

HDFC ERGO General Insurance



SOLAR PANEL WARRANTY INSURANCE

Photovoltaic Sales and Buyer Policy

Policy Number:

This Policy is effected between

1. Hereinafter the **Insured**.

and

2. **HDFC ERGO General Insurance Company Limited**, hereinafter the **Insurer**.



SECTION 1

(Photovoltaic Sales Policy)

Preamble

(Hereinafter referred to as “Insured” is an India based manufacturer of photovoltaic modules which are sold)

“Insured” wishes to insure its contractual liabilities arising out of the long-term performance and product warranties provided to its customers according to the “Insured Product & Performance Limited Warranty”(hereinafter referred to as the “**Warranty**”) which shall be part of the Insured Sales Contract between Insured and its customers.

This Section 1 (hereinafter referred to as the “**Section 1: Photovoltaic Sales Policy**”) shall, according to the Policy’s terms, conditions and limitations, indemnify Insured for the costs and expenses necessary to fulfil its obligations under the Warranty.



Solar Panel Warranty Insurance - Section 1 (Photovoltaic Sales Policy):

1. Schedule

Insured	Name & Address of Insured
Insurer	HDFC ERGO General Insurance Company 1 st Floor, HDFC House, 165-166 Backbay Reclamation, H.T Parekh Marg, Churchgate, Mumbai- 400 020, India
Policy Period	From hereinafter referred to as the “ Inception Date ”) until (hereinafter referred to as the “ Expiration Date ”).
Indemnity Period	The Indemnity Period shall be effective from the date on which the Warranty becomes effective, and shall continue: <ul style="list-style-type: none"> a) with regard to the Performance Warranty, for a period of xx years; and b) with regard to the Product Warranty, for a period of xx years.
Total Sum Insured	The Total Sum Insured is the Sales Price of all Photovoltaic Modules in the Insured Sales Contract which shall be calculated no later than ninety (90) days after the Expiration Date, after receipt of notification containing the total amount of Insured Sales Contracts entered into during the Policy Period. If the Total Sum Insured calculated is less than INR xxx the Total Sum Insured shall be deemed INR xxx. The Total Sum Insured shall be no greater than INR xxx; if the calculated amount has reached INR xxx any further sales contracts may be submitted by the Insured under this Policy upon the written approval of the Insurer. Such written approval to be submitted by the Insurer to the Insured within 30 days.
Policy Limit	The Insurer’s maximum cumulative and aggregate limit of liability under this Policy in respect of all Photovoltaic Modules attaching to this Policy during the Policy Period until expiry of the respective Indemnity Period shall not exceed x% of the Total Sum Insured ie Rs. xxx The Policy Limit shall apply in excess of the Deductible and the Self-Insured Retention. Any payment of Loss shall erode the Policy Limit.
Sublimit	The Insurer’s aggregate liability under this Policy per Insured Sales Contract shall not exceed the Sublimit. The Sublimit shall apply per Insured Sales Contract, and shall not exceed x% of the Sales Prices of all Photovoltaic Modules in the respective Insured Sales Contract.

	The Sublimit per Insured Sales Contract shall apply in excess of the Deductible and the Self Insured Retention. The Sublimit is part of and shall not apply in addition to the Policy Limit.
Deductible	<p>The Insurer shall only indemnify the Insured for Loss incurred in excess of the Deductible. The Deductible shall be the greater of:</p> <ul style="list-style-type: none"> • INR xxx; or • x% of the Sales Price of all Photovoltaic Modules in the respective Insured Sales Contract. <p>The Deductible shall apply separately for each Loss under one Insured Sales Contract resulting from one Breach. Any limits of liability shall apply in excess of the Deductible.</p>
Waiting Period	The Insurer shall not be liable for any Loss incurred during the first xx consecutive months of the Indemnity Period.
Self-Insured Retention	The Self-Insured Retention shall be xx% of each and every Loss exceeding the Deductible, to be retained by the Insured.
Linear Depreciation	A Linear Depreciation of x% of Sales Price to be applied per year starting from the Shipment Date.
Premium	<p>The Premium shall be x % of the Actual Total Sum Insured.</p> <p>The Premium shall include Premium for the SECTION 1 (Photovoltaic Sales Policy) and/or SECTION 2 (Photovoltaic Buyers Policy) as applicable.</p> <p>The Insured shall pay to the Insurer the Premium immediately after it has been invoiced by the Insurer after receipt by Insurer of the notification of any Insured Sales Contracts as set forth in Clause 7.3.1. Premium may be adjusted at the end of policy period according to the final Total Sum Insured.</p> <p>The amount of premium to be paid shall be reduced by the minimum deposit premium received by the insurer.</p> <p>Premium shall be deemed fully earned and non-refundable</p>
Minimum Deposit Premium	The Minimum Deposit Premium of INR xxx shall be deemed fully earned and non-refundable.
Special Conditions	
Currency	Indian Rupee
Law and Jurisdiction	India

CLAIMS:

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146 CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Trade Logo displayed above belongs to HDFC Bank Ltd and ERGO International AG and used by the Company under license. | Solar Panel Warranty Insurance | HE/CL/miscellaneous-2/20-21/223



(Person (s) to be notified)

For notice of a claim or circumstances which could give rise to a claim

Manager

- (a) Claims Department
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
AndheriKurla Road, Andheri East
Mumbai-400059
India

Such notice shall be effective on the date of receipt by the Company at such address

- (b) For all other notices:
Underwriting Manager
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
AndheriKurla Road, Andheri East
Mumbai-400059
India

In witness whereof, the Company has caused this policy to be signed by its authorized employee.



For Queries/Claim Services	Toll-free	1800 2 700 700	E-mail	care@hdfcergo.com	SAC Code	9971
Address	6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri(E), Mumbai, Maharashtra - 400059.					

Goods and Service Tax Registration No: 27AABCL5045N1Z8,

Note: Where the proposal form is not received, information obtained from insured, whether orally or otherwise, is captured in the policy document. Discrepancies, if any, in the information contained in the policy document may be pointed out by an insured within 15 days from the policy issue date after which information contained in the policy document shall be deemed to have been accepted as correct.

The company may cancel the policy by sending 15 days notice in case of any fraud, misrepresentation, non disclosure of material fact or non cooperation of the insured as per Regulation 11.1.(xiii) of IRDAI (Protection on Policy Holders interests) Regulations, 2017.

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

Branch :	6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri(E), Mumbai, Maharashtra - 400059.
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2. DEFINITIONS

The capitalized terms used in the Policy shall have the meanings as defined in the following Definitions or at any other place within the Policy or endorsed thereto, including the Schedule and the Exhibits.

A definition to the singular shall include the plural and vice versa.

“Actual Module Performance” means the performance of the Photovoltaic Modules to be determined based upon the test performed according to the standards set forth in the Approved Test.

“Application” means the executed **application** submitted by the Insured in connection with the underwriting of this Policy (including Questionnaires, flash data sheets, etc.).

“Approved Test” means a statistical sample test of the respective modules carried out by an independent expert approved by the Insurer to prove a decrease of the power output of an Photovoltaic Module which is due to Faulty Manufacturing, Material Defect and/or Material Aging. For the purpose of determining the power output, measurements shall be carried out in accordance with the requirements set forth in the Performance Warranty. All relevant measurement uncertainties and statistical errors must be duly taken into account.

