

PV Panels

Atlas PV Panels Policy



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Your Policy – The Contract of Insurance

Welcome to **Your** PV Panels Policy. This policy is a contract between **You** and Atlas Insurance PCC Limited, the basis of which is the proposal **You** have signed and the consideration for which is the premium shown on the **Schedule**.

Your policy consists of:

- the policy wording in this booklet;
- the **Schedule**;
- any **Endorsement** added throughout the currency of the policy.

We will, in the event of injury, loss or damage happening during the **Period of Insurance**, provide insurance as described in the following pages for those sections **You** have chosen.

Please read this policy to make sure **You** know what cover is provided. Any change in the details on proposal must be notified to **Us** immediately. Failure to do so may invalidate **Your** policy. A copy of the proposal form **You** have completed will be given to **You**.

About Your Policy

General Definitions

If **We** explain what a word means, that word has the same meaning wherever it is used in the policy or **Schedule**. These words are highlighted by the use of bold print and are written starting with a capital letter.

Other words may be explained elsewhere in the policy or **Schedule**.

Incident Excess

means the first 5% of each and every loss or €150 whichever is the higher unless changed by **Endorsement**. The incident excess applies solely where specifically stated in the policy.

Malta

means the Republic of Malta

Period of Insurance

means the dates shown on the **Schedule**.

Private Residence

means the self-contained property shown in the **Schedule**.

Unless otherwise stated by **Endorsement**, the private residence, must be

- built of brick, stone or concrete and roofed with stone, slate, tile, asphalt, metal or concrete and
- used solely by **You** for private residential purposes.

Schedule

means the most recently updated schedule and indicates

- the sums insured/main monetary limits;
- any special terms (**Endorsements**) that may apply to **Your** policy;
- other relevant details.

Terrorism

means the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation/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.

Unoccupied

means when a **Private Residence**

- is not being normally lived in by **You** or by anyone else with **Your** permission; or
- it is without sufficient furniture and furnishings for normal living purposes

for 180 consecutive days or more or for the period of consecutive days (or more) shown on the **Schedule** or by **Endorsement**.

Us/We/Our/Company

refers to Atlas Insurance PCC Limited.

You/Your/Insured

means the person named as the Policyholder in the Schedule and each member of the Policyholders' family (including a domestic partner and foster children) normally residing with the Policyholder.

PV System

means the photovoltaic modules forming part of an array and includes the inverters and mounting structure all forming part of the photovoltaic system and installed at the **Private Residence**.

These conditions apply throughout **Your** policy.

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy or refuse to deal with **Your** claim.

1. Keeping Your sum insured at the correct level

You must at all times keep the sum insured at a level which represents the **Full Value** of the property insured. **Full Value** means the current cost as new.

2. Changes in Your Circumstances

You must tell **Us** as soon as possible in writing about any change which may affect this insurance particularly:

- change of address;
- structural alteration to **Your Private Residence**;
- if **You** intend to use the **Private Residence** for any reason other than private residential purposes;
- if the **Private Residence** will be **Unoccupied**.

You must also notify **Us** as soon as possible if **You** have been declared bankrupt or have been convicted of or charged with but not yet tried for any offence other than driving convictions.

We will then advise **You** of any changes in terms.

If **You** are in any doubt please ask **Us** or **Your** insurance advisor.

3. Contract Clause

This contract of insurance shall, for all effects and purposes, be deemed to be a **Maltese** contract and shall be governed by an according to **Maltese** law and subject to the exclusive jurisdiction of the **Maltese** Courts.

4. Maltese jurisdiction clause

The indemnity provided shall apply only to judgements, orders or awards that are delivered by or obtained from a court or in arbitration in **Malta**.

Furthermore the indemnity shall not apply to a judgement, order or award obtained in **Malta** for the enforcement of a judgement obtained elsewhere.

