



WITH YOU ALWAYS

Solar Module Warranty Insurance Policy

UIN:IRDAN108CP0010V01202122

SECTION A: PHOTOVOLTAIC SALES Cover

Preamble

(INSURED) (hereinafter referred to as “(INSURED)”) is a (LOCATION OF INSURED) based manufacturer of photovoltaic modules which are sold internationally, either to (INSURED)’s local sales offices, or directly to (INSURED)’s customers.

(INSURED) wishes to insure its contractual liabilities arising out of the long-term performance and product warranties provided to its customers according to the (TITLE OF WARRANTY or respective Section within the Insured Declaration) (hereinafter referred to as the “**Warranty**”) which shall be part of the Insured Declaration between (INSURED) and its customers.

This SECTION A – PHOTOVOLTAIC SALES COVER (hereinafter referred to as the “**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.

(THIS PREAMBLE CAN BE AMENDED AS NECESSARY FOR THE SPECIFIC CLIENT)

1. Schedule

Insured Name, contact details and Address	
Policy Period	From [_____] (hereinafter referred to as the “ Inception Date ”) until [_____] (hereinafter referred to as the “ Expiration Date ”).
INTERMEDIARY DETAILS Intermediary/Agent Name Intermediary License No. /Agent Code Intermediary Email Id Intermediary Contact Number POS PAN No. Policy Issuing Branch Policy Servicing Branch	
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 ___ years; and b) with regard to the Product Warranty, for a period of ___ years.
Total Sum Insured	The Total Sum Insured is the Sales Price of all Photovoltaic Modules in the Insured Declarations which shall be calculated no later than ninety (90) days after the Expiration Date, after receipt of notification containing the total amount of Insured Declarations entered into during the Policy Period. The Estimated Sum Insured shall be xxx. If the Total Sum Insured calculated is less than [xxx], the Total Sum Insured shall be deemed to be XXX. The Total Sum Insured shall be no greater than [xxx]; if the calculated amount has reached [xxx], any further declarations 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 [xxx%] of the Total

	<p>Sum Insured.</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 Declaration shall not exceed the Sublimit. The Sublimit shall apply per Insured Declaration, and shall not exceed [xxx%] of the Sales Prices of all Photovoltaic Modules in the respective Insured Declaration.</p> <p>The Sublimit per Insured Declaration 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.</p>
Manufacturer Limit	<p>Notwithstanding anything contained in this Policy, the maximum liability under this Policy is subject to a xxx maximum aggregate manufacturer limit for all policies issued to the Insured (or its Affiliates) by the Insurer (or its Affiliates) irrespective of the year.</p>
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> <p>a) xxx; or</p> <p>b) [xxx%] of the Sales Price of all Photovoltaic Modules in the respective Insured Declaration.</p> <p>The Deductible shall apply separately for each Loss under one Insured Declaration resulting from one Breach. Any limits of liability shall apply in excess of the Deductible.</p>
Waiting Period	<p>The Insurer shall not be liable for any Loss incurred during the first [xxx] consecutive months of the Indemnity Period.</p>
Self-Insured Retention	<p>The Self-Insured Retention shall be [xyz%] of each and every Loss exceeding the Deductible, to be retained by the Insured.</p>
Linear Depreciation	<p>A Linear Depreciation of [xxx%] of Sales Price to be applied per year starting from the Shipment Date.</p>
Premium	<p>The Premium shall be (xxx)% of the Total Sum Insured.</p> <p>[The Estimated Gross Premium Amount shall be xxx inclusive of tax, and other deductions and represents best-estimates in utmost good faith, but will be adjusted at the end of the Policy Period by the Insurer according to the final Total Sum Insured.]</p> <p>The Estimated Gross Premium Amount shall be Minimum Deposit Premium payable prior to the inception of the Policy.</p>