“Breach” means:

A claim by a Buyer under the Performance Warranty directly resulting from an unforeseen decrease in power output of the **Actual Module Performance** below the Insured Module Performance level due to Faulty Manufacturing, Material Defect, or Material Aging; or

A claim by a Buyer under the Product Warranty directly resulting from the Photovoltaic Modules being defective due to the Specified Defects of Photovoltaic Modules as set forth in Exhibit B.

The same Breach either 1) occurring several times within a period of more than one year, or 2) arising out of different Insured Sales Contracts, or 3) not resulting from the same Unique Failure Patterns shall be considered as separate Breaches under this Policy, and all deductibles and limits shall apply separately to each Breach.

“Buyers” means the buyer of the Photovoltaic Modules under the Insured Sales Contracts.

“Faulty Manufacturing” means any defect, including but not limited to a defect in the assembly or construction of a Photovoltaic Module which was not detected by the Insured’s quality management and control system (including final functional acceptance tests) as it was inspected, approved and/or prescribed by the Insurer upon the necessary underwriting due diligence.

“Insured Module Performance” means the warranted performance of the Photovoltaic Modules as set forth in the Performance Warranty.

“Insured Sales Contracts” means those sales contracts for Photovoltaic Modules for which the Relevant Information has been received by the Insurer in accordance with Clause 7.3.1 of this Policy

“**Linear Depreciation**” means the percentage rate of linear depreciation of the Sales Price of each Photovoltaic Module over time as set forth in the Schedule which results in the Actual Cash Value calculated for a specific year “n” as follows:

Actual Cash Value (n) = Sales Price* (100% - n * Linear Depreciation)

“**Material Aging**” means any gradual irreversible deterioration in the material properties of the Photovoltaic Modules as a result of the passage of time, that cause a reduction in power output as set forth in the Performance Warranty, in excess of expected wear and tear and degradation.

“**Material Defect**” means any faulty material forming part of a Photovoltaic Module which is not detected by the Insured’s quality management and control system (including final functional acceptance tests) as it was inspected, approved or prescribed by the Insurer upon the necessary underwriting due diligence.

“**Performance Warranty**” means the warranted percentages of out as set forth in Clause 2 of the Warranty as attached as Exhibit B.

However, for the purposes of this Policy, the warranted percentages of output as specified in the Warranty shall be calculated by subtracting x% from the nominal power output of the Photovoltaic Module to account for the power measurement tolerance.

“**Photovoltaic Modules**” means photovoltaic modules that fulfil the product type specifications as set forth in Exhibit A, and are sold as part of an Insured Sales Contract within the Policy Period, with a total sales price of the photovoltaic modules of at least INR xxx.

“**Power Measurement**” means the determination of the characteristic IV curve of a Photovoltaic Module according to IEC-60904 with traceable calibrated equipment including the correction of the IV curve to Standard Test Conditions and the calculation of the maximum power point (Pmpp). Any uncertainty resulting from the calibration, the accuracy of the equipment, instabilities of the setup, the correction and calculations methods, or error propagations have to be determined and taken into account appropriately.

“**Product Warranty**” means the Product Warranty as set forth in Clause 3 of the Warranty as attached as Exhibit B.

“**Questionnaire**” means the document containing the questions for the risk assessment and the Insured’s answers thereto which was executed and delivered to the Insurer as required with the underwriting of this Policy as part of the **Application**.

“**Refund Costs**” means the one-time payment of the cash value per defective Photovoltaic Module of the underperformance of the Photovoltaic Modules, being the sum of the difference in the **Actual Module Performance** (in Wp) and the Insured Module Performance multiplied by the market price in USD/Wp at the date of the claim under the Policy, but not exceeding the Sales Price in USD/Wp of the defective Photovoltaic Modules.

“**Relevant Information**” means with respect to the Photovoltaic Module the Buyer’s name and address, the Sales Price, the serial numbers, product types, bill of materials, test reports, flash data and the date specified as shipment date in the respective Insured Sales Contract.

“**Repair Costs**” means the reasonable and necessary costs the Insured actually incurs to fix the Photovoltaic Modules to a condition that complies with the Insured Module Performance.

“**Representatives**” means the principal persons who (i) supervised, reviewed or conducted the



disclosure process in connection with the **Application**, (ii) supervised, reviewed, prepared or negotiated the Performance Warranty and the Product Warranty or (iii) other key individuals set forth in Exhibit E.

“Sales Price” means the consideration in cash paid to and received by the Insured from the sale of Photovoltaic Module to the Buyer as evidenced in the respective invoices, net of all taxes, fees, transport or other miscellaneous costs.

However, Sales Price shall not include any consideration received for resale, relocation or replacement of Photovoltaic Module as well as provision of additional photovoltaic modules whether or not ex gratia or due to any (statutory or contractually) legal obligations.

“Terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Unique Failure Pattern” means that a Breach is related to the same root cause in a factual and timely manner or is caused by the same supply materials.

3. INSURING AGREEMENT

- 3.1. In the event that, during the Indemnity Period, a Breach occurs, the Insurer will, subject to the terms and conditions of this Policy including any limitation on the Insurer's liability, indemnify the Insured for its Loss directly resulting from such Breach.

4. INDEMNIFICATION

4.1.1. The Insurer shall indemnify the Insured for its **Loss** which shall be calculated as follows:

4.2. With regard to the **Performance Warranty**:

4.2.1. The lesser of:

4.2.2. the Repair Costs

4.2.3. the costs the Insured actually incurs to replace the Photovoltaic Modules in order to reinstate the Insured Module Performance of the defective Photovoltaic Module; or

4.2.4. the costs to provide additional photovoltaic modules required to restore the actual power output of the Photovoltaic Modules to a level as guaranteed under the Performance Warranty; or

4.2.5. the Refund Costs of the underperformance of the Photovoltaic Modules; or

4.2.6. the Actual Cash Value of the defective Photovoltaic Modules.

4.3. With regard to the **Product Warranty**:

4.3.1. The lesser of:

4.3.2. the costs the Insured actually incurs to replace the defective Photovoltaic Modules; or

4.3.3. the costs the Insured actually incurs to repair the defective Photovoltaic Modules; or

4.3.4. the Actual Cash Value of such defective Photovoltaic Modules.

4.3.5. However, for both Performance Warranty and Product Warranty, any costs the Insured incurs for transportation, labour, testing, consultation, disassembly and reassembly of the Photovoltaic Modules affected by underperformance or Faulty Manufacturing, Material Defect or Material Aging shall be excluded.

5. SPECIAL PROVISIONS REGARDING SECTION 2 (Photovoltaic Buyer Policy)

5.1. The Insured has entered into Section 2 (Photovoltaic Buyer Policy) under which the Buyers shall be the beneficiaries in case of the insolvency of the Insured.

5.2. In the event a claim is made under the Section 2 (Photovoltaic Buyers Policy) against the Insurer, the Insurer shall no longer have any liabilities or obligations to the Insured under this Policy.

5.3. Any Loss payments made by the Insurer under this Policy shall erode the Policy Limit, Sub limits and the Manufacturer Limit of the SECTION 2 (Photovoltaic Buyer Policy) and the Policy Limit, Sub limits and Manufacturer Limit of this Policy.

