

- b. As general guidance, the Company recommends consideration of a commercial general liability policy, covering bodily injury and property damage. The Company also recommends that coverage amounts be considered relative to the nameplate rating of the generator, with higher amounts of coverage for larger generators. Additionally, the Company recommends consideration of the following insurance provisions: (1) naming the Company, its directors, officers, agents, and employees as additional insureds; (2) inclusion of contractual liability coverage for written contracts and agreements including the standard interconnection agreement; (3) inclusion of provisions stating that the insurance will respond to claims or suits by additional insureds against the Customer or any other insured thereunder; and (4) inclusion of provisions that the insurance is primary with respect to the Customer and the Company. The adequacy of the coverage afforded by the insurance should be reviewed by the Customer from time to time, and if it appears in such review that risk exposures require an increase in the coverages and/or limits of this insurance, the Customer should make such increase to that extent.

6. Resolution of Disputes

- a. If there is a dispute between the Customer and the Company as to whether an IRS is required, or as to the scope and cost of the study, then the Company generally would use the following procedures: (1) the Company's Contact Person would inform the Customer of the reasons for and scope of the study required; (2) if the Customer disagrees with the conclusion, then the Customer would meet with representatives from the Company to discuss the matter; (3) if the Customer continues to disagree with the conclusion, then the

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Customer would write to the Company's Contact Person explaining the position of the Customer, and the Company's Contact Person would respond in writing within fifteen (15) business days¹ (so that any dispute is reduced to writing); (4) if the parties continue to have a dispute, then authorized representatives from the Company and Customer (having full authority to settle the dispute) would meet in Hawaii (or by telephone conference) with the meeting to be scheduled within fifteen (15) business days of a written request and attempt in good faith to resolve the dispute; and (5) if the parties continue to have a dispute, then the parties may engage in a form of alternative dispute resolution agreeable to both parties, or a party may request that the Commission resolve the matter by filing a written request with the Commission attaching the relevant information and correspondence, and serving the request on the other party and the Division of Consumer Advocacy of the Department of Commerce and Consumer Affairs of the State of Hawaii.

- b. If there is a dispute as to the need for interconnection equipment, protective devices or control systems, then the Company generally would use the following procedures: (1) the Company's Contact Person would inform the Customer of the reasons for the interconnection equipment/protective devices/control systems; (2) if the Customer disagrees with the conclusion, then the Customer would meet with representatives from the Company to discuss the matter; (3) additional analyses may be conducted by the Company at the request of a Customer that questions the need for particular

¹ The Company, for good cause, may modify the time limit. If the Company modifies the time limit, it shall notify the Customer in writing of the modification and the cause for the modification.

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interconnection equipment/protective devices/control systems if the Customer pays for the analyses; (4) if the Customer continues to disagree with the conclusion, then the Customer would write to the Company's Contact Person explaining the position of the Customer, and the Company's Contact Person would respond in writing within fifteen (15) business days² (so that any dispute is reduced to writing); (5) if the parties continue to have a dispute, then authorized representatives from the Company and Customer (having full authority to settle the dispute), would meet in Hawaii (or by telephone conference) with the meeting to be scheduled within fifteen (15) business days of a written request and attempt in good faith to resolve the dispute; and (6) if the parties continue to have a dispute, then the parties may engage in a form of alternative dispute resolution agreeable to both parties, or a party may request that the Commission resolve the matter by filing a written request with the Commission attaching the relevant information and correspondence, and serving the request on the other party and the Division of Consumer Advocacy of the Department of Commerce and Consumer Affairs of the State of Hawaii.

- c. Customers are not required to exhaust the Company's dispute resolution procedures set forth above before proceeding under provisions applicable to informal or formal complaints or other provisions contained under the Rules of Practice and Procedure before the Public Utilities Commission, currently codified in Title 6, Chapter 61, Subchapter 5 of the Hawaii Administrative Rules, or any other applicable statutes, orders,

² The Company, for good cause, may modify the time limit. If the Company modifies the time limit, it shall notify the Customer in writing of the modification and the cause for the modification.

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rules, or regulations. If any such proceeding is initiated, the Customer shall notify the Company's Contact Person in writing that it does not desire to continue the Company's dispute resolution procedures.

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