	<p>The aforementioned Premium shall include Premium for both the SECTION A – PHOTOVOLTAIC SALES COVER and SECTION B – PHOTOVOLTAIC BUYER’S COVER, which is mentioned in the Policy Schedule.</p> <p>The Insured shall pay to the Insurer additional Premium as and when request for increase in sum insured over and above Estimated Sum insured is made and approved by the Insurer. Increase in Sum Insured will be effective from the date of payment of additional premium</p> <p>The Insurer shall have no liability under this Policy unless and until the full Premium has been received by the Insurer as stated above.</p> <p>Premium shall be deemed fully earned and non-refundable.</p>
Minimum Deposit Premium	The Minimum Deposit Premium shall be deemed fully earned and non-refundable.
Taxes	<p>The Premium and the Minimum Deposit Premium shall be exclusive of any applicable tax, fee or surcharge.</p> <p>It is the Insured’s responsibility to pay any applicable tax, fee or surcharge.</p>
Currency	INR
Law and Jurisdiction	India

PREMIUM DETAILS

BASIC PREMIUM _____

ADD ON COVER _____

NET PREMIUM

SGST:

CGST:

IGST:

TOTAL PREMIUM

Goods and Service Tax Registration No:

Signed at:

On date: DD/MM/YYYY

The stamp duty of Rs. paid in cash or demand draft or by pay order, vide Receipt/Challan no:
dated the

For Tata AIG General Insurance Company Ltd.

Authorized Signatory

Important Note :

Please examine this Policy including its attached schedules and annexures / Riders if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order.

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 a 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. Any results of an Approved Test shall be adjusted in favour of the Insurer using a measurement uncertainty of 3%. However, if at any point during the Indemnity Period, a more accurate testing mechanism/procedure is created to determine the power output of photovoltaic modules, and said testing mechanism/procedure is considered accepted within the photovoltaic industry to be an accurate testing method, the Insured and the Insurer shall work together in good faith to renegotiate the measurement uncertainty to correlate with then industry standards.

“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 of all Photovoltaic Modules in an Insured Declaration falls below the Insured Module Performance level for all Photovoltaic Modules in an Insured Declaration 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 A

The same Breach either 1) occurring several times within a period of more than one year, or 2) arising out of different Insured Declarations, 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 Declarations.

“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 Declarations” means those sales contracts, projects, or batches of Photovoltaic Modules for which the Relevant Information has been received and accepted by the Insurer in accordance with Section 7.3.1 of this Policy. Each Insured Declaration receives a unique declaration number from the Insurer. Several sales contracts, projects, or batches of the same Buyer may be aggregated into one Insured Declaration or submitted separately into several Insured Declarations. However, one Insured Declaration must consist of at least 2 MWp of Photovoltaic Modules. Deductible and Sublimit apply to the total Sales Price per one Insured Declaration..

Insurer: means the insurance company i.e., Tata AIG General Insurance Company Limited.

“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:

$$\text{Actual Cash Value (n)} = \text{Sales Price} * (100\% - n * \text{Linear Depreciation})$$

“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 xyz of the Warranty as attached as Exhibit B

“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 Declaration within the Policy Period.

“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 xyz 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 XX/Wp at the date of the claim under the Policy, but not exceeding the Sales Price in XX/Wp of the defective Photovoltaic Modules.

“Relevant Information” means the information set forth in Exhibit C.

“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

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

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

4.1 With regard to the **Performance Warranty**:

The lesser of:

- 4.1.1 the Repair Costs
- 4.1.2 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
- 4.1.3 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
- 4.1.4 the Refund Costs of the underperformance of the Photovoltaic Modules; or
- 4.1.5 the Actual Cash Value of the defective Photovoltaic Modules.

4.2 With regard to the **Product Warranty**:

The lesser of:

- 4.2.1 the costs the Insured actually incurs to replace the defective Photovoltaic Modules; or
- 4.2.2 the costs the Insured actually incurs to repair the defective Photovoltaic Modules; or
- 4.2.3 the Actual Cash Value of such defective Photovoltaic Modules.