6. EXCLUSIONS

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:

- 6.1. any Loss occurring during the Waiting Period;
- 6.2. any ex gratia payment made by the Insured to the Buyer;
- 6.3. 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;
- 6.4. any failure in quality control as specified in the Insured quality handbook and work instructions controlled by means of ISO-9000/9001;
- 6.5. 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;
- 6.6. any inverters, cables, trackers, module level electronics, fastening systems or objects for mounting or transporting any Photovoltaic Module;
- 6.7. any installation, dismantling, removal, transportation, reassembly or modification of Photovoltaic Module;
- 6.8. 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 IEC 61215 certificate any defects shall not be considered as design defect.
- 6.9. 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.
- 6.10. 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.
- 6.11. 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;
- 6.12. 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;
- 6.13. 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;
- 6.14. any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- 6.15. any radioactive, toxic, explosive or otherwise hazardous or contaminating proper-ties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

- 6.16. any weapon or device employing atomic or nuclear fission and/or fusion or any other similar reaction or radioactive force or matter;
- 6.17. 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.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Adherence to Terms and Conditions.** The Insurer's liability shall be contingent on the Insured's due observance and fulfilment of the terms and conditions of this Policy.
- 7.2. **Representations and Warranties.** By accepting this Policy, the Insured represents and warrants that:
- 7.2.1. it is purchasing the coverage described in this Policy with full knowledge and acceptance of its terms and conditions without any reliance on any representation, warranty, advice or other statement by the Insurer or any of its representatives or advisors regarding any legal, tax or accounting implications or requirements of the coverage described in this Policy;
- 7.2.2. it owes a duty to the Insurer to disclose any and all information that is relevant and material to the Insurer so as to enable it to determine whether to provide this Policy;
- 7.2.3. the information and material disclosed to the Insurer is complete and accurate in any and all material manner and not misleading and no information or material has not been disclosed to the Insurer that, if disclosed to the Insurer would, individually or taken together, materially affect the issuance of this Policy or Insurer's liability hereunder in any material manner;
- 7.2.4. it has no knowledge or information of any matter, fact or circumstance, which is likely to give rise to a Loss as of the Inception Date.

7.3. Insured's Obligations.

- 7.3.1. **Notification of individual Insured Sales Contracts.** The Insured shall provide to the Insurer the form attached hereto as Exhibit C, no later than ninety (90) days after the date specified as shipment date in the respective Insured Sales Contract, which shall include all Relevant Information.
- 7.3.2. **Notification of total amount of Insured Sales Contracts.** The Insured shall provide to the Insurer no later than 90 days after the Expiration Date, a notification containing the total amount of Insured Sales Contracts entered into during the Policy Period.
- 7.3.3. **Inspection of Photovoltaic Modules.** At any time during the Policy Period, the Insured shall grant access to the Insurer and the Insurer's experts (including auditors and external professional advisors) to inspect and carry out tests on the Photovoltaic Modules and their production and delivery process. The Insured shall be obliged to implement any recommendations the Insured's experts issue that are critical to secure the long-term performance of the Photovoltaic Modules. In case the Insured refuses to

make the implementations as suggested by the Insured's expert, the Insurer shall have the right to cancel this Policy by giving written notice of 30 days to the insured.

7.4. Notification of Breach; Claim Filing Procedure; Determination of Loss; Payment of Loss.

7.4.1. Notification of Breach. The Insured undertakes to notify the Insurer of any Breach or any matter that may reasonably be expected to give rise to a Loss as soon as the estimated or actual amount of Losses or claims may exceed 50% of the Deductible.

7.4.2. Claims filing procedure. The Insured shall deliver a Claim Notice in the form attached hereto as Exhibit D to the Insurer, signed by an authorized representative of the Insured, as soon as reasonably practicable but no later than one year after the Insured becomes aware of any Loss or any Breach or matter that may reasonably be expected to give rise to a Breach or Loss.

7.4.3. Updates and information. Subsequent to delivery of any notification set forth in Clause 7.4.1 or 7.4.2:

7.4.3.1. the Insured 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;

7.4.3.2. furnish any other information and documentary evidence that the Insurer may require regarding such notification;

7.4.3.3. the Insured 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; and

7.4.3.4. the Insured will as may be reasonably required, submit for examination under oath of any person designated by the Insurer and sign the written records of examination.

7.4.4. Insurer's Response. The Insurer shall respond to a Claim Notice as soon as reasonably practicable.

7.4.5. Inspection of defective Photovoltaic Modules. In order to enable inspections or tests on defective Photovoltaic Modules, the Insured is obliged to keep and store such defective Photovoltaic Modules until the Insurer has permitted them to be released them for disposal.

7.4.6. Duty to Defend. The Insurer shall not assume any duty to defend the Insured with respect to any claim made by a Buyer against the Insured. However, the Insurer shall be entitled to associate in the defence, prosecution, negotiation and settlement of any claims by a Buyer against the Insured under the Warranty.

7.4.7. 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 defective modules) or tax benefits due to any of the Insured or any of its Affiliates.

7.4.8. Mitigation. The Insured shall as far as possible protect and preserve the Photovoltaic Modules during and after a Breach and take reasonable care to reduce the Loss.

7.4.9. Cooperation and Information. The Insured 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 as required under Clause 7.4 of this Policy or other matter relating to this Policy.

- 7.4.10. **Examination and Audit Rights.** The Insured shall permit the Insurer upon reasonable notice to examine, photocopy and take extracts from the books, records, data, files and information of the Insured and its respective Affiliates and grant access to the Insured's and its respective Affiliates' representatives (including auditors or external professional advisors) for interviews and depositions during normal business hours and at reasonable locations.
- 7.4.11. **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 Insured shall, and to the extent possible, shall cause its Affiliates to maintain all information as required in the Claims Notice Form and all of their respective materials relating to the due diligence conducted in connection with the production and Sale of the Photovoltaic Module.
- 7.5. **Other Insurance Coverage.** If there is other collectible insurance for the Loss, the Policy will cover as excess insurance and will not contribute with such other insurance. The Insured will not insure or seek to insure the Deductible and the Self-Insured Retention without the prior written consent of the Insurer.
- 7.6. **Subrogation.**
- 7.6.1. The Insured 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.
- 7.6.2. In the event of any payment by the Insurer in connection with this Policy, the Insurer shall be subrogated to, and the Insured shall assign to the Insurer, all of the Insured's respective rights of recovery against any person or entity based upon, arising out of or relating to such payment. If the Insured 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 the Insured's name. The Insured 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 Insured 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 Insured.
- 7.6.3. The Insured shall defend at its own expense, and satisfy any liability with respect to, any counterclaim or third party demand asserted in connection with any subrogation or assignment claim pursued by the Insurer.
- 7.7. **Reimbursements.** After any payment by the Insurer in connection with this Policy, (i) if it is determined pursuant to the procedures set forth in this Policy that all or any portion of the amount paid did not constitute Loss or is excluded from coverage under this Policy or (ii) if any of the Insured or its respective Affiliates receive, directly or indirectly, amounts from any insurance, indemnification or other source which reduces the amount of Loss actually incurred, then the Insured or its Affiliates shall promptly, and in no event later than 60 days

after such determination or receipt, reimburse or refund to the Insurer the amount overpaid.

7.8. Use of marks; Public Announcements; Marketing; GTS Business Suite.

7.8.1. **Use of marks.** The Insured and Insurer acknowledge and agree that each party owns all rights, title, interest and goodwill in such party's logo, trademarks, service marks and other similar designations (**Marks**) and that all rights, title, and interest in and to each party's Marks shall remain with that party. During the Policy Period, the Indemnity Period and thereafter, the Insurer and Insured agree to do nothing inconsistent with the other party's sole and exclusive ownership of such Marks. Except as permitted in the Policy or in a separate written agreement between the parties, the Insured and Insurer agree that they will not adopt or use the other party's Marks, either alone or in combination with other terms, or any other marks based on the other party's Marks or any designation confusingly similar to the other party's Marks.

