Atlas PVPanels Policy
## Contents of Your Policy

**Your Policy – The Contract of Insurance**

**About Your Policy**
- General Definitions
- Layout of Each Section – How to read Your policy
- General Conditions
- General Exclusions
- Claims Conditions
- How We settle claims

**Section 1 – PV Panels**

**Section 2 – Liability to the Public**

**Data and Privacy Protection**

**What You can do if You are not satisfied with Atlas Insurance PCC Limited**
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 competed 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.
General Conditions

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 Clause

If We have accepted a claim under the policy and there is a disagreement over the amount to be paid to You, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action 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;
   f. any claim or any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, probation or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.
**Claims Conditions**

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 53 81
- 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.
How We settle claims

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 compiled 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.
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.

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered (specific exclusions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss or damage to the PV System by the following Causes:</td>
<td>See also General Exclusions</td>
</tr>
<tr>
<td>Causes</td>
<td>The amount of the Incident Excess in respect of Clauses 3, 5, 6, 8, 9 and 10.</td>
</tr>
<tr>
<td>1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire</td>
<td>Loss or damage while the Private Residence is Unoccupied in respect of Causes 4, 5, 6 and 7;</td>
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<tr>
<td>2. Smoke</td>
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<td>3. Storm or flood</td>
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<td>4. Riot, civil commotion, strikes, labour and political disturbances.</td>
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<td>5. Malicious persons.</td>
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<td>6. Escape of water from a fixed:</td>
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<tr>
<td>• water installation;</td>
<td>8. Loss of damage caused by:</td>
</tr>
<tr>
<td>• drainage installation;</td>
<td>a. domestic pets;</td>
</tr>
<tr>
<td>• heating installation.</td>
<td>b. cranes owned or operated by You.</td>
</tr>
<tr>
<td>7. Theft or attempted theft.</td>
<td></td>
</tr>
<tr>
<td>8. Collision or impact by:</td>
<td>9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.</td>
</tr>
<tr>
<td>i. vehicles, aircraft or aerial devices or anything dropped from them;</td>
<td></td>
</tr>
<tr>
<td>ii. cranes or anything dropped from them;</td>
<td></td>
</tr>
<tr>
<td>iii. animals.</td>
<td></td>
</tr>
<tr>
<td>10. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.</td>
<td></td>
</tr>
</tbody>
</table>
### 11. Debris removal and building fees

If there has been damage which is covered under this Section, **We** will pay for the cost of clearing debris from the site.

**You** must obtain **Our** consent before any work of this kind commences unless immediate action is required in the interests of safety.

**We** will not pay more than 10% of the **PV System** Sum Insured for any one claim.

### 12. Purchaser's interest clause

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:

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**.

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## 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.

### What is covered

Any amount that **You** become legally liable to pay as compensation (including claimant’s costs and expenses) in respect of accidental

i. death, bodily injury or illness of any person;

ii. damage to material property not belonging to **You** or in **Your** custody or control; occurring during the **Period of Insurance** and arising from the ownership of the **PV System**.

**We** will also pay all costs and expenses agreed by **Us** in writing.

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.

### What is not covered (specific exclusions)

See also General Exclusions

Legal liability to pay compensation or costs arising from:

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.
Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter ‘Atlas’, ‘Us’, ‘Our’, ‘We’) are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about You or relating to You and/or to any other person/s whom You insure with Atlas (hereinafter ‘Others’).

In completing all the forms related to Your policies or claims, You confirm Your understanding and acceptance of the terms in Atlas’s Data Protection and Privacy Statement. You hereby warrant that You have informed Others why We asked for this information and what We will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about You and Others for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). Atlas may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose Your and Others’ information from/to other entities in order to conduct our business including:

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or Your employers (for company schemes) and which You hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping Us prevent or detect crime by sharing Your information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- Our third party suppliers or service providers to whom We outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw Your consent to Atlas processing Your personal information which is processed with Your consent, e.g. direct marketing, at any time. You have the right to access Your personal data and ask Atlas to update or correct the information held or delete such personal data from Our records if it is no longer needed for the purposes indicated above. You may exercise these and other rights held in Atlas’s Data Protection and Privacy Statement, by contacting Our Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta’ Xbiex Seafront, Ta’ Xbiex XBX 1021 Malta or email dpo@atlas.com.mt Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If You and Others consider that the processing of personal data by Atlas is not in compliance with data protection laws and regulations, You and Others may lodge a complaint with Us and/or the Office of the Information and Data Protection Commissioner by following this link https://idpc.org.mt/en/Pages/contact/complaints.aspx

If You wish to view the full Atlas’s Data Protection and Privacy Statement, for a better understanding of how We use this data please visit https://www.atlas.com.mt/legal/data-protection/. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.
What You can do if You are not satisfied with Atlas Insurance PCC Limited

With the best will in the world, concerns about some aspects of our service may arise. Please help us to resolve your concerns as quickly as possible by following this process.

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

Atlas staff have training and authority to settle problems and will do everything they can to help. They 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 final reply to your concern within 15 working days from the date of receipt of your complaint. In the unlikely event that we are unable to conclude within this time period, we will write to you explaining why.

If You are still not satisfied

If you are still not satisfied with our final reply or we have failed to give you a reply within 15 working days without giving you an explanation, you (individuals and micro enterprises) may refer your issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbiter.org.mt).

Issues related to online purchases

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Please visit https://ec.europa.eu/consumers/odr/ to access the Online Dispute Resolution Service. Please quote our email address insure@atlas.com.mt.
Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry on general business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.