The indemnity shall not apply to costs and expenses of litigation recovered by any claimant from **You** which costs and expenses of litigation are not incurred in **Malta**.

5. Change of interest

We shall not be bound by any passing of **Your** interest other than by death or operation of the law.

6. Taking care of Your property

You must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard the property insured from loss or damage.

You must maintain the property in good repair.

You must maintain the property insured in accordance with manufacturer's instructions.

If **You** discover any defect in any property insured, **You** must remedy such defect as soon as possible.

7. Cancellation

The Policyholder defined in the **Schedule** may cancel this policy during the **Statutory Cancellation Period** which is within 14 days of

- receipt of the policy documents (new business); or
- the renewal date.

This is done by writing to **Us** at the following address during the **Statutory Cancellation Period**:

The Personal Lines Manager
Atlas Insurance PCC Limited
47-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

We will refund the premium paid to **Us** as long as the amount of any claim occurring in the **Statutory Cancellation Period** and paid by **Us** is refunded.

Outside the **Statutory Cancellation Period**

- the Policyholder defined in the **Schedule** may cancel the policy at any time by giving 7 days notice.

If there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance**, **We** will calculate the premium for the period **You** have been insured and refund any balance.

If a claim has been submitted during the current **Period of Insurance** no premium refund will be given.

- **We** may also cancel the policy by sending 7 days notice by recorded delivery to the address shown on the **Schedule**. Provided that there has been no claim made during the current **Period of Insurance** (or claim pending) **We** will calculate the premium for the period **You** have been insured and refund any balance.
If a claim has been submitted during the current **Period of Insurance** no premium refund will be given.

8. Arbitration

Where a claim has been accepted but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with current statutory provisions. When this happens, an award must be made before proceedings are started against **Us**.

General Exclusions

These exclusions show what is not covered under any section of **Your** policy.

1. Confiscation by customs officials

We will not pay for any loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

2. Sonic booms

We will not pay for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. Nuclear risks

We will not pay for:

- a. loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- b. any legal liability;

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

4. War risks and Terrorism

We will not pay for any loss or destruction of or damage to property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any other cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b. **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**.

5. Property lost through deception or fraud

We will not pay for losses where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason or for losses where property is lost by deception.

6. Subsidence and the like

We will not pay for loss or damage caused by subsidence, ground heave, settlement, shrinkage or landslide even if resulting from any Cause under Section 1 – **PV Panels**.

7. Date change

We will not pay for loss or destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, consisting of or arising from the failure or inability of any:

- a. computer or auxiliary equipment;
- b. computer systems, software program or spreadsheet;
- c. data processing equipment, media or auxiliary equipment;
- d. microchip integrated circuit or similar device;
- e. telecommunications equipment or systems;
- f. any other systems for processing, storing, transmitting, retaining or returning data;

whether the property of the **Insured** or not and occurring before, during or after the year 2000 to:

- i. correctly recognise any date as its true calendar
- ii. capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any date or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value;
- iii. capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in a. to f. above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date; but this General Exclusion shall not exclude subsequent loss or destruction of or damage to property insured not otherwise excluded which itself results from Causes 1-9 under Section 1 – PV Panels arising under the following Sections if provided by this policy:
 - Section 1 – PV Panels;

8. Pollution/Contamination

We will not pay for loss, damage or liability arising directly or indirectly from pollution or contamination unless caused by a sudden and unforeseen and identifiable incident.

9. Other

We will not pay for:

- a. depreciation in value of property or any consequential loss (including reduced value after items have been repaired or replaced);
- b. the cost of routine maintenance;
- c. destruction, damage or liability occurring before the cover under **Your** policy started;
- d.
 - i. legal liability arising directly or indirectly from and/or
 - ii. damage or contamination to computers or computer equipment by:
 - erasure or distortion of data;
 - accidental erasure or mislaying or misfiling of documents or records;
 - viruses and similar mechanism or hacking;
- e. loss or damage
 - i. caused by or consisting of faulty design/materials/workmanship
 - ii. caused by or consisting of mechanical or electrical breakdown, derangement or failure
 - iii. caused by or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
 - iv. caused by or consisting of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the actions of light or any gradually operating cause;
 - v. caused deliberately by **You**.