7.8.2. **Public announcements.** Neither the Insured nor Insurer will issue any press release or make any public announcement or statement regarding this Agreement or that party's relationship with the other party without the prior written approval of the other party. Exhibit F includes a list of pre-agreed public statements and announcements.

7.8.3. **Marketing Materials.** The Insurer and Insured will provide or cause to be provided to the other party copies of all materials (in whatever form) created by or on behalf of Insured and /or its Affiliates to publicize the relationship between the Parties stipulated by this Policy including this Policy (**Marketing Materials**) within a reasonable time prior to the scheduled date for the use of such Marketing Materials. The use and publication of all such Marketing Materials shall be subject to the other party's prior approval which cannot be unreasonably withheld. Exhibit G includes a list of pre-agreed Marketing Materials. The Insurer and Insured acknowledge and agree that Marketing Materials and advertising related to this Policy and the cooperation and/or relationship between the Parties shall at all times be in compliance with all applicable laws and regulations.

7.8.4. **GTS Business Suite.** The Insured agrees that the conclusion of this Policy will be included into Munich Re's Green Tech Solution website called GTS Business Suite which provides for an overview of modules manufacturers having concluded insurance with respect to photovoltaic modules.

7.9. **Titles.** The titles of paragraphs, sections, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

7.10. **Severability.** If any provision of the Policy is found by any governmental authority or court of law to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Policy and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

7.11. **Inconsistency.** In case of any difference or inconsistency in the terms and conditions between this Policy and the Warranty, the terms and conditions of this Policy shall prevail.

7.12. **Language.** All notices and communication (including accompanying documentation, annexes, exhibits and attachments) to be made under or in connection with this Policy shall be made in the English language.

7.13. **Currency.** All statements of account, reports, financial statements, claims notifications, loss reports and all payments between the parties shall be reported in the currency or currencies specified in the Schedule. For the purpose of this Policy, any other currencies shall be converted at the rates of exchange used in the Insurer's books or where there is a specific remittance for a loss settlement at the rates of exchange used at that actual date of Loss. Rates of exchange shall be the official London exchange rates published by international financial news agencies (London Fixing).

7.14. **Notice.**

Person (s) to be notified **For notice of a claim or circumstances which could give rise to a claim**

Manager

(a) Claims Department
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
AndheriKurla Road, Andheri East
Mumbai-400059
India

Such notice shall be effective on the date of receipt by the Company at such address

(b) For all other notices:
Underwriting Manager
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
AndheriKurla Road, Andheri East
Mumbai-400059
India

7.15. **Limitation.** Unless otherwise agreed, claims under this Policy shall be time-barred and unenforceable under or with respect to this Policy or otherwise, unless reported in writing to the Insurer and made within one (1) year of the date the Insured or its representative first became aware of, or were made aware of the claim. In no event shall a claim be covered under this Policy that is made after the expiration of the Indemnity Period.

7.16. **Waiver and Amendment.** The terms of this Policy may not be waived or amended except pursuant to a written endorsement executed and issued by the Insurer and consented to by the Insured.

7.17. **Assignment.** This Policy and the rights and obligations hereunder are not assignable by the Insured without the prior written consent of the Insurer.

7.18. **Entire Agreement.** This Policy constitutes the entire agreement and understanding concerning the subject matter of this Policy and supersedes any prior oral or written agreements, discussions or other communications entered into between the Insurer and the Insured concerning the subject matter of this Policy.

7.19. **Sanction.** No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America, provided

that this does not violate any regulation or specific national law applicable to the Insurer.

7.20. **Governing Law.** The construction, validity and performance of this Policy shall be governed by the laws as set forth in the Schedule, without regards to conflicts-of-laws principles.

7.21. **Jurisdiction.** Each of the Parties irrevocably agrees that the courts of the jurisdiction stated in the Schedule shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, or to settle any disputes, which may arise out of or in connection with this Policy or its formation or validity.

8. Applicable Law

This **Policy** will be subject to the relevant laws of India. Subject to clause 10 (Arbitration) below, for any dispute under this policy the courts of Mumbai, Maharashtra will have exclusive jurisdiction to hear and determine any such dispute.

9. Non Invalidation

The **Insured's** interest in this **Policy** shall not be prejudiced by any act omission or default of any other party unless such party acted on behalf of the **Insured** or with the knowledge and consent of the **Insured** or if the **Insured** was aware of the act omission or default but did not inform the **Insurer**.

10. Arbitration

As a condition precedent to any right of action hereunder, any dispute arising out of the interpretation, performance or breach of this policy, including the formation or validity thereof, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent certified or registered mail, return receipt requested.

Each party shall choose one arbitrator and the two arbitrators shall, before instituting the hearing, choose an impartial third arbitrator who shall preside the hearing. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so

By the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator.

If the two arbitrators are unable to agree upon a third arbitrator within thirty (30) days of their appointment, the arbitrators shall implement the appointment procedure according to the Arbitration Act of India to select the final arbitrator.

All arbitrators shall have at least ten (10) years of insurance or reinsurance experience, be disinterested and active or former officers of insurance or reinsurance companies with knowledge about the lines of business at issue.

Within thirty (30) days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedure and schedules of hearings.

The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in India, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to the substantive law, it shall follow the laws of

India. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.

The panel shall interpret this policy as an honourable engagement rather than as merely a legal obligation and shall make its decision considering the custom and the practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings

11. Cancellation & Renewal:

This policy is written on annual basis and may not be cancelled by insured or by insurer, except that insurer may cancel the policy for:

- a. Material change in risk or exposure by written notice; or
- b. Intentional concealment or misrepresentation of a material fact relating to this policy or fraud by insured or any additional insured by written notice.

Insurer will give 30 day notice to insured before effective date of cancellation; if the policy has to be cancelled for above reasons and no premiums shall be refunded. The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

12. Condonation of delay

The Company may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured. Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

13. Fraud Warning clauses

This policy shall be voidable at the option of the HDFC ERGO in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Proposer. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.



SECTION 2

Photovoltaic Buyer's Policy

Preamble

(hereinafter referred to as "(Insured)") is an manufacturer of photovoltaic modules which are sold internationally, either to Insured's local sales offices, or directly to Insured's customers.

With this Section 2 (hereinafter referred to as the "**Section 2 (Photovoltaic Buyer's Policy)**"), Insured wishes to insure certain contractual liabilities arising out of the long-term performance and product warranties provided to its eligible customers under Insured's Product & Performance Limited Warranty(hereinafter referred to as the "**Warranty**"). This Photovoltaic Buyer's Policy (Section 2) shall replace the Photovoltaic Sales Policy (Section 1) in case of the Insured's insolvency Therefore; Insured is providing financial protection to certain eligible customers as beneficiaries according to the terms and conditions of this Section 2(Photovoltaic Buyer's Policy) in the event Insured is insolvent.

