accordance with the Rules of the Washington Utilities and Transportation Commission.</li> <li>c. Actions taken by the Company which in its sole judgement are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electrical system or any electrical system with which it is interconnected, which actions may occur automatically or manually.</li> </ul> <p>In the event of such disruption in service, the Company shall make reasonable efforts to re-establish service with a minimum of delay and without any liability to any Customer or any other person or entity for any loss or damage from causes beyond its control or through ordinary negligence of employees, servants or agents.</p> <p>Automatic actions that would occur through the operation of automatic equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. This equipment is preset to operate under certain</p>
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		prescribed conditions which, in the sole judgement of the Company, would threaten system performance, integrity, reliability, or stability.
Portland General Electric Company <i>(Oregon)</i>	Rules and Regulations- Section C	<p>The Company is not liable to Customers Electric Service Supplier's (ESS) or any other person or entity for any interruption, suspension, curtailment or fluctuation in Electricity Service, or for any loss or damage caused thereby, resulting from:</p> <ol style="list-style-type: none"> <li>1) Causes beyond the Company's reasonable control;</li> <li>2) Repair, maintenance, improvement, renewal, or replacement of Facilities, or any discontinuance of service that the Company determines is necessary to permit repairs or changes to its Facilities or to eliminate the possibility of injuries to persons or damage to the Company's property or property of others. To the extent practical, such work will be done in a manner that will minimize inconvenience to the Customer, and whenever practical and applicable, the Customer will be given reasonable notice of such work, repairs or changes;</li> <li>3) An ESS's failure to abide by the terms of the ESS Service Agreement or the Tariff;</li> <li>4) Automatic or manual actions taken by the Company, including but not limited to Emergency Curtailments, that in its opinion, are necessary or prudent to protect the performance, integrity, reliability, or stability of the Company's electrical system or any electrical system with which it is interconnected; and</li> <li>5) Actions taken by the Company to curtail Electricity use at times of anticipated resource deficiency in accordance with the applicable provisions of this Tariff.</li> </ol>
Georgia Power <i>(Georgia)</i>	Rules and Regulations for Electric Service – Section F - 1	In case the supply of electricity should be interrupted or fail by reason of accident or otherwise, such interruption shall not constitute a breach of the contract for service, nor shall the Company be liable for damages by reason of such failure. The Company reserves the right to shut off or curtail the supply of electricity at any time or from time to time whenever necessary for repairs or on the account of the lack of full supply.
Commonwealth Edison Company <i>(Illinois and Pennsylvania)</i>	General terms and Conditions – Nature of Service	The Company is not responsible for damages for any failure to provide electric service, or for interruption to one or more phases, or reversal of such service, if such failure, interruption, or reversal is without wilful default or negligence on the Company's part. Nor is the Company responsible for interruptions, by under frequency relays or otherwise, required to preserve the integrity of the electric delivery system in the Company's service territory or the regional interconnected electric systems.

<p>Seattle City Light (Washington)</p>	<p>City of Seattle Municipal Code – SMC 21.49.110 Paragraph U</p>	<p>The Department shall not be liable for any loss, injury, or damage resulting from the interruption, fluctuation, restoration, or reduction of electric service from any cause beyond the control of the Department, including, but not limited to fire, flood, drought, winds, acts of elements, court orders, interruption or riots, generation failures, lack of sufficient generation capacity, breakdowns or damage to facilities of the Department or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military, or governmental authority, electrical disturbances originating on or transmitted through the electrical systems with which the Department system is interconnected, and acts or omission of third parties.</p> <p>In the event of electric service interruption, fluctuation, or reduction resulting from damage to or failure of Department equipment or facilities, the Department has the sole authority to determine the order of repairs. In making the determination of the order of repairs, the Department may consider, but is not bound to, the following order of repair and energization: substations, feeders to police and hospital facilities, and feeders to residential and industrial facilities.</p>
<p>PSEG (Public Service and Gas Company) (New Jersey)</p>	<p>Standard Terms and Conditions - Section 14.1</p>	<p>Public Service will use reasonable diligence to provide a regular and interrupted supply of service; but, should the supply be suspended, curtailed, or discontinued by Public Service for any reasons set forth in Section 12 of these Standard Terms and Conditions, or should the supply of service be interrupted, curtailed, deficient, defective, or fail, by reason of any act of God, accident, strike, legal process, governmental interference, or by reason of compliance in good faith with any governmental order or directive, notwithstanding such order or directive subsequently maybe be held to be invalid, Public Service shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, interruption, curtailment, deficiency, defect or failure.</p>
<p>Mercury Energy (New Zealand)</p>	<p>Terms and Conditions– Section 15</p>	<p>If, as a result of our negligence, property has been physically damaged and the loss to you was reasonably foreseeable, we will pay the costs of repairing the damage, or at our discretion, replacing the damaged property.</p> <p>We will not be liable to you for:</p> <ul style="list-style-type: none"> <li>(a) any other direct loss or damage caused through: <ul style="list-style-type: none"> <li>(i) breach of contract or breach of any other obligation owed to you for any other reason;</li> <li>(ii) the negligence, omission, or any other act of a third party; or</li> <li>(iii) any event beyond our control, or</li> </ul> </li> <li>(b) any indirect or consequential loss or damage, except to the extent (if any) that we are liable under the Consumer Guarantees Act to compensate for such loss or damage.</li> </ul> <p>If, for any reason other than the application of the Consumer Guarantees Act, we cannot rely on the above exclusions of liability, then our liability will be limited to:</p>

		<p>(a) \$10,000 for any single event or series of related events occurring on a network system; or</p> <p>(b) A total of \$ 10,000 for any single event or series of related events occurring on a network system that affects more than one consumer.</p>
<p><b>Ofgem (Standards of Performance)</b>  <i>(electricity distribution Companies in England, Wales and Scotland)</i></p>	<p><b>Guaranteed Standards - Introduction</b></p>	<p>If your distributor fails to meet these Standards you are entitled to receive a payment. Your distributor can either make payments via your electricity supply or directly to you.</p> <p>In line with Section 39A (5) of the Electricity Act 1989 (as amended by the Utilities Act 2000), any Guaranteed Standard payments you receive will not prejudice your entitlement to any other remedy or action that may be due to you because of your distributor's failure.</p> <p>Ofgem has set guidelines for when the Guaranteed Standards may not apply, these are known as exceptional circumstances. They include events beyond the distributor's control, industrial action, actions by third parties or not being able to gain access to premises and in some cases severe weather. If any of these exemptions are invoked, your distributor will need to demonstrate that it had taken all reasonable steps to prevent the exceptional circumstances occurring and to prevent the exceptional circumstances occurring and to prevent failure.</p> <p><u>Guaranteed Standards</u>  Regulation 5 – Supply Restoration during Normal Weather</p> <p>If your electricity supply fails during normal weather conditions because of a problem on our distribution system we will restore it within 18 hours of first becoming aware of the problem.  If we fail and you make a claim within three months of the date the supply is restored, we will arrange for you to receive £50 if you are a domestic consumer and £100 if you are a business consumer. You will also receive a further £25 for each additional 12 hours you are without supply.</p> <p>Regulation 6-Supply Restoration during Severe Weather</p> <p>If your electricity supply fails because of a problem on our distribution system due to severe weather we will restore it within the period prescribed by the Regulations dependent upon the scale of the event.</p> <p>If we fail and you make a valid claim within three months of the date the supply is restored, we will arrange for you to receive £25 (for both domestic and business consumers). You will also receive a further £25 for each additional 12 hours you are without supply. The maximum payment you will receive totals £200. These payments will be made as soon as reasonably practicable.</p>