However, for both Performance Warranty and Product Warranty indemnity as mentioned above shall exclude 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.

5. Special Provisions to Section B: Photovoltaic Buyers Cover

- 5.1 The Insured has entered into a Photovoltaic Buyers Cover as SECTION B attached hereto under which the Buyers shall be the beneficiaries in case of the insolvency of both the Insured and the entity which is liable for the Product Warranty and Performance Warranty
- 5.2 In the event a claim is made under the SECTION B 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 SECTION A shall erode the Policy Limit, Sublimits and the Manufacturer Limit of the SECTION B and the Policy Limit, Sublimits 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 (NAME OF THE CERTIFICATE WHICH CONTAINS SPECIFICATIONS) 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 CONDITONS

- 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 notbeen 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 Declarations.** 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 Declaration, which shall include all Relevant

Information.

- 7.3.2 Notification of total amount of Insured Declarations.** The Insured shall provide to the Insurer no later than 90 days after the Expiration Date, a notification containing the total amount of Insured Declarations 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 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 if such change of technical assessment of the Photovoltaic Modules would result in a change of risk for the Insurer to such an extent that a reasonable Insurer would, under the same circumstances, have declined accepting the risk under the same terms and conditions.
- 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 Loss.

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Losses can be notified by the Insured in the following ways:

- ☑ Toll Free No. 18002667780
- ☑ Email notification to general.claims@tataaig.com
- ☑ By letter/ Fax / e-mails to any of our offices

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013, Maharashtra, India

- 7.4.3 Updates and information.** Subsequent to delivery of any notification set forth in Section 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;

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24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tataaig.com Website: www.tataaig.com

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425 UIN:

- 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.
- 7.4.3.5 **Insurer's Response.**The Insurer shall respond to a Claim Notice as soon as reasonably practicable.
- 7.4.3.6 **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, as set forth in Exhibit B
- 7.4.4 **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.
- 7.4.5 **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.
- 7.4.6 **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 Section 7.4 of this Policy or other matter relating to this Policy.
- 7.4.7 **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.
- 7.4.8 **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 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; Warranty Partner Website.

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 or Insurer will issue any press release or make any public announcement or statement regarding this Policy 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 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.

- 7.8.4 **Warranty Partner Website** The Insured agrees that the conclusion of this Policy will be included into Munich Re's Green Tech Solution website called Warranty Partner Website 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 Manufacturer Warranty, the terms and conditions of this Policy shall prevail.
- 7.12 **Language.** Unless otherwise explicitly agreed, 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. Any translation into foreign language may be provided for convenience purposes. In the event of any conflict between the English text and the text in a different language, the English text shall prevail.
- 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.** Any notice (including a Claim Notice) or other communication concerning the subject matter of this Policy shall be made in writing and shall be effective upon receipt, and (i) if to the Insured, shall be delivered to the Insured at its mailing address set forth in the Schedule,

and (ii) if to the Insurer, shall be delivered to at the following address:

Tata AIG General Insurance Company Limited - Registered Office: Peninsula Business Park,
Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013
24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170
Email: customersupport@tataaig.com

- 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 (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 (Re)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.

Arbitration

a. If any dispute or difference shall arise as to the quantum to be paid under this Policy, liability being otherwise admitted, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within One (1) month of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. as amended from time to time.

b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, if the Company has disputed or not accepted liability under or in respect of this Policy.

c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss shall be first obtained.

Cancellation

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. However, in case the policy gets terminated there is provision to refund the unutilized premium over and above minimum deposit premium.

Renewal

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.

SECTION B – PHOTOVOLTAIC BUYER’S COVER

Preamble

(CLIENT) (hereinafter referred to as “(CLIENT)”) is a (LOCATION OF CLIENT) based manufacturer of photovoltaic modules which are sold internationally, either to CLIENT ’S local sales offices, or directly to CLIENT’S customers.