1. Solar Panel Warranty Insurance - Section 2 (Photovoltaic Buyer's Policy): Schedule

Insured:	Insured Name & Address
Insurer	HDFC ERGO GENERAL INSURANCE COMPANY 1 st Floor, HDFC House, 165 – 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020, India
Beneficiary	The Buyers of the Photovoltaic Modules.
Policy Period:	From (hereinafter referred to as the “ Inception Date ”) until (hereinafter referred to as the “ Expiration Date ”).
Indemnity Period	The Indemnity Period shall be effective from the date on which the Warranty becomes effective, and shall continue: <ul style="list-style-type: none"> c) with regard to the Performance Warranty, a period of xx years; or d) with regards to the Product Warranty, a period of xx years.
Total Sum Insured	<p>The Total Sum Insured is the Sales Price of all Photovoltaic Modules in the Insured Sales Contract which shall be calculated no later than ninety (90) days after the Expiration Date, after receipt of notification containing the total amount of Insured Sales Contracts entered into during the Policy Period.</p> <p>If the Total Sum Insured calculated is less than INR xxx ,the Total Sum Insured shall be deemed INR xxx.</p> <p>The Total Sum Insured shall be no greater than INR xxx; if the calculated amount has reached INR xxx, any further sales contracts may be submitted by the Insured under this Policy upon the written approval of the Insurer. Such written approval to be submitted by the Insurer to the Insured within 30 days.</p>
Policy Limit	<p>The Insurer’s maximum cumulative and aggregate limit of liability under this Policy in respect of all Photovoltaic Modules attaching to this Policy during the Policy Period until expiry of the respective Indemnity Period shall not exceed x% of the Total Sum Insured ie Rs. xxx.</p> <p>The Policy Limit shall apply in excess of the Deductible and the Self-Insured Retention.</p> <p>Any payment of Loss shall erode the Policy Limit.</p>
Sublimit	<p>The Insurer’s aggregate liability under this Policy per Insured Sales Contract shall not exceed the Sublimit. The Sublimit shall apply per Insured Sales Contract, and shall not exceed x%of the Sales Prices of all Photovoltaic Modules in the respective Insured Sales Contract.</p> <p>The Sublimit per Insured Sales Contract shall apply in excess of the Deductible and the Self Insured Retention. The Sublimit is part</p>

	of and shall not apply in addition to the Policy Limit.
Deductible	<p>The Insurer shall only indemnify the Insured for Loss incurred in excess of the Deductible. The Deductible shall be the greater of:</p> <ul style="list-style-type: none"> a) INR xxx; or b) x% of the Sales Price of all Photovoltaic Modules in the respective Insured Sales Contract. <p>The Deductible shall apply separately for each Loss under one Insured Sales Contract resulting from one Breach. Any limits of liability shall apply in excess of the Deductible.</p>
Waiting Period	The Insurer shall not be liable for any Loss incurred during the first 0 consecutive months of the Indemnity Period.
Linear Depreciation	A Linear Depreciation of x% of Sales Price to be applied per year starting from the Shipment Date.
Premium	There shall be no additional Premium due under this Section
Currency	Indian Rupee
Law and Jurisdiction	India

2. DEFINITIONS

The capitalized terms used in the Policy shall have the meanings as defined in the following Definitions or at any other place within the Policy or endorsed thereto, including the Schedule and the Exhibits. A Definition to the singular shall include the plural and vice versa.

“Actual Module Performance” means the performance of the Photovoltaic Modules to be determined based upon the test performed according to the standards set forth in the Approved Test.

“Application” means the executed **application** submitted by the Insured in connection with the underwriting of this Policy (including Questionnaires, flash data sheets, etc.).

“Approved Test” means a statistical sample test of the respective modules carried out by an independent expert approved by the Insurer to prove a decrease of the power output of an Photovoltaic Module which is due to Faulty Manufacturing, Material Defect and/or Material Aging. For the purpose of determining the power output, measurements shall be carried out in accordance with the requirements set forth in the Performance Warranty. All relevant measurement uncertainties and statistical errors must be duly taken into account.

“Breach” means:

- a) A claim by a Buyer under the Performance Warranty directly resulting from an unforeseen decrease in power output of the Actual Module Performance below the Insured Module Performance level due to Faulty Manufacturing, Material Defect, or Material Aging; or
- b) A claim by a Buyer under the Product Warranty directly resulting from the Photovoltaic Modules being defective due to the Specified Defects of Photovoltaic Modules as set forth in Exhibit B.

The same Breach either 1) occurring several times within a period of more than one year, or 2) arising out of different Insured Sales Contracts, or 3) not resulting from the same Unique Failure Patterns shall be considered as separate Breaches under this Policy, and all deductibles and limits shall apply separately to each Breach.

“Buyers” means the buyers of the Photovoltaic Modules under the Insured Sales Contracts.

“Faulty Manufacturing” means any defect, including but not limited to a defect in the assembly or construction of a Photovoltaic Module which was not detected by the Insured’s quality management and control system (including final functional acceptance tests) as it was inspected, approved or prescribed by the Insurer upon the necessary underwriting due diligence.

“Insolvency” shall have the meaning as set out in 5INSOLVENCY of this Section.

“Insured Module Performance” means the warranted performance of the Photovoltaic Modules as set forth in the Performance Warranty.

“Insured Sales Contracts” means those sales contracts for Photovoltaic Modules for which the Relevant Information has been received by the Insurer in accordance with Clause 9.3.2 of this Policy

“Linear Depreciation” means the rate of linear depreciation x% of the Sales Price of each Photovoltaic Module over time (as set forth in the Schedule) which results in the Actual Cash Value calculated for a specific year “n” as follows:

Actual Cash Value (n) = Sales Price * (100% - n * Linear Depreciation)

“Material Aging” means any gradual irreversible deterioration in the material properties of the Photovoltaic Modules as a result of the passage of time, that cause a reduction in power output as set forth in the Performance Warranty, in excess of expected wear and tear and degradation.

“Material Defect” means any faulty material forming part of a Photovoltaic Module which is not detected by the Insured’s quality management and control system (including final functional acceptance tests) as it was inspected, approved or prescribed by the Insurer upon the necessary underwriting due diligence.

“Performance Warranty” means the warranted percentages of Output as set forth in Clause 2 of the Warranty as attached as Exhibit B.

However, for the purposes of this Policy, the warranted percentages of power output as specified in the Warranty shall be calculated by subtracting 3% from the nominal power output of the Photovoltaic Module to account for the power measurement tolerance.

“Photovoltaic Modules” means photovoltaic modules that fulfil the product type specifications as set forth in Exhibit XYZ, and are sold as part of an Insured Sales Contract within the Policy Period, with a total sales price of the photovoltaic modules of at least INR xxx

“Power Measurement” means the determination of the characteristic IV curve of a Photovoltaic Module according to IEC-60904 with traceable calibrated equipment including the correction of the IV curve to Standard Test Conditions and the calculation of the maximum power point (Pmpp). Any uncertainty resulting from the calibration, the accuracy of the equipment, instabilities of the setup, the correction and calculations methods, or error propagations have to be determined and taken into account appropriately.

“Product Warranty” means the Product Warranty as set forth in Clause 3 of the Warranty as attached as Exhibit B.

“Questionnaire” means the document containing the questions for the risk assessment and the Insured’s answers thereto which was executed and delivered to the Insurer as required with the underwriting of this Policy as part of the **Application**.

“Refund Costs” means the one-time payment of the cash value per defective Photovoltaic Module of the underperformance of the Photovoltaic Modules, being the sum of the difference in the Actual Module Performance (in Wp) and the Insured Module Performance multiplied by the market price in Cur USD/Wp at the date of the claim under the Policy, but not exceeding the Sales Price in Cur USD/Wp of the defective Photovoltaic Modules.

“Relevant Information” means with respect to the Photovoltaic Module: the Buyer’s name and address, the Sales Price, the serial numbers, product types, bill of materials, test reports, flash data and the date specified as shipment date in the respective Insured Sales Contract.

