HDFC ERGO General Insurance Company Limited



Customer Information Sheet

Solar Panel Warranty Insurance

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

SI No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Solar Panel Warranty Insurance	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125CP0003V01202021	NA
3	Structure	Basis of Sum / Limit Insured	NA
		· Indemnity	
4	Interests Insured	Solar photovoltaic modules manufacturers & solar park developers	NA
5	Sum Insured / Motor Insured Declared Value Scope	< <as per="" policy="" schedule="">></as>	Policy Schedule
6	Policy Coverage	Solar Panel Warranty Insurance Covers the losses with regards to performance warranty & product warranty offered by manufacturers to the buyers. Solar Panel Warranty Insurance SECTION 1 covers: In the event that, during the Indemnity Period, a Breach occurs, we will indemnify the Insured for its Loss directly resulting from such Breach. Solar Panel Warranty Insurance. SECTION 2 covers: In the event that, during the Indemnity Period, a Breach occurs, we will indemnify the Beneficiary for its Loss resulting from such Breach, but only if the Insured has failed to comply with its contractual obligations under the Product Warranty or Performance Warranty in respect of such Breach due to the Insolvency of the Insured.	INSURING CLAUSES AGREEMENT
7	Add-on Cover	< <as per="" policy="" schedule="">></as>	Policy Schedule
8	Loss Participation	<as per="" policy="" schedule="">></as>	Policy Schedule
9	Exclusions	Section-1 In addition to the exclusions set forth in the Warranty, the Insurer shall not be liable to pay any Loss arising out of, relating to or resulting directly or indirectly from or payable under: 1. any Loss occurring during the Waiting Period; 2. any ex gratia payment made by the Insured to the Buyer; 3. any (i) Breach of which any of the Representatives had actual knowledge or should have been known through reasonable due diligence prior to or at the date of Inception or (ii) material inaccuracy or incompleteness in the Application and the Questionnaire;	Exclusions

SI No	Title		scription (Please refer to applicable Policy Clause Number next column)	Policy / Clause Number
		4.	Any failure in quality control as specified in the Insured quality handbook and work instructions controlled by means of ISO-9000/9001;	
		5.	any fraud or wilful intent to deceive the Insurer committed by the Insured or any Representatives or any gross negligence on the part of any of the Insured or its Representatives;	
		6.	any inverters, cables, trackers, module level electronics, fastening systems or objects for mounting or transporting any Photovoltaic Module;	
		7.	any installation, dismantling, removal, transportation, reassembly or modification of Photovoltaic Module;	
		8.	any fault, defect, error or omission in design, plan or specifications of the Photovoltaic Modules. For the avoidance of doubt, if the modules are produced accordance to (NAME OF THE CERTIFICATE WHICH CONTAINS SPECIFICATIONS) any defects shall not be considered as design defect.	
		9.	any misuse, abuse, neglect or accident, inadmissible alteration, improper installation application, or non-observance of the Insured's installation and maintenance instructions, repairs or modification of the Photovoltaic Module.	
		10.	any external influence on the Photovoltaic Modules other than the normal climate and weather related conditions, including but not limited to fire, lightning, explosion, windstorm, hail, flood, earth movement, earthquake, mine subsidence, riot, civil commotion, vandalism and malicious mischief whether or not caused by or attributable directly or indirectly, to the Photovoltaic Modules and/or contributing to a Breach.	
		11.	any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;	
		12.	any acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence;	
		13.	any act of Terrorism, including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;	
		14.	any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;	

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		15. any radioactive, toxic, explosive or otherwise hazardous or contaminating proper-ties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;	
		16. any weapon or device employing atomic or nuclear fission and/or fusion or any other similar reaction or radioactive force or matter;	
		17. any pollution and/or contamination, directly or indirectly, arising from any cause whatsoever and any loss, cost or expense due to any request, demand or order that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of any solid, liquid, gaseous or thermal irritant or contaminant; or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of any solid, liquid, gaseous or thermal irritant or contaminant. Section- 2 In addition to the exclusions set forth in the	
		Warranty, the Insurer shall not be liable to pay any Loss arising out of, relating to or resulting directly or indirectly from or payable under:	
		any Loss occurring during the Waiting Period; any (i) Breach of which any of the Representatives had actual knowledge or should have been known through reasonable due diligence prior to or at the date of Inception or (ii) material inaccuracy or incompleteness in the Application and the Questionnaire;	
		any failure in quality control as specified in the Insured quality handbook and work instructions controlled by means of ISO-9000/9001;	
		4. any fraud or wilful intent to deceive the Insurer committed by the Insured or any Representatives or any gross negligence on the part of any of the Insured or its Representatives;	
		5. any inverters, cables, trackers, module level electronics, fastening systems or objects for mounting or transporting any Photovoltaic Module;	
		6. any installation, dismantling, removal, transportation, reassembly or modification of Photovoltaic Module;	
		7. Any fault, defect, error or omission in design, plan or specifications of the Photovoltaic Modules. For the avoidance of doubt, if the modules are produced accordance to (NAME OF THE CERTIFICATE WHICH CONTAINS SPECIFICATIONS) any defects shall not be considered as design defect.	