With this SECTION B – PHOTOVOLTAIC BUYER’S COVER (hereinafter referred to as the “**Policy**”), (CLIENT) wishes to insure certain contractual liabilities arising out of the long-term performance and product warranties provided to its eligible customers under the NAME OF WARRANTY (or respective Section within the Insured Declaration) (hereinafter referred to as the “**Warranty**”). This SECTION B shall replace the SECTION A in case of the CLIENT’S insolvency. Therefore, (CLIENT) is providing financial protection to certain eligible customers as beneficiaries according to the terms and conditions of this Section B in the event (CLIENT) is insolvent.

(THIS PREAMBLE CAN BE AMENDED AS NECESSARY FOR THE SPECIFIC CLIENT)

8. Schedule

Insured Name, contact details and Address:	[details and address]
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	<p>The Indemnity Period shall be effective from the date on which the Warranty becomes effective, and shall continue:</p> <ul style="list-style-type: none"> a) with regard to the Performance Warranty, a period of [xxx] years; or b) with regards to the Product Warranty, a period of [xxx] years.
Total Sum Insured	<p>The Total Sum Insured is the Sales Price of all Photovoltaic Modules of all Declarations 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>The Estimated Sum Insured shall be xxx. If the Total Sum Insured calculated is less than [xxx], the Total Sum Insured shall be deemed yyy. The Total Sum Insured shall be no greater than [xxx]; if the calculated amount has reached [xxx], any further declarations 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	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 [xyz%] of the Total Sum Insured.

	<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 Declaration shall not exceed the Sublimit. The Sublimit shall apply per Insured Declaration, and shall not exceed <<77>>% of the Sales Prices of all Photovoltaic Modules in the respective Insured Declaration.</p> <p>The Sublimit per Insured Declaration 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.</p>
Deductible	<p>The Insurer shall only indemnify the beneficiary for Loss incurred in excess of the Deductible. The Deductible shall be the greater of:</p> <p>c) [xyz]; or</p> <p>d) [xyz%] of the Sales Price of all Photovoltaic Modules in the respective Insured Declaration.</p> <p>The Deductible shall apply separately for each Loss under one Insured declaration resulting from one Breach. Any limits of liability shall apply in excess of the Deductible.</p>
Waiting Period	<p>The Insurer shall not be liable for any Loss incurred during the first [xxx] consecutive months of the Indemnity Period.</p>
Linear Depreciation	<p>A Linear Depreciation of [xxx%] of Sales Price to be applied per year starting from the Shipment Date.</p>
Premium	
Currency	INR
Law and Jurisdiction	INDIA

9. 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. However, if at any point during the Indemnity Period, a more accurate testing mechanism/procedure is created to determine the power output of photovoltaic modules, and said testing mechanism/procedure is considered accepted within the photovoltaic industry to be an accurate testing method, the Insured and the Insurer shall work together in good faith to renegotiate the measurement uncertainty to correlate with then industry standards.

“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 of all Photovoltaic Modules in an Insured Declarations falls below the Insured Module Performance level for all Photovoltaic Modules in an Insured Declaration 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 Declarations, 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 Declarations.

“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.

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

“Insured Declarations” means those sales contracts, projects, or batches of Photovoltaic Modules for which the Relevant Information has been received and accepted by the Insurer in accordance with Section 7.3.1 of this Policy. Each Insured Declaration receives a unique declaration number from the Insurer. Several sales contracts, projects, or batches of the same Buyer may be aggregated into one Insured Declaration or submitted separately into several Insured Declarations. However, one Insured Declaration must consist of at least 2 MWp of Photovoltaic Modules. Deductible and Sublimit apply to the total Sales Price per one Insured Declaration.

“Linear Depreciation” means the 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:

$$\text{Actual Cash Value (n)} = \text{Sales Price} * (100\% - n * \text{Linear Depreciation})$$

“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 [xxx] of the Warranty as attached as Exhibit B

“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 Declaration within the Policy Period.