“Repair Costs” means the reasonable and necessary costs the Insured actually incurs to fix the Photovoltaic Modules to a condition that complies with the Insured Module Performance.

“Representatives” means the principal persons who (i) supervised, reviewed or conducted the disclosure process in connection with the **Application**, (ii) supervised, reviewed, prepared or negotiated the Performance Warranty and the Product Warranty or (iii) other key individuals set forth in Exhibit E.

“Sales Price” means the consideration in cash paid to and received by the Insured from the sale of Photovoltaic Module to the Buyer as evidenced in the respective invoices, net of all taxes, fees, transport or other miscellaneous costs.



However, the Sales Price shall not include any consideration received for resale, relocation or replacement of Photovoltaic Module as well as provision of additional photovoltaic modules whether or not ex gratia or due to any (statutory or contractually) legal obligations.

“Terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Unique Failure Pattern” means that a Breach is related to the same root cause in a factual and timely manner or is caused by the same supply materials.

3. INSURING AGREEMENT

In the event that, during the Indemnity Period, a Breach occurs, the Insurer will, subject to the terms and conditions of this Policy including any limitation on the Insurer's liability, 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. The Insured shall not be deemed to be Insolvent for the purposes of this Policy if at any time, including during or after any Insolvency, the remedy obligations in the Warranty shall be valid and enforceable by the Beneficiary.

4. INDEMNIFICATION

The Insurer shall indemnify the Beneficiary for its **Loss** which shall be calculated as follows:

a. With regard to the **Performance Warranty**:

80% of the lesser of:

- i. the Repair Costs; or
- ii. the costs the Beneficiary actually incurs to replace the Photovoltaic Modules in order to reinstate the Insured Module Performance of the defective Photovoltaic Module; or
- iii. the costs to provide additional photovoltaic modules required to restore the actual power output of the Photovoltaic Modules to a level as guaranteed under the Performance Warranty; or
- iv. the Refund Costs of the underperformance of the Photovoltaic Modules; or
- v. the Actual Cash Value of the defective Photovoltaic Modules.

b. With regard to the **Product Warranty**:

80% of the lesser of:

- i. the costs the Beneficiary actually incurs to replace the defective Photovoltaic Modules; or
- ii. the costs the Beneficiary actually incurs to repair the defective Photovoltaic Modules; or
- iii. the Actual Cash Value of such defective Photovoltaic Modules.

However, for both Performance Warranty and Product Warranty, any costs the Insured incurs for transportation, labour, testing, consultation, disassembly and reassembly of the Photovoltaic Modules affected by underperformance or Faulty Manufacturing, Material Defect or Material Aging shall be excluded.

5. INSOLVENCY

The term Insolvency as used in this Policy means the Insured and the entity which is liable for the Product Warranty and Performance Warranty:

- a. have been granted legal protection through their being found to be bankrupt (other than pursuant to a consolidation, amalgamation or merger); or
- b. admits in writing in a judicial, regulatory or administrative proceeding or filing (i) to being insolvent, (ii) unable to pay its debts, (iii) or its inability generally to pay its debts as they become due; or
- c. have made a general assignment, arrangement or composition with or for the benefit of all of its creditors; or

- d. institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; or
- e. has a resolution passed for its winding up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); or
- f. seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; or
- g. has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- h. causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in Clause 5.1 to 5.3 of this Policy (inclusive).

The Insured shall no longer be deemed to be Insolvent for the purposes of this Section 2 if after any Insolvency, the remedy obligations for the Warranty Conditions shall survive and be enforceable by the Insured pursuant to any legal restructuring or order from an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official.

6. SPECIAL PROVISOS REGARDING SECTION 1 (Photovoltaic Sales Policy)

- a. The Insured has entered into Section 1 (Photovoltaic Sales Policy) under which the Insured shall receive indemnification for Losses pursuant to the terms and conditions of the Section 1 (Photovoltaic Sales Policy).
- b. In the event a claim is made under the Section 1 (Photovoltaic Sales Policy) against the Insurer, the Insurer shall have no liabilities or obligations to the Beneficiary under this Policy.
- c. Any Loss payments made by the Insurer under this Policy shall erode the Policy Limit, Sub limits and the Manufacturer Limit of the Section 1 (Photovoltaic Sales Policy) and the Policy Limit, Sub limits and the Manufacturer Limit of this Policy.

7. EXCLUSIONS

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:

- a. any Loss occurring during the Waiting Period;
- b. 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;

- c. any failure in quality control as specified in the Insured quality handbook and work instructions controlled by means of ISO-9000/9001;
- d. 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;
- e. any inverters, cables, trackers, module level electronics, fastening systems or objects for mounting or transporting any Photovoltaic Module;
- f. any installation, dismantling, removal, transportation, reassembly or modification of Photovoltaic Module;
- g. 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 IEC 61215 any defects shall not be considered as design defect.
- h. 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
- i. 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.
- j. 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;
- k. 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;
- l. 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;
- m. any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- n. any radioactive, toxic, explosive or otherwise hazardous or contaminating proper-ties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- o. any weapon or device employing atomic or nuclear fission or fusion or any other similar reaction or radioactive force or matter;
- p. 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.

8. CLAIM CONDITIONS; NOTIFICATION OF BREACH; CLAIM FILING PROCEDURE; DETERMINATION OF LOSS; PAYMENT OF LOSS

- a. **Condition Precedent.** It shall be a condition precedent to indemnification under this Policy that the following requirements are satisfied:
 - i. **Amount of Loss.** The Loss exceeds the greater of:
 1. x% of the Sales Price of all Photovoltaic Modules in the respective Insured Sales Contract; or
 2. xxx
 - 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.
 - 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**

1. 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.

1. 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:

1. 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.
2. Furnish any other information and documentary evidence that the Insurer may require regarding such notification.
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.

9. GENERAL TERMS AND CONDITIONS

- a. **Adherence to Terms and Conditions.** The Insurer's liability shall be contingent on the Insured's and Beneficiary's due observance and fulfilment of the terms and conditions of this Policy.
- b. **Representations and Warranties.** By accepting this Policy the Insured represents and warrants that:
 - i. it is purchasing the coverage described in this Policy with full knowledge and acceptance of its terms and conditions without any reliance on any representation, warranty, advice or other statement by the Insurer or any of its representatives or advisors regarding any legal, tax or accounting implications or requirements of the coverage described in this Policy;
 - ii. it owes a duty to the Insurer to disclose any and all information that is relevant and material to the Insurer so as to enable it to determine whether to provide this Policy;
 - iii. the information and material disclosed to the Insurer is complete and accurate in any and all material manner and not misleading and no information or material has not been disclosed to the Insurer that, if disclosed to the Insurer would, individually or taken together, materially affect the issuance of this Policy or Insurer's liability hereunder in any material manner;
 - iv. it has no knowledge or information of any matter, fact or circumstance, which is likely to give rise to a Loss as of the Inception Date.
- c. **Insured's Obligations**
 - i. **Minimum Deposit Premiums and Premiums.** The Insured has paid the Minimum Deposit Premium and the Premium set forth in the Policy schedule have been paid to and received by the Insurer in full.
 - ii. **Notification of individual Insured Sales Contracts.** The Insured shall provide to the Insurer the form attached hereto as Exhibit C, no later than ninety (90) days after the Shipment Date, which shall include all Relevant Information.
 - iii. **Notification of total amount of Insured Sales Contracts.** The Insured shall provide to the Insurer no later than 90 days after the Expiration Date, a notification containing the total amount of Insured Sales Contracts entered into during the Policy Period.
 - iv. **Inspection of Photovoltaic Modules.** At any time during the Policy Period, the Insured shall grant access to the Insurer and the Insured's experts (including auditors and external professional advisors) to inspect and carry out tests on the Photovoltaic Modules and their production and delivery process. The Insured shall be obliged to implement any recommendations the Insured's experts issue that are critical to secure the long-term performance of the Photovoltaic Modules. In case the Insured refuses to make the implementations as suggested by the Insured's expert, the Insurer shall have the right to cancel this Policy by giving written notice of 30 days the insured.
 - v. **Cooperation and Information.** The Insured shall use its best efforts, and to the extent possible shall cause its respective 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 Claim Notice) or other matter relating to this Policy.
 - vi. **Examination and Audit Rights.** The Insured shall use its best efforts to permit the Insurer upon reasonable notice to examine, photocopy or take extracts from the books, records,

