

## COMPREHENSIVE SOLAR ENERGY INSURANCE GENERAL CONDITIONS

The company hereby agrees subject to the terms, limits, exclusions, and conditions to cover any material Damage to the insured solar system, batteries, inverters and its related electronic devices, MPPT, charger controller, solar Panels and similar, if mentioned, described and detailed in this policy, shall it be accidentally physically lost, destroyed, or damaged.

In addition, the company will cover the legal liability of the insured arising out of accidental bodily injuries &/or property damages occurring to third party (ies) during their presence near the insured area/premises.

Provided that the liability of the insurer shall in no case exceed, with respect to coverage, the sum agreed by the company.

### Section 1: Material damage to the solar energy system:

- A. Fire:** Material damage caused by fire. A fire means an accidental occurrence independent of the will of the Policyholder. It means burning with flames. It does not include scorching, melting or charring if that happens without flames.
- B. Lightning:** Material damage Arising out of Lightning at the condition that the Lightning falls directly on the premises insured or on the building where the premises are located.
- C. Explosion:** Material damage caused to the insured solar system, as a result of an explosion of the system itself, but excluding loss or damage occasioned to the system surrounding unless covered under Third-party liability (see section 2).
- D. Impact damage:** Material damage caused by vehicles designed primarily for use on land and animals, but excluding policyholder's own vehicles
- E. Aircraft damage:** By falling of the aircraft and other aerial devices or articles dropped therefrom.
- F. Storm, Tempest & Flood:** Physical Damage to the solar system, arising out of Storm, Tempest & Flood. It is a condition of this policy that any damage caused by wind will be considered a Storm or Tempest only if the speed of the wind exceeds 100 km/h and the structure did hold the wind but solar panels did not. Any weak Solar panel holding structure shall not raise a claim...  
Physical damage to the solar system, arising out of Hail shall be reimbursed up to the maximum amount set in the policy under hail coverage; excluding transportation, disassembly and replacement.  
Flood is an overflowing of a natural or artificial watercourse from its normal flow.
- G. Earthquake:** Physical damage to the insured solar system, arising out of earthquake, subterranean fire or volcanic eruption, including fire arising out of the same perils.
- H. Theft by forcible entry:** Any loss or damage to the insured solar system or any part of its devices already mentioned in the policy, due to a burglary by forcible or violent entry only.
- I. Electrical and machinery breakdown:** the insurer will be liable to cover the insured against internal machinery damage such as; electrical damage, centrifugal forces, lack of water, failures in safety devices, overheating, impact, shock, and internal pressure.

### Exclusions:

- Damage to the solar system while installing or dismantling.
- Any kind of testing, maintenance, and course of repair.
- Any loss or damage due to an intentional act, a war, an act of terrorism, and alike.
- Any loss or damage due to strikes, riots, and civil commotions.
- Consequential loss of any kind.

- Loss resulting from the unexplained or mysterious disappearance of any part of the solar system.
- Loss or damage caused by any fault or defects existing at the same time of commencement of the policy within the knowledge of the insured or any of his representatives.
- Loss or damage by which the supplier, contractor, or repairer is responsible by law or under contract.
- Any damage due to contamination, pollution, inherent vice, wear & tear corrosion, rust, vermin, fungus, gradual deterioration, deformation or distortion, shrinkage, evaporation and loss of weight.
- Loss or Damage to Property insured caused by the willful act or willful misconduct of the policyholder for the destruction of his property whether it is personally carried out by him or in collusion with a third party.
- Any :
  - Breach (unforeseen decrease in power output) 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
  - Material inaccuracy or incompleteness in the application and the questionnaire.
- Any fraud or willful 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 misuse, abuse, neglect or accident, inadmissible alteration, improper installation application, or nonobservance of the insured's installation and maintenance instructions, repairs or modification of the photovoltaic module.
- 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 whether or not caused by or attributable directly or indirectly, to the photovoltaic modules.
- 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 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.

## **Section 2: Third-party liability, material damage and bodily injury resulting directly from the insured:**

Solar system, batteries, inverters, and its related electronic devices, MPPT, charger controller, solar Panels and similar, mentioned, described and detailed in this policy, caused to third parties:

*The company will cover the insured for those sums which he becomes legally liable to pay as damage only for accidental bodily injury (ies) and or property damages caused by a covered occurrence taking place in the policy.*

This policy excludes bodily injury or property damage due to any loss, destruction, or damage directly or indirectly occasioned by or through or in consequence of:

1. War, invasion act of foreign enemy, hostilities or warlike (whatever war be declared or not).
2. Mutiny, insurrection, rebellion revolution and alike.
3. Strikes, riots and civil commotions, act of terrorism or sabotage.
4. Any use of weapons or any other military devices.
5. Any kind of political risks
6. Property damage to surrounding properties, buildings, land caused by vibration, pile driving, subsidence or demolition, or resulting from any weakening of support

7. Any nuclear reactor, nuclear power station or plant premises related to nuclear energy or production, storage or handling of nuclear fuel.
8. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste.

### **Section 3: Special conditions:**

#### **Adherence to Terms and Conditions:**

The Insurer's liability shall be contingent on the Insured's due observance and fulfillment of the terms and conditions of this Policy.

#### **Sum insured, average clause & double insurance:**

The sums insured under the present policy must reflect the real value of the items at risk. If it appears at the time of loss, that the value of the property insured exceeds the sums insured thereon, then the policyholder shall be considered as his own insurer for the difference and shall bear a ratable proportion of the damage.

In case the risks covered under the present policy have a concurrent cover in any other insurance company for the same amounts or any parts thereof, solidarity among the involved insurance companies will apply, in case of an accident, in equal shares.

#### **Safeguard and maintenance:**

The insured shall at all time and as far as is reasonably practicable take steps to safeguard the property insured and maintain it in proper state of repair. The insured shall also take steps to enforce the observance of all statutory provisions, manufacturer's recommendations and other regulations relating to the safety, use and inspection of the property insured.

#### **Cancellation:**

This policy may be terminated at any time at the request of the insured in which case the company will retain the short period rate at the time the policy has been in force. The insurance may also at any time be terminated at the opinion of the company on notice to that effect being given to the insured in which case the company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation.

#### **Forfeiture:**

If any upon this policy be in any respect fraudulent or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain any benefit under this policy or if the loss, destruction or damage be occasioned by the willful act or with the connivance (complicity) of the insured all benefit under this policy shall be forfeited.

#### **Representations and Warranties:**

By accepting this policy, the insured represents and warrants that:

- 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.
- 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.
- 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 been undisclosed 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.
- 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.

#### **Subrogation:**

- 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.
- 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.

- 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.