



HDFC ERGO General Insurance

SOLAR PANEL WARRANTY INSURANCE

PROSPECTUS

SOLAR PANEL WARRANTY INSURANCE by HDFC ERGO is designed to protect the balance sheet of the Solar Modules sellers as well as Investment of the buyers.

The Solar Panel Warranty Insurance - SECTION 1 insures the PV modules of specific Sales Contracts, which can be chosen by the manufacturer. It covers losses with regards to Performance warranty & Product warranty offered by manufacturer to the buyers. Each year all claims from each Sales Contract are indemnified subject to deductibles and limit.

In this structure the manufacturer has cost control and flexibility in choosing which PV modules are insured or not.

The Solar Panel Warranty Insurance - SECTION 2 works like the SECTION 1 but allows the Buyers of the PV modules to claim to the Insurer in the event of the manufacturer's insolvency. The buyer is the beneficiary of the policy.

Each Sales Contract, and therefore each Buyer, has a clearly assigned limit and deductible, increasing the bankability of the project.

Should the Buyer of the Photo Voltaic modules require additional coverage, they can buy SECTION 2 as a top up coverage for which the policy will be modified.

RISK COVERED FOR YOU

Solar Panel Warranty Insurance

SECTION 1 covers:

In the event that, during the Indemnity Period, a Breach occurs, we will indemnify the Insured for its Loss directly resulting from such Breach.

HDFC ERGO General Insurance Company Limited. (Formerly HDFC General Insurance Limited from Sept 14, 2016 and L&T General Insurance Company Limited upto Sept 13, 2016).

CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Customer Service Address: D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West). MUMBAI – 400078.

Tel.: +91 22 6638 3600 | Fax: 91 22 6638 3699 | care@hdfcergo.com | www.hdfcergo.com. IRDAI Reg No. 146.



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SECTION 2 covers:

In the event that during the Indemnity Period, a breach occurs,, we will indemnify the Beneficiary for its Loss resulting from such Breach, but only if the Insured has failed to comply with its contractual obligations under the Product Warranty or Performance Warranty in respect of such Breach due to the Insolvency of the Insured.

“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 asset for thin the policy

The same Breach either

- 1) occurring several times with in 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.

POLICY DURATION & LIMITS

Policy duration is for 12 months, indemnity period is up to 25 years.

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. The Policy Limit shall apply in excess of the Deductible and the Self- Insured Retention. Any payment of Loss shall erode the Policy Limit.

BENEFITS OFFERED

The Solar Panel Warranty Insurance

SECTION 1:

In the event that during the Indemnity Period, a Breach as defined earlier occurs, we will indemnify the Insured for its Loss directly resulting from such Breach

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SECTION 2:

SECTION 2 works like the SECTION 1 but allows the Buyers of the PV modules to claim to the Insurer in the event of the manufacturer's insolvency. The buyer is the beneficiary of the policy.

Each Sales Contract, and therefore each Buyer, has a clearly assigned limit and deductible, increasing the bankability of the project.

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:

any Loss occurring during the Waiting Period;

any ex gratia payment made by the Insured to the Buyer;

any (i) Breach of which any of the Representatives had actual knowledge or should have been known through reasonable due diligence prior to or at the date of Inception or (ii) material inaccuracy or incompleteness in the Application and the Questionnaire;

any failure in quality control as specified in the Insured quality handbook and work instructions controlled by means of ISO-9000/9001;

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;

any inverters, cables, trackers, module level electronics, fastening systems or objects for mounting or transporting any Photovoltaic Module;

any installation, dismantling, removal, transportation, reassembly or modification of Photovoltaic Module;

Any fault, defect, error or omission in design, plan or specifications of the Photovoltaic Modules. For the avoidance of doubt, if the modules are produced accordance to (NAME OF THE CERTIFICATE WHICH CONTAINS SPECIFICATIONS) any defects shall not be considered as design defect.

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.

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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.

Any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;

Any acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence;

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;

Any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;

Any radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

Any weapon or device employing atomic or nuclear fission or fusion or any other similar reaction or radioactive force or matter;

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.

BENEFITS OF BUYING THIS POLICY

Mirrors supplier's warranty including Product and Power Output Warranty

Low Deductibles on per Warranty Claim basis

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HDFC ERGO General Insurance

High Limits, which are dedicated to each insured Sales Contract

Easy to include insurance in selected Sales Contracts

Cost control by defining the Total Sum Insured and then “filling up” as required by the buyers

In the event of insolvency: Reliable indemnification for the buyers by clearly assigned Sublimits

Strong marketing advantage

CANCELLATION/ TERMINATION

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.

RENEWAL CLAUSE

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.

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ANTI REBATING WARNING

Section 41 of the Insurance Act 1938

No person shall allow or offer to allow, either directly or Indirectly as an Inducement to any person to take out or renew or continue an insurance In respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept rebate except such rebate as may be allowed In accordance with the published prospectus or tables of the insurer.

Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Ten Lakhs rupees.

YOU CAN REQUEST A QUOTE TODAY

For more information about our new Solar Panel Warranty Insurance and the full range of HDFC ERGO Insurance products contact your HDFC ERGO representative.

CLAIMS:

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

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(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

The Insured shall deliver a Claim Notice as per claim form, 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.

Nature of Claims documents would vary for claims but would require you to provide:

Statement of claim

Claimant contact information

Supporting documentation

KYC documents where settlement amount is over 1 lac

FOR MORE COMPLETE DESCRIPTION OF COVERAGE / EXTENT THEREOF AND EXCLUSIONS PLEASE REFER TO THE POLICY WORDING.

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