SI No			e
		8. Any misuse, abuse, neglect or accident, inadmissible alteration, improper installation application, or non observance of the Insured's installation and maintenance instructions, repairs or modification of the Photovoltaic Module	
		9. any external influence on the Photovoltaic Modules other than the normal climate and weather related conditions, including but not limited to fire, lightning, explosion, windstorm, hail, flood, earth movement, earthquake, mine subsidence, riot, civil commotion, vandalism and malicious mischief whether or not caused by or attributable directly or indirectly, to the Photovoltaic Modules or contributing to a Breach.	
		10. any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;	
		 any acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence; 	
		12. any act of Terrorism, including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;	
		13. any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;	
		14. any radioactive, toxic, explosive or otherwise hazardous or contaminating proper-ties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;	
		15. any weapon or device employing atomic or nuclear fission or fusion or any other similar reaction or radioactive force or matter;	
		16. any pollution or contamination, directly or indirectly, arising from any cause whatsoever and any loss, cost or expense due to any request, demand or order that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of any solid, liquid, gaseous or thermal irritant or contaminant; or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of any solid, liquid, gaseous or thermal irritant or contaminant.	

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10.	Special Conditions and Warranties (if any)	< <as per="" policy="" schedule="">></as>	Policy Schedule
11.	Admissibility of Claim	Condition Precedent. It shall be a condition precedent to indemnification under this Policy that the following requirements are satisfied:	NA
		 Amount of Loss. The Loss exceeds the greater of: x% of the Sales Price of all Photovoltaic Modules in the respective Insured Sales Contract; or 	
		 ii. Mitigation. The Beneficiary shall as far as possible protect and preserve the Photovoltaic Modules during and after a Breach and take reasonable care to reduce the Loss. 	
		iii. Notification of Breach. The Beneficiary undertakes to notify the Insurer of any Breach, or any matter that may reasonably be expected to give rise to a Loss.	
		iv. Claims Filing Procedure. The Beneficiary shall deliver a Claim Notice in the form attached hereto as Exhibit D to the Insurer, signed by an authorized representative of the Beneficiary, as soon as reasonably practicable, but no later than one year after the Beneficiary is made aware of a Breach, after the Beneficiary becomes aware of any Loss or any Breach or matter that may reasonably be expected to give rise to a Loss.	
		v. Insolvency / Due Diligence against Insured. Any Claims Notice submitted by the Beneficiary shall include proof of Insolvency of the Insured.	
		vi. Withdrawal of Claim against Insured (if necessary). If Beneficiary has submitted a claim to the Insured, then the Beneficiary shall also submit written proof to the Insurer that such claim has been withdrawn. It shall be a condition precedent to indemnification under this Section 2 that there has been no payment made for the same Loss directly resulting from the same Breach under Section 1 Photovoltaic Sales Policy.	
		vii. Cooperation and Information. The Beneficiary shall, and to the extent possible shall cause its Affiliates to cooperate with the Insurer and, in a timely manner, provide the Insurer with complete and accurate information in connection with any notifications of circumstances or claims (including a Claim Notice) or other matter relating to this Policy.	
		viii. Examination and Audit Rights. The Beneficiary shall permit the Insurer upon reasonable notice to examine, photocopy or take extracts from the books, records, data, files and information of the Beneficiary and its respective Affiliates and grant access to the Beneficiary's and its respective Affiliates' representatives (including auditors or external professional advisors) for interviews and depositions during normal business hours and at reasonable locations.	