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy or refuse to deal with **Your** claim.

The first thing **You** must do if any injury, loss or damage happens:

- if property is lost or if theft or malicious damage is suspected, **You** must immediately inform the police and obtain a crime or lost property report/reference number.

We recommend **You** check **Your** policy cover to ensure if the loss or damage is covered – This booklet shows details of what is covered and how claims are settled.

You should always immediately:

- tell **Us**; **You** may phone **Us** on 23 43 52 93
- take all reasonable steps to recover missing property;
- take all reasonable steps to prevent further loss, damage or injury

By calling the above number **We** will take details of the loss and where necessary arrange for someone to call or contact **You** by phone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent assessor.

What **You** must do after making **Your** claim:

- send to **Us** immediately any writ or summons or any other court document and, as soon as possible, any letter, claim or other document without acknowledgment;
- send written details of **Your** claim to **Us** as soon as possible but not later than 60 days;
- supply at **Your** own expense all reports, certificates, plans, specifications, evidence (including receipts), information and assistance that **We** may require.

What **You** must not do:

- **You** must not admit or deny any claim made by someone else against **You** or make any agreement with them;
- **You** may not abandon any property to **Us**.

Our rights:

We are entitled to:

- take over and conduct in **Your** name, or in the name of any other person insured by this policy, the defence or settlement of any legal action;
- take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, or in the name of any other person insured by this policy, to recover any amount **We** have paid or may pay under the policy to anyone;
- receive all necessary information and assistance from **You** and any other person insured by this policy;
- enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner;
- pay all amounts under this policy to the Policyholder named in the **Schedule**:
 - for his/her own benefit; or
 - as an agent for any other **Insured** and his/her receipt shall discharge **Us**;
- have post-mortem examinations carried out in the event of claims relating to death.

Fraud

You must not act in a fraudulent manner.

If **You** or anyone acting on **Your** behalf

- make a claim under this policy knowing the claim to be false or fraudulently inflated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of **Your** claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance;

then:

- **We** will not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the policy;
- **We** may at **Our** option declare the policy void;
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date;
- **We** shall not make any return premium; and
- **We** may inform the Police of the circumstances.

We will, at **Our** option, pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property.

Sums insured or other limits will not be reduced by any claim.

1. Matching sets

An individual pv module forming part of an array is regarded as a single item.

We will pay for individual lost or damaged modules and for clearly definable areas of damage in an array but **We** will not pay for unaffected companion modules or undamaged parts of an array even if matching replacements cannot be obtained.

2. Will a deduction be made for wear and tear?

Provided that:

- a. the sum insured represents the **Full Value** of the property; and
 - b. the property has been maintained in good repair and in accordance with manufacture's instructions;
- then there will be no deduction if repair or replacement is actually carried out;
- If provisos a. and b. above are not complied with there will be a deduction for wear and tear on any property.

3. Other insurance policies

If any liability, loss or damage is covered by any other insurance, **We** will not pay more than **Our** rateable proportion.

4. Grant scheme

If at the time of a claim, there is available a grant scheme against which **You** are entitled to receive a subsidy for the repair or replacement of **Your PV System**, then such subsidy amount will be deducted from any claim.

If You are not satisfied with Atlas Insurance PCC Limited

It is important that **You** follow this process, step by step, to ensure that **Your** concerns are dealt with as swiftly as possible.

Please remember to quote your policy and/or claim number on all correspondence.

How we deal with your concerns

You can communicate with us about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables us to identify ways to improve our service, and rest assured that we will always treat **You** fairly, equally and promptly. We will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

What You should do

With the best will in the world, concerns about some aspects of our service may arise. In such circumstances Atlas staff have training and authority to settle problems and will do everything they can to help. This should be **Your** first point of contact.

