

## SCHEDULE 4 - INSURANCES

### **PART A. INSURANCES TO BE EFFECTED BY THE EMPLOYER**

#### **1. Third Party General Liability**

Type	Third Party Liability
Insured	<p>a) The Employer</p> <p>b) The Sponsors/The Project Company Joint Venture Partners</p> <p>c) The Contractor (as defined in the EPC Contract) and sub-contractors of every tier</p> <p>d) The Security Trustees</p> <p>e) Each of the Lenders</p> <p>f) Vendors, professional consultants, architects and any other party engaged by any of the other Insured parties for their on-site activities (whilst excluding design work on site) only</p> <p>g) Any Insured's subsidiary companies and their respective officers, directors, employees</p> <p>Including all such parties, whether named hereunder or not, or whether appointed prior to inception of this Insurance or subsequently, but excluding any such party to the extent that they are subject to any economic and trade sanctions, export control and anti-boycott laws and regulations ("<b>Trade Sanctions</b>") by the United States of America, United Nations or European Union.</p> <p>Each for their respective rights and interests.</p>
Period	In accordance with Construction, Erection and Commissioning schedule of the Project.
Interest	All sums which the Insured shall be legally liable for compensation or damages arising out of death of or injury to third party people and damage to third party property happening during the Period of Insurance within the Territorial Limits and arising out of the Project.
Territorial Limits	Worldwide (Excluding USA, Canada and Australia) connection with the Project.
Limit Of Indemnity	PKR 5,000,000 on any one occurrence.
Retained Liability	Not to exceed PKR 50,000 each and every loss material damage loss only. Bodily injury nil.
Conditions	<p>Including but not limited to:</p> <p>a) Worldwide jurisdiction excluding USA/Canada/Australia/Eire</p>

- b) Primary Insurance Clause
- c) ABI Pollution Clause NMA 1685 or equivalent
- d) Cross liability Clause
- e) Failure to Supply Exclusion
- f) Waiver of Subrogation Clause as per London Engineering Group Multiple Insured Clause excluding part 7 and endorsements required by the Finance Agreement.
- g) War and Terrorism exclusion

## **PART B. INSURANCES TO BE EFFECTED BY THE CONTRACTOR**

### **1. Workmen's Compensation and Employer's Liability Insurance**

Insured	The Contractor and all Subcontractors and suppliers of whatever tier and in respect of Employers Liability Insurance the Employer.
Cover employees	Workmen's Compensation and Employer's Liability for affected employees
Amount Insured	In accordance with applicable laws, regulations and ordinances of Pakistan, and prudent industry practice, but not less than PKR 500,000 per occurrence with respect to Employers Liability insurance.
Period	From the Project Start Date until the expiry of the Contractor's obligations under this contract.

### **2. Automobile Liability Insurance**

Insured	The Contractor and all Subcontractors and suppliers of whatever tier, as applicable.
Cover	Liability for damage to third party property or bodily injury to third parties arising out of ownership, use and/or maintenance of motor vehicles owned by the Contractor or for which he is responsible.
Amount Insured	The amount required under the applicable laws, regulations and ordinances of Pakistan but not less than PKR 1,000,000 for any one occurrence.
Period of Insurance	From the Project Start Date until the expiry of the Contractor's obligations under this Contract.

### **3. Contractors Machinery and Equipment Insurance**

Insured	The Contractor and all Subcontractors and suppliers of whatever tier
Cover:	All risks of physical loss or damage to, all items of construction machinery and equipment, special testing apparatus and other items used in the carrying out of the Works owned, leased or hired by the Contractor and or any nominated Subcontractor.
Period	From the Project Start Date until the expiry of the Contractors obligations under this Contract.
Amount Insured	New reinstatement or replacement cost of insured items at the time loss or damage occurs.