data, files and information of the Insured and its respective Affiliates and grant access to the Insured and its respective Affiliates' representatives (including auditors or external professional advisors) for interviews and depositions under oath during normal business hours and at reasonable locations.

- d. **Other Insurance Coverage.** If there is other collectible insurance for the Loss, the Policy will cover as excess insurance and will not contribute with such other insurance.
- e. **Reimbursements.** After any payment by the Insurer in connection with this Policy, (i) if it is determined pursuant to the procedures set forth in this Policy that all or any portion of the amount paid did not constitute Loss or is excluded from coverage under this Policy or (ii) if any of the Insured or Beneficiary or its respective Affiliates receive, directly or indirectly, amounts from any insurance, indemnification or other source which reduces the amount of Loss actually incurred, then the Insured or Beneficiary or such Affiliates shall promptly, and in no event later than 60 days after such determination or receipt, reimburse or refund to the Insurer the amount overpaid.
- f. **Use of marks, Public Announcements; Marketing; GTS Business Suite**
 - i. **Use of marks.** The Insured and Insurer acknowledge and agree that the each party owns all rights, title, interest and goodwill in such party's logo, trademarks, service marks and other similar designations (**Marks**) and that all rights, title, and interest in and to each party's Marks shall remain with that party. During the Policy Period, the Indemnity Period and thereafter, the Insurer and Insured agree to do nothing inconsistent with the other party's sole and exclusive ownership of such Marks. Except as permitted in the Policy or in a separate written agreement between the parties, the Insured and Insurer agree that they will not adopt or use the other party's Marks, either alone or in combination with other terms, or any other marks based on the other party's Marks or any designation confusingly similar to the other party's Marks.
 - ii. **Public announcements.** Neither the Insured nor Insurer will issue any press release or make any public announcement or statement regarding this Agreement or that party's relationship with the other party without the prior written approval of the other party. Exhibit F includes a list of pre-agreed public statements and announcements.
 - iii. **Marketing Materials.** The Insurer and Insured will provide or cause to be provided to the other party copies of all materials (in whatever form) created by or on behalf of Insured and /or its Affiliates to publicize the relationship between the Parties stipulated by this Policy including this Policy (**Marketing Materials**) within a reasonable time prior to the scheduled date for the use of such Marketing Materials. The use and publication of all such Marketing Materials shall be subject to the other party's prior approval which cannot be unreasonably withheld. Exhibit G includes a list of pre-agreed Marketing Materials. The Insurer and Insured acknowledge and agrees that Marketing Materials and advertising related to this Policy and the cooperation and/or relationship between the Parties shall at all times be in compliance with all applicable laws and regulations.
 - iv. **GTS Business Suite.** The Insured agrees that the conclusion of this Policy will be included into Munich Re's Green Tech Solution website called GTS Business Suite which provides for an overview of modules manufacturers having concluded insurance with respect to photovoltaic modules.
- g. **Titles.** The titles of paragraphs, sections, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

- h. **Severability.** If any provision of the Policy is found by any governmental authority or court of law to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of Policy and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- i. **Inconsistency.** In case of any difference or inconsistency in the terms and conditions between this Policy and the Warranty, the terms and conditions of this Policy shall prevail.
- j. **Language.** All notices and communication (including accompanying documentation, annexes, exhibits and attachments) to be made under or in connection with this Policy shall be made in the English language.
- k. **Currency.** All statements of account, reports, financial statements, claims notifications, loss reports and all payments between the parties shall be reported in the currency or currencies specified in the Schedule. For the purpose of this Policy, any other currencies shall be converted at the rates of exchange used in the Insurer's books or where there is a specific remittance for a loss settlement at the rates of exchange used at that actual date of Loss. Rates of exchange shall be the official London exchange rates published by international financial news agencies (London Fixing).

l. Notice.

Person (s) to be notified **For notice of a claim or circumstances which could give rise to a claim**

Manager

- (a) Claims Department
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
AndheriKurla Road, Andheri East
Mumbai-400059
India

Such notice shall be effective on the date of receipt by the Company at such address

- (b) For all other notices:
Underwriting Manager
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
Andheri Kurla Road, Andheri East
Mumbai-400059
India

m. **Waiver and Amendment.** The terms of this Policy may not be waived or amended except pursuant to a written endorsement executed and issued by the Insurer and consented to by the Insured.

n. **No Benefit To Third Parties.** Except as expressly set forth in this Policy with respect to

the Beneficiaries, none of the provisions in this Policy shall be for the benefit of or be enforceable by any person other than the Insurer and the Insured and its respective permitted successors and assigns.

- o. **Assignment.** This Policy and the rights and obligations hereunder are not assignable by the Insured or the Beneficiary without the prior written consent of the Insurer.
- p. **Entire Agreement.** This Policy constitutes the entire agreement and understanding concerning the subject matter of this Policy and supersedes any prior oral or written agreements, discussions or other communications entered into between the Insurer and the Insured concerning the subject matter of this Policy.
- q. **Sanction.** No (Re) Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America, provided that this does not violate any regulation or specific national law applicable to the Insurer.
- r. **Governing Law.** The construction, validity and performance of this Policy shall be governed by the laws as set forth in the Schedule, without regards to conflicts-of-laws principles.
- s. **Jurisdiction.** The Parties hereby submit to the Courts of the jurisdictions as set forth in the Schedule.

10. Non Invalidation

The **Insured's** interest in this **Policy** shall not be prejudiced by any act omission or default of any other party unless such party acted on behalf of the **Insured** or with the knowledge and consent of the **Insured** or if the **Insured** was aware of the act omission or default but did not inform the **Insurer**.

11. Applicable Law

This **Policy** will be subject to the relevant laws of India. Subject to clause 12 (Arbitration) below, for any dispute under this policy the courts of Mumbai, Maharashtra will have exclusive jurisdiction to hear and determine any such dispute.

12. Arbitration

Any dispute regarding any aspect of this policy including but not limited to the validity or interpretation of this policy or any matter relating to cover or quantum hereunder which cannot be resolved by agreement within 30 days, shall be referred to binding arbitration by either party, upon giving seven (7) days' notice to the other party.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time. The **Insurer** and **Insured** will be responsible for their own costs and expense incurred in the arbitration.

13. Cancellation & Renewal:

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146 CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Trade Logo displayed above belongs to HDFC Bank Ltd and ERGO International AG and used by the Company under license. | Solar Panel Warranty Insurance | HE/CL/miscellaneous-2/20-21/223

This policy is written on annual basis and may not be cancelled by insured or by insurer, except that insurer may cancel the policy for:

- a. Material change in risk or exposure by written notice; or
- b. Intentional concealment or misrepresentation of a material fact relating to this policy or fraud by insured or any additional insured by written notice. Insurer will give 30 day notice to insured before effective date of cancellation; if the policy has to be cancelled for above reasons and no premiums shall be refunded.