In the unlikely event that your complaint is unresolved, please write to:

The Customer Care Manager
Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021 or email on insure@atlas.com.mt

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days
- explain how Atlas will handle **Your** complaint and who **Your** contact person will be
- explain what, if anything, **You** need to do
- send **You** a copy of the Atlas Complaints Procedure if you do not already have a copy of it
- give **You** a reply to your concern within 10 working days
- aim at finalising the issue within 40 working days (8 weeks). If we are still unable to conclude within this time period we will write to **You** explaining why.

If **Your** complaint arises over a claims issue, we may elect to refer **Your** complaint to an independent arbitrator, whose decision will be binding on both parties. Arbitration will take place in Malta.

If You are still not satisfied

For individuals, **You** may also refer **Your** complaint to The Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR14, freephone 8007 4924, tel 21441155, email consumerinfo@mfsa.com.mt, website: <http://mymoneybox.mfsa.com.mt>.

Section 1 – PV Panels

What is the most We will pay?

We will not pay more in total than the **PV System** Sum Insured shown in the **Schedule** for any one claim under Causes 1-10 and Additional Benefits 11 and 12. We will pay, in addition, any amount due under Additional Benefit 10.

If the **PV System** Sum Insured is less than the **Full Value** (see General Condition 1 – Keeping Your sums insured at the correct level) the sum paid by Us will be limited to the same proportion as **Your PV System** Sum Insured bears to the **Full Value** of the property at the time of the incident leading to a claim.

We cannot pay any of the cost of extending or improving **Your PV System** beyond its condition as new.

What is covered	What is not covered (specific exclusions)
Loss or damage to the PV System by the following Causes:	See also General Exclusions The amount of the Incident Excess in respect of Clauses 3, 5, 6, 8, 9 and 10. Loss or damage while the Private Residence is Unoccupied in respect of Causes 4, 5, 6 and 7;
Causes	
1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire	
2. Smoke	
3. Storm or flood	
4. Riot, civil commotion, strikes, labour and political disturbances.	
5. Malicious persons.	
6. Escape of water from a fixed: <ul style="list-style-type: none"> ▪ water installation; ▪ drainage installation; ▪ heating installation. 	
7. Theft or attempted theft.	
8. Collision or impact by: <ul style="list-style-type: none"> i. vehicles, aircraft or aerial devices or anything dropped from them; ii. cranes or anything dropped from them; iii. animals. 	8. Loss of damage caused by: <ul style="list-style-type: none"> a. domestic pets; b. cranes owned or operated by You.
9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.	
10. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.	
Additional Benefits The following Additional Benefits are included in this section:	

<p>11. Debris removal and building fees</p> <p>If there has been damage which is covered under this Section, We will pay for the cost of clearing debris from the site.</p> <p>You must obtain Our consent before any work of this kind commences unless immediate action is required in the interests of safety.</p> <p>We will not pay more than 10% of the PV System Sum Insured for any one claim.</p>	
<p>12. Purchaser's interest clause</p> <p>If You have contracted to sell the buildings at the time of a loss covered by Section 1 and the contract of sale is finalised prior to payment under the policy, We will pay the purchaser for such loss or damage subject to:</p> <ol style="list-style-type: none"> i. Your rights and liabilities and those of the Company not being affected; ii. The amount payable being limited to the extent of the purchaser's financial interest or the PV System Sum Insured which is the lower amount; iii. There not being any other insurance on the PV System. 	

Section 2 – Liability to the Public

We automatically include this section free of charge.

What is the most **We** will pay?

We will not pay more than €500,000 in respect of all compensation, costs and expenses for any claim or series of claims arising from any one event or one source or original cause.