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		ix. Maintenance of Records. Until the later of 90 days after (i) the expiration of the respective Indemnity Period and (ii) the final resolution of all claims or disputes relating to this Policy, the Beneficiary shall, and to the extent possible shall cause its Affiliates to, maintain all Claims Details and all of their respective materials relating to historical performance monitoring of the respective photovoltaic parks.	
		x. Assignment of Rights	
		 In the event of any payment by the Insurer in connection with this Policy, the Beneficiary shall assign to the Insurer all of the Beneficiary's respective rights against the Insured. 	
		xi. Subrogation.	
		 The Beneficiary shall preserve any indemnification or other rights against any other person or entity for any Loss and preserve the Insurer's subrogation rights with respect thereto, including but not limited to the Beneficiary's claim against the Insured. 	
		2. In the event of any payment by the Insurer in connection with this Policy, the Insurer shall be subrogated to, and the Beneficiary shall assign to the Insurer, all of the Beneficiary's respective rights of recovery against any person or entity based upon, arising out of or relating to such payment. If the Beneficiary is unable to assign such rights to the Insurer, or if the Insurer desires, then, instead of assigning such rights to the Insurer, the Insured shall allow the Insurer to bring suit in their name. The Beneficiary shall, and to the extent possible shall cause its respective Affiliates to, execute all papers required and take all steps reasonable, necessary or advisable to secure and further such subrogation and assignment rights. In no event shall the Beneficiary or its respective Affiliates waive any rights that could adversely affect any such subrogation or assignment rights. Any amounts recovered by the Insurer in connection with the exercise of its subrogation or assignment rights shall be applied first to reimburse the Insurer for any Loss paid by the Insurer pursuant to this Policy and for any costs or expenses incurred in connection with such recovery and then the remainder of such recovered amounts shall be paid to the Beneficiary.	
		xii. Updates and information. Subsequent to delivery of any notification referred to above:	
		 The Beneficiary shall keep the Insurer informed about the development of any Breach, or any matter that may reasonably be expected to give rise to a claim under the Policy. 	
		Furnish any other information and documentary evidence that the Insurer may require regarding such notification.	

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		3. The Beneficiary or anyone acting on its behalf shall comply with any reasonable recommendations the Insurer may make following the notification of any Loss or potential Loss that might give rise to a claim under the Policy.	
		b. Insurer's Response. The Insurer shall respond to a Claim Notice as soon as reasonably practicable.	
		The Insurer reserves the right to instruct experts to inspect and carry out inspections and tests on the relevant Photovoltaic Modules. In order to enable such inspections and tests the Insured is obliged to keep and store the relevant Photovoltaic Modules until the Insurer has permitted them to be released them for disposal.	
		To further examine a claim under this Policy, the Insured shall permit the Insurer to examine, photocopy or take extracts from the books, records, data, files and information of the Insured and their respective Affiliates and access to the Insured' and their respective Affiliates' representatives (including auditors or external professional advisors).	
		c. Offsetting Recoveries. A Loss shall be reduced by any offsetting recoveries (including recoveries from any other insurance policies or indemnities, or from the sales of affected modules) or tax benefits due to any of the Insured or its respective Affiliates.	
12.	Policy Servicing - Claim Intimation and Processing	Toll free / IVRS number of the Insurer	NA
		120 6234 6234 / 022-6234 6234	
		Website / Email	
		www.hdfcergo.com	
		care@hdfcergo.com	
		Turn Around Time (TAT) in working hours / days for claims settlement - 30 days from Last Document received date.	
		Customer Escalation Matrix	
		Level 1 In case the Complainant has not received a response or is not satisfied with the response / resolution given / offered, then the Customer can write to: The Complaints & Grievance Cell HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra e-mail: grievance@hdfcergo.com	
		Level 2 In case the Complainant has not received a response or is not satisfied with the response / resolution given / offered by the C&G cell, then the Customer can write to the Chief Grievance Officer of the Company at the following address The Chief Grievance Officer HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra e-mail: cgo@hdfcergo.com	

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13.	Grievance Redressal and Policyholders Protection	If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:	
		Our Grievance Redressal Officer	
		If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through: Call Centre - 120 6234 6234 / 022-6234 6234	
		Emails – grievance@hdfcergo.com	
		Contact Details for Senior Citizens: 022 6242 6226 I Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.	
		Company Website – www.hdfcergo.com	
		Courier - Any of our Branch office or corporate office	
		You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.	
		If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at	
		The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra	
		In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address	
		To the Chief Grievance Officer	
		HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra e-mail: cgo@hdfcergo.com	
		Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in	
		You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:	
		Insurance claim that has been rejected or dispute of a claim on legal construction of the policy	
		Delay in settlement of claim	
		Dispute with regard to premium	
		Non-receipt of your insurance document	
		You may also refer Our website www.hdfcergo.com	
		https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.	

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14.	Obligations of the Policyholder	To disclose all information correctly sought by the insurer at time of filling the proposal form	NA
		 In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately 	
		Non-disclosure of material information may affect the claim settlement.	

Declaration by the Policyholder;

I have read the above and confirm having noted the details.

Place:	
Date:	
	(Signature of the Policyholder)

Note: In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.