

SCHEDULE 7 - INSURANCE

- I. Insurance to be Provided by Contractor. Contractor shall acquire and maintain until the Commercial Operation Date or end of the Defects Liability Period as the case maybe the following insurance coverage when they are required:
1. Coverages.
 - (a) Worker's Compensation and Employer's Liability. Workers' Compensation/Employers Liability Insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the statutory laws of the exercising jurisdiction where services are being rendered. . Validity: Until end of the Defects Liability Period
 - (b) Commercial General Liability. Commercial General Liability insurance (excluding Automobile Liability) providing bodily injury, personal injury, and property damage liability coverage, subject to an aggregate limit per annum of fifty percent (50%) of the Contract Price. The insurance shall include coverage for bodily injury, personal injury, property damage, products and completed operations, contractual liability (including coverage specifically applicable to the undertakings in this Agreement), independent contractors, and sudden/accidental pollution liability. Each such coverage may be part of the policy (or a separate policy) or provided through an endorsement. The insurance shall not exclude explosion, collapse, or underground hazards
 - (c) Comprehensive Automobile Liability. Comprehensive Automobile Liability insurance, including coverage for liability arising out of the Contractor's use of owned, non-owned, leased, or hired automobiles for performance of the work, in accordance with the statutory laws of the exercising jurisdiction where services are being rendered.
 2. Additional Insureds. Commercial General Liability coverage specified in this Schedule 7 shall include Employer as an additional insured. The liability policies shall contain a "cross-liability" or "severability of interest" clause or endorsement.
 3. Delivery of Certificates; Inspection of Policies. Upon request of Employer, Contractor shall provide copies of Commercial General Liability insurances, within 20 days of the Effective Date and regarding Worker's Compensation & Employer's Liability, Comprehensive Automobile Liability Cargo in Transit Insurance 20 days prior to their requirement. Contractor shall furnish Employer certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in effect.
- Notwithstanding foregoing, none of the above statements shall bring any liability to the Contractor other that described and limited in the Contract.
- II. Insurance to be Provided by Employer. Employer shall acquire and maintain until the end of the Defects Liability Period the following insurance coverage:
1. Coverages

- (a) Worker's Compensation and Employer's Liability. Workers' Compensation/Employers Liability Insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the statutory laws of the exercising jurisdiction where services are being rendered.
 - (b) Commercial General Liability. Commercial General Liability insurance (excluding Automobile Liability) providing bodily injury, personal injury, and property damage liability coverage. The coverage will include Blanket Contractual, Products and Completed Operations including Broad Form Property Damage and will have no XCU exclusions.
 - (c) After Commercial Operations Date Liability. On and after the Commercial Operations Date or its waiver, Employer will carry insurance with such coverages and in such amounts as are customarily carried by responsible Employers and operators of an electric power generation plant such as the Power Plant.
 - (d) Comprehensive Automobile Liability. Comprehensive Automobile Liability insurance, including coverage for liability arising out of the Employer's use of owned, non-owned, leased, or hired automobiles for performance of the work, in accordance with the statutory laws of the exercising jurisdiction where services are being rendered.
2. Additional Insureds. Commercial General Liability coverage specified in this Schedule 7 shall include Contractor, and Contractor's guarantor (if any) as an additional insured. The liability policies shall contain a "cross-liability" or "severability of interest" clause or endorsement.