

The Insurance requirements for the Net Billing arrangement can be found in section 17 of the Standard Offer Contract as set out below

17.0 Insurance

- 17.1 The QE shall procure or cause to be procured and shall maintain throughout the entire Term of this Contract, the requisite insurance issued by an insurer duly licenced under the Insurance Act acceptable to JPS (such policy or policies, collectively, the “QE Insurance”). A certified copy of the certificate of insurance shall be delivered to JPS at least ten (10) Business Days prior to the start of any interconnection work. At a minimum, the QE Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or non-performance of, this Contract, or (ii) caused by operation of the QF or any of the QE's equipment or by the QE's failure to maintain the QF or the QE's equipment in satisfactory and safe operating condition. Without limiting the foregoing, the QE Insurance must be reasonably acceptable to JPS. Any premium assessment or deductible shall be for the account of the QE and not JPS.
- 17.2 The QE Insurance shall have a minimum limit of (a) JA \$1,000,000 dollars for each occurrence if QF is over ten (10) kW and less than or equal to one hundred (100) kW; and (b) JA \$ 350,000 dollars per occurrence if QF is ten (10) kW or less. Such general liability shall include coverage combined single limit, for bodily injury (including death) or property damage.
- 17.3 To the extent that the QE Insurance is on a “claims made” basis, the retroactive date of the policy(ies) shall be the Contract Date or such other date as may be agreed upon to protect the interests of the JPS Indemnified Parties and the QE. Furthermore, to the extent the QE Insurance is on a “claims occurring” basis, the QE's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in Jamaica for actions based in contract or in tort. To the extent the QE Insurance is on an “occurrence” basis, such insurance shall be maintained in effect at all times by the QE during the term of this Contract.
- 17.4 The QE Insurance shall provide that it may not be cancelled or materially altered without at least twenty (20) Business Days' written notice to JPS. The QE shall provide JPS with a copy of any material communication or notice related to the QE Insurance within ten (10) Business Days of the QE's receipt or issuance thereof.
- 17.5 The QE shall be designated as the named insured and JPS shall be designated as an additional named insured under the QE Insurance. The QE Insurance shall be endorsed to be primary to any coverage maintained by JPS.
- 17.6 JPS shall have the right to inspect or obtain a copy of the original policy or policies of insurance.