“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 [xxx] 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.

“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 xxx/Wp at the date of the claim under the Policy, but not exceeding the Sales Price in xxx/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 Declaration.

“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 F

“**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.

10. 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.

11. INDEMNIFICATION

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

11.1 With regard to the **Performance Warranty**:

[xyz%] of the lesser of:

- 11.1.1 the Repair Costs; or
- 11.1.2 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
- 11.1.3 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
- 11.1.4 the Refund Costs of the underperformance of the Photovoltaic Modules; or
- 11.1.5 the Actual Cash Value of the defective Photovoltaic Modules.

11.2 With regard to the **Product Warranty**:

[xyz%] of the lesser of:

- 11.2.1 the costs the Beneficiary actually incurs to replace the defective Photovoltaic Modules; or
- 11.2.2 the costs the Beneficiary actually incurs to repair the defective Photovoltaic Modules; or
- 11.2.3 the Actual Cash Value of such defective Photovoltaic Modules.

However, for both Performance Warranty and Product Warranty indemnity as mentioned above shall exclude 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

12. 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::

- 12.1 have been granted legal protection through their being found to be bankrupt (other than pursuant to a consolidation, amalgamation or merger); or
- 12.2 admit 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
- 12.3 have made a general assignment, arrangement or composition with or for the benefit of all of its creditors; or
 - 12.4 institute or have 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
 - 12.5 have a resolution passed for its winding up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); or
 - 12.6 seek 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
 - 12.7 have 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
 - 12.8 cause or are 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 Section 12.1 to 12.7 **Error! Reference source not found.** of this Policy (inclusive).

The Insured shall no longer be deemed to be Insolvent for the purposes of this Policy 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.

13. Special Provisions to Section A: Photovoltaic Sales Cover

- 13.1 The Insured has entered into a SECTION A attached hereto under which the Insured shall receive indemnification for Losses pursuant to the terms and conditions of the Photovoltaic Sales Cover.
- 13.2 In the event a claim is made under the SECTION A against the Insurer, the Insurer shall have no liabilities or obligations to the Beneficiary under Section B of this Policy.
- 13.3 Any Loss payments made by the Insurer under this Policy shall erode the Policy Limit, Sublimits and the Manufacturer Limit of the SECTION A and the Policy Limit, Sublimits and the Manufacturer Limit of this Policy.

14. 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:

- 14.1 any Loss occurring during the Waiting Period;
- 14.2 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;
- 14.3 any failure in quality control as specified in the Insured quality handbook and work instructions controlled by means of ISO-9000/9001;
- 14.4 any fraud or wilful intent to deceive the Insurer committed by the Insured or any Representatives or any gross negligence on the part of any of the Insured or its Representatives;
- 14.5 any inverters, cables, trackers, module level electronics, fastening systems or objects for mounting or transporting any Photovoltaic Module;
- 14.6 any installation, dismantling, removal, transportation, reassembly or modification of Photovoltaic Module;
- 14.7 Any fault, defect, error or omission in design, plan or specifications of the Photovoltaic Modules. For the avoidance of doubt, if the modules are produced accordance to (NAME OF THE CERTIFICATE WHICH CONTAINS SPECIFICATIONS) any defects shall not be considered as design defect.
- 14.8 any misuse, abuse, neglect or accident, inadmissible alteration, improper installation application, or non-observance of the Insured's installation and maintenance instructions, repairs or modification of the Photovoltaic Module.
- 14.9 any external influence on the Photovoltaic Modules other than the normal climate and weather related conditions, including but not limited to fire, lightning, explosion, windstorm, hail, flood, earth movement, earthquake, mine subsidence, riot, civil commotion, vandalism and malicious mischief whether or not caused by or attributable directly or indirectly, to the Photovoltaic Modules or contributing to a Breach.
- 14.10 any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;
- 14.11 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;
- 14.12 any act of Terrorism, including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;

- 14.13 any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- 14.14 any radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 14.15 any weapon or device employing atomic or nuclear fission or fusion or any other similar reaction or radioactive force or matter;
- 14.16 any pollution or contamination, directly or indirectly, arising from any cause whatsoever and any loss, cost or expense due to any request, demand or order that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of any solid, liquid, gaseous or thermal irritant or contaminant; or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of any solid, liquid, gaseous or thermal irritant or contaminant.