<p>What is covered</p> <p>Any amount that You become legally liable to pay as compensation (including claimant's costs and expenses) in respect of accidental</p> <ol style="list-style-type: none"> i. death, bodily injury or illness of any person; ii. damage to material property not belonging to You or in Your custody or control; <p>occurring during the Period of Insurance and arising from the ownership of the PV System.</p> <p>We will also pay all costs and expenses agreed by Us in writing.</p> <p>If You die, Your legal personal representatives will have the benefit of this section for liability incurred by You for an event covered by this section.</p>	<p>What is not covered (specific exclusions)</p> <p>See also General Exclusions</p> <p>Legal liability to pay compensation or costs arising from:</p> <ol style="list-style-type: none"> a. Your death, bodily injury or illness; b. any wilful or malicious act; c. any trade, business, profession or employment; d. the transmission of any communicable disease or virus; e. any agreement or contract unless liability would have existed otherwise.
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Data Protection Statement

Atlas Insurance PCC Limited (hereinafter "Atlas") is the controller of personal data held about **You** or relating to **You** and/or to any other person/s whom **You** insure with Atlas (hereinafter "Others"), under the terms of the Data Protection Act (hereinafter the "Act"). By completing the Proposal Form and purchasing and/or renewing this Policy with Atlas, **You** and Others accept the terms of this Statement. **You** hereby warrant that **You** have presented this statement to "Others" and have obtained their necessary explicit verbal consent to:

- a. the processing of any information by Atlas and/or by any other subsidiary companies of Atlas or Atlas Holdings Limited (hereinafter the "Group") which constitutes personal data in terms of the Act, insofar as such processing relates to (but not limited to) underwriting and administration of the insurance proposal and policy, handling and settling of claims, detecting and prevention of fraud and the keeping of statistics;
- b. the disclosure by the Group of personal data held by them to other insurers or to persons acting on their behalf and/or instructions, including (but not limited to) the Malta Insurance Association, insurance intermediaries, the Malta Association of Credit Management (MACM), the Malta Insurance Fraud Platform and other appointed experts, together with the Commissioner of Police and any public or private hospital or clinic, other healthcare provider of any kind or any person, body or authority authorised by law to receive personal data;
- c. the abovementioned third parties, and other third parties legally entitled to communicate such data, disclosing relevant personal data to the Group and processing such data as described in paragraph (a) above;
- d. the Group informing You and Others of its products and services by any means. **You** understand and have explained to Others that **You** or Others may inform Atlas in writing if **You** or Others do not wish to receive such information;
- e. the recording of telephone calls for training, security and quality control purposes.

You also confirm that **You** understand (and have explained to Others) that **You** have the right to submit a written and signed request for access to or rectification of data held by the Group and that **You** and Others are aware that the full details of Atlas' Data Protection Policy, updated from time to time, may be found on http://www.atlas.com.mt/Legal/Data_Protection.aspx



Head Office 47-50 Ta' Xbiex Seafront 23 43 53 63 insure@atlas.com.mt

Ta' Xbiex Abate Rigord Street 21 322 600

Paola Regional Office 87-89 Valletta Road 21 668 669 paola@atlas.com.mt

Birkirkara 1 Psaila Street 21 49 20 00 bkara@atlas.com.mt

Bormla 55 Gavino Gulia Square 21 800 880 bormla@atlas.com.mt

Luqa Skyparks Business Centre Malta International Airport 21 68 68 68 skyparks@atlas.com.mt

Qormi Pavi Shopping Complex Manwel Dimech Street 21 444 010 qormi@atlas.com.mt

Rabat Vjal il-Haddiem 21 450 555 rabat@atlas.com.mt

San Gwann Naxxar Road c/w Bernardette Street 21 380 020 sangwann@atlas.com.mt

St Paul's Bay 2 Toni Bajada Street 21 578 000 stpaulsbay@atlas.com.mt

Atlas Insurance PCC Limited is a cell company authorised by the Malta Financial Services Authority to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

Intermediary