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

14. Condonation of delay

The Company may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured. Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

15. Fraud Warning clauses

This policy shall be voidable at the option of the HDFC ERGO in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Proposer. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022-6234 6234
- Emails – grievance@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 RedressalCell ,

HDFC ERGO General Insurance The Company Ltd.

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 the Company at the following address

To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo @hdfcergo.com

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 mentioned 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

LIST OF INSURANCE OMBUDSMEN

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES		
Office Details	Jurisdiction of Office	
	Union Territory, District)	
AHMEDABAD - Shri Kuldip Singh	Gujarat,	
Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Smt. Neerja Shah	Karnataka.	
Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in		
BHOPAL - Shri Guru Saran Shrivastava		Madhya Pradesh
Office of the Insurance Ombudsman,		Chattisgarh.

Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,

Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: bimalokpal.guwahati@ecoi.co.in	
HYDERABAD - Shri I. Suresh Babu	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Territory of Pondicherry.
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 67504123 / 23312122	
Fax: 040 - 23376599	
Email: bimalokpal.hyderabad@ecoi.co.in	
JAIPUR - Smt. Sandhya Baliga	
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
Bhawani Singh Marg,	
Jaipur - 302 005.	Rajasthan.
Tel.: 0141 - 2740363	
Email: Bimalokpal.jaipur@ecoi.co.in	
ERNAKULAM - Ms. Poonam Bodra	Kerala,
Office of the Insurance Ombudsman,	Lakshadweep,
2nd Floor, Pulinat Bldg.,	Mahe-a part of Pondicherry.
Opp. Cochin Shipyard, M. G. Road,	
Ernakulam - 682 015.	
Tel.: 0484 - 2358759 / 2359338	
Fax: 0484 - 2359336	
Email: bimalokpal.ernakulam@ecoi.co.in	
KOLKATA - Shri P. K. Rath	West Bengal,
Office of the Insurance Ombudsman,	Sikkim,
Hindustan Bldg. Annexe, 4th Floor,	Andaman & Nicobar Islands.
4, C.R. Avenue,	
KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124340	
Fax : 033 - 22124341	
Email: bimalokpal.kolkata@ecoi.co.in	
LUCKNOW -Shri Justice Anil Kumar Srivastava	Districts of Uttar Pradesh :
Office of the Insurance Ombudsman,	Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar,



	Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	
MUMBAI - Shri Milind A. Kharat	Goa,
Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:
Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh	Bihar,
Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Jharkhand.

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146 CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Trade Logo displayed above belongs to HDFC Bank Ltd and ERGO International AG and used by the Company under license. | Solar Panel Warranty Insurance | HE/CL/miscellaneous-2/20-21/223



PUNE - Shri Vinay Sah	Maharashtra,
Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane
Jeevan Darshan Bldg., 3rd Floor,	excluding Mumbai Metropolitan Region.
C.T.S. No.s. 195 to 198,	
N.C. Kelkar Road, Narayan Peth,	
Pune – 411 030.	
Tel.: 020-41312555	
Email: bimalokpal.pune@ecoi.co.in	

Solar Panel Warranty Insurance Policy

Section 1 (Photovoltaic Sales Policy) & Section 2 (Photovoltaic Buyer Policy)

Policy Number:

Exhibit A: Technical Conditions

Exhibit B: Product Warranty and Performance Warranty

Specified Defects

Exhibit C: Relevant Information to be submitted by the Insured

According to Clause 7.3.1 of this Policy, the Relevant Information as set forth in this Excel sheet below must be timely submitted by the Insured in the following format:

Exhibit D: Claims Notice Form

To:

[Insurer]

[Address]

with a copy sent simultaneously to: [____]

Claims Notice

1 Insurance Contract

Policy Number	
Insured	
Insured's address	
Contact person	



2 Defective Photovoltaic Modules and Corresponding Sales Invoice

Invoice date	
Invoice number	
Period of manufacturing of Photovoltaic Modules	
Location of manufacturing facility of which defective Photovoltaic Modules are produced in	
Detailed location of defective Photovoltaic Modules	
Number of defective Photovoltaic Modules	
Module Type(s) of defective Photovoltaic Modules	
Have the defective Photovoltaic Module not undergone any modifications? If yes please provide further details	

Please send for each and every defective Photovoltaic Module

- Serial numbers
- Power output
- Bill of materials report for critical components

3 Customer Claim

Date of first customer claim notification	
Commercial operator name	
How was defect discovered?	
(Possible) Cause for loss in power output	
Did customer comply with warranty terms?	
Please state why you think defect falls under Warranty and Indemnity Insurance	
Please list previous incidents of similar nature	
Name of third party laboratory	
Contact person of third party	



laboratory
Status of customer claim
Other information

Please send

- Third party laboratory test report
- Confirmation for customer claim notification
- Copy of actual warranty document

4 Reimbursement to Customer

Estimated cost for repairing defective Photovoltaic Modules
Estimated cost for replacing defective Photovoltaic Modules
Estimated cost for supplying new or additional Photovoltaic Modules to compensate for decreased output
Estimated cost for Actual Cash Value of defective Photovoltaic Modules involved in accordance with Clause 8.2 of the Policy
Which method of reimbursement did you chose?
(Estimated) Date for reimbursement

5 Attachments:

- Excel list with all information as required in the Claims Notice Form for all defective Photovoltaic Modules including
 - serial number,
 - product type name,
 - nominal power,
 - day of production,
 - bill of materials,
 - IV curve parameters taken at end of manufacturing (Voc, Isc, Vmpp, Impp, Pmpp),
 - test conditions (module temperature).
- Type certification according to IEC-61215 for the defective product types with underlying test reports showing the bill of materials.
- Report from extended reliability tests for the product types and bill of materials.
- Excel list with findings during warranty handling for all defective Photovoltaic Modules including
 - serial number,
 - product type name,
 - nominal power,



- sales date,
 - sales/purchase price (currency),
 - claims date,
 - warranted power when claimed,
 - day of claims handling,
 - type of failure (no failure found, cosmetic, underperformance, others)
 - measured power,
 - findings from visual inspection,
 - claimed expenses.
- In case the module shows potential induced degradation (PID), proof of PID resistance for the product type and BoM according to IEC-62804;
 - In case of UV related degradation, proof of UV stability for the product type and BoM that corresponds to at least 300 kWh/m² of [UV] irradiation;

Exhibit E: Representatives – other key individuals

Exhibit F: Pre-agreed Public Announcements

Exhibit G: Pre-agreed Marketing Material

Exhibit H: PV Sales Policy

Declaration by the Insured

The signatory confirms with his/her signature that he/she has the power to represent the Company to sign and execute this Claim Notice and that to the best of his/her knowledge and belief (having made full, complete, due and proper inquiries), the information given in this Claim Notice is – as of the date of signing - true, accurate and complete in every detail and he/she has not withheld any material fact which could have or one could reasonably expect to have an effect on the insurer's determination of the potential loss and its size.

The signatory undertakes to inform the Insurer immediately after it has come to his/her knowledge that any information given in this Claim Notification Form turns out to be incorrect, inaccurate or incomplete.

All attachments to this Claim Notification Form have to be dated and signed as well.

Date:

Signature of Insured Company