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

14.17 **Condition Precedent.** It shall be a condition precedent to indemnification under this Policy that the following requirements are satisfied:

14.17.1 **Amount of Loss.** The Loss exceeds the greater of:

14.17.1.1 XYZ% of the Sales Price of all Photovoltaic Modules in the respective Insured Declaration; or XYZ.(INR)

14.17.2 **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.

14.17.3 **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.

14.17.4 **Claims Filing Procedure.** The Beneficiary shall deliver a Claim Notice in the form attached herto 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 becomes aware of any Loss or any Breach or matter that may reasonably be expected to give rise to a Loss.

Losses can be notified by the insured in the following ways:

- ☑ Toll Free No. 18002667780
- ☑ Email notification to general.claims@tataaig.com
- ☑ By letter/ Fax / e-mails to any of our offices

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013, Maharashtra, India

14.17.5 **Insolvency/Due Diligence against Insured.** Any Claims Notice submitted by the Beneficiary shall include proof of Insolvency of the Insured.

14.17.6 **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.

14.17.7 **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.

14.17.8 **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.

14.17.9 **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.

14.17.10 Subrogation.

The Beneficiary shall preserve any indemnification or other rights against any other person or entity for any Loss and preserve the Insurer's subrogation rights with respect thereto, including but not limited to the Beneficiary's claim against the Insured.

14.17.11. 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.

14.17.11 **Updates and information.** Subsequent to delivery of any notification referred to above:

14.17.11.1 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.

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

14.17.11.3 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.

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).

14.18 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.

15. GENERAL TERMS AND CONDITIONS

15.1 **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.

15.2 **Representations and Warranties.** By accepting this Policy the Insured represents and warrants that:

15.2.1 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;

15.2.2 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;

15.2.3 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;

15.2.4 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.

15.3 Insured's Obligations

15.3.1 **Minimum Deposit Premium and Premium.** The Insured has paid the Minimum Deposit Premium and the Premium set forth in the Photovoltaic Sales Policy in full. The Insurer shall have no liability under this Policy unless and until the full Premium has been received by the Insurer.

15.3.2 **Notification of individual Insured Declarations** The Insured shall provide to the Insurer the form attached hereto as Exhibit XYZ, no later than ninety (90) days after the Shipment Date, which shall include all Relevant Information.

15.3.3 **Notification of total amount of Insured Declarations.** The Insured shall provide to the Insurer no later than 90 days after the Expiration Date, a notification containing the total amount of Insured Declarations entered into during the Policy Period.

15.3.4 **Inspection of Photovoltaic Modules.** At any time during the Policy Period, the Beneficiary shall grant access to the Insurer and the Insurer's experts (including external professional advisors) to inspect and carry out tests on the Photovoltaic Modules and their production and delivery process. The Beneficiary shall be obliged to implement any recommendations the Insurer's experts issue that are critical to secure the long-term performance of the Photovoltaic Modules. In case the Beneficiary refuses to make the implementations as suggested by the Insurer's expert, the Insurer shall have the right to cancel this Policy by giving written notice of 30 days if such change of technical assessment of the Photovoltaic Modules would result in a change of risk for the Insurer to such an extent that a reasonable Insurer would, under the same circumstances, have declined accepting the risk under the same terms and conditions.

15.3.5 **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.

15.3.6 **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.

15.4 **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.

15.5 **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.

15.6 Use of marks, Public Announcements; Marketing; GTS Business Suite

15.6.1 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.

15.6.2 Public announcements. Neither the Insured or Insurer will issue any press release or make any public announcement or statement regarding this Policy 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.

15.6.3 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 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.

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

15.7 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.

15.8 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.

- 15.9 **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.
- 15.10 **Language.** Unless otherwise explicitly agreed, 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. Any translation into foreign language may be provided for convenience purposes. In the event of any conflict between the English text and the text in a different language, the English text shall prevail.
- 15.11 **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).
- 15.12 **Notice.** Any notice (including a Claim Notice) or other communication concerning the subject matter of this Policy shall be made in writing and shall be effective upon receipt, and (i) if to the Insured, shall be delivered to the Insured at its mailing address set forth in the Schedule, and (ii) if to the Insurer, shall be delivered to it at the following address:

Tata AIG General Insurance Company Limited - Registered Office: Peninsula Business Park,
Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013
24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email:
customersupport@tataaig.com

- 15.13 **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.
- 15.14 **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.
- 15.15 **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.
- 15.16 **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.

15.17 **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 (Re)Insurer.

15.18 **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.

15.19 **Jurisdiction.** The Parties hereby submit to the Courts of the jurisdictions as set forth in the Schedule.

Arbitration

a. If any dispute or difference shall arise as to the quantum to be paid under this Policy , liability being otherwise admitted, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within One (1) month of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. as amended from time to time.

b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, if the Company has disputed or not accepted liability under or in respect of this Policy.

c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss shall be first obtained.

Cancellation

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. However, in case the policy gets terminated there is provision to refund the unutilized premium over and above minimum deposit premium.

Renewal

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.

Exhibit A: Technical Conditions

Only those photovoltaic module are insured and defined as Photovoltaic Modules under this Policy where compliance with the following certification and product requirements can be proven:

Certificate	Product Type Name and bin range	Production Facilities or OEM Partner
Certificate ID 12345 from TÜV-Rh	As in certificate	As in certificate and/or test report of certificate
Certificate ID 12345 from TÜV-Rh	As in certificate	As in certificate and/or test report of certificate

Table TC-1: Certificates, Module Types, and production facilities for all insured product types

- i. each of those modules was verified to comply with the specification given on the datasheet(s);
- ii. each of those modules was manufactured according to a bill of materials (BoM) which received product certification according to IEC-61215:2016 and IEC-61730:2016 from an accredited certification body listed as issuing NCB at IECCE that is valid during the full Policy Period;
- iii. the modules were installed, operated and maintained according to manufacturer’s requirements and issues were detected and resolved in a timely manner;

Exhibit B

Product Warranty and Performance Warranty
 [include: [CLIENT’S] Power Limited Warranty for PV Modules]

Exhibit C

Relevant Information (to be submitted by the Insured)

According to Section 7.3.1 of this Policy, the Relevant Information as set forth below, must be timely submitted by the Insured:

- Name of Buyer (Beneficiary)
- Contact E-Mail of Buyer
- Buyer’s address
- Size of Declaration in nominal DC capacity (in MWp)
- Product Type number (-s)
- Name of Solar Park
- Specific address of Solar Park
- Country of Solar Park
- Sales Price per Wp (in USD)
- Amount of PV modules (per Product Type)
- Total Value of PV Modules (in USD)
- Shipping Date

- Warranty Start Date
- Serial Numbers of Declaration
- Double Glass (Yes / no)
- Specific Warranty (degradation in year 1, annual degradation until last year, example 97.5% - 0.7% p.a. until year 25)

- Flash Data (serial number of each module with nominal power and measured maximum power)

Exhibit D
Claims Notice Form

To:

with a copy sent simultaneously to:

Munich Reinsurance Company
Green Tech Solutions
Koeniginstrasse 107
80802 Muenchen
Germany

Exhibit E
Representatives – other key individuals

Exhibit F
Pre-agreed Public Announcements

Exhibit G
Pre-agreed Marketing Material