

Energy Storage System (ESS) Warranty Insurance by HDFC ERGO is designed to protect the balance sheet of the ESS sellers as well as Investment of the buyers.

The Energy Storage System Warranty Insurance - Corporate Cover insures the ESS of specific Sales Contracts/Projects, which can be chosen by the manufacturer/System Integrator. It covers losses with regards to Performance warranty & Product warranty offered by manufacturer to the buyers. Each year all claims from each Sales Contract/Projects are indemnified subject to deductibles and limit.

In this structure the manufacturer/System Integrator has cost control and flexibility in choosing which ESS Projects are insured or not.

The Energy Storage System Warranty Insurance - Solvency Cover works like the Corporate Cover but allows the Buyers of the ESS to claim to the Insurer in the event of the manufacturer's/System Integrator's insolvency. The buyer is the beneficiary of the policy. Each Sales Contract/Project, and therefore each Buyer, has a clearly assigned limit and deductible, increasing the bankability of the project.

RISK COVERED FOR YOU

The Energy Storage System Warranty Insurance (Corporate Cover) covers:

In the event that, during the Indemnity Period for an ES System in an Insured Project, the Insured is contractually liable to perform under the Extended Warranty, the Insurer will, subject to the terms, conditions, exclusions, limitations, deductions, and extensions contained in the Policy or endorsed thereon, indemnify the Insured for its Loss, but only to the extent such liability under the Extended Warranty is directly caused by Faulty Manufacturing, Material Defect, or Excessive Material Aging (an "Insured Event").

The Energy Storage System Warranty Insurance (Solvency Cover) covers:

In the event that, during the Indemnity Period for an Insured Project, the Insured is contractually liable to perform under the Extended Warranty, the Insurer will, subject to the terms, conditions, exclusions, limitations, deductions, and extensions contained in the Policy or endorsed thereon, indemnify the Beneficiary for its Loss, but only to the extent such liability under the Extended Warranty is directly caused by Faulty Manufacturing, Material Defect, or Excessive Material Aging (an "Insured Event"), and only if the Insured has failed to comply with its contractual obligations under the Extended Warranty directly due to the Insolvency of the Insured.

"Faulty Manufacturing" means any defect, including but not limited to a defect in the assembly or construction of an ES System, 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. Faulty Manufacturing shall not include faulty connection and/or installation of an Insured Product on site performed by the Insured or a third party.

"Material Defect" means any faulty material forming part of an ES System 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 during the necessary underwriting due diligence.

"Excessive Material Aging" means any disproportionate irreversible deterioration in the material properties of the ES System as a result of the passage of time, that causes a reduction in the Insured System Performance.

POLICY DURATION & LIMITS

Policy duration is for 12 months and offered on Indemnity period basis, indemnity period is up to 25 years.

The Policy Limit is the sum of all limits of all Insured projects, but not more than [CCY] [tbd] in the aggregate for the Policy Period. If the Sum of all Limits of the Insured Projects exceeds or is likely to exceed the Policy Limit and the Insured wishes to increase the Policy Limit, such Policy Limit may be increased upon the written approval of the Insurer, and with mutually agreeable Premium payable. If no agreement can be reached, and approval is not provided, the Policy shall be cancelled. The Insurer shall remain liable for those Insured Projects that have attached to the Policy prior to said cancellation and premium shall remain due and payable for all Insured Projects which have attached to this Policy prior to the cancellation.

BENEFITS OFFERED

Corporate Cover: In the event that, during the Indemnity Period for an ES System in an Insured Project, the Insured is contractually liable to perform under the Extended Warranty, the Insurer will indemnify the Insured for its Loss, but only to the extent such liability under the Extended Warranty is directly caused by Faulty Manufacturing, Material Defect, or Excessive Material Aging (an “Insured Event”)

Solvency Cover: In the event that, during the Indemnity Period for an Insured Project, the Insured is contractually liable to perform under the Extended Warranty, the Insurer will indemnify the Beneficiary for its Loss, but only to the extent such liability under the Extended Warranty is directly caused by Faulty Manufacturing, Material Defect, or Excessive Material Aging (an “Insured Event”), and only if the Insured has failed to comply with its contractual obligations under the Extended Warranty directly due to the Insolvency of the Insured.

EXCLUSIONS

In addition to the exclusions set forth in the Extended Warranty, the Insurer shall not be liable to pay any Loss arising out of, relating to, or resulting directly or indirectly from, caused by, contributed to by or payable under:

- A.** Any Loss occurring during the Waiting Period;
- B.** Any payment made by the Insured to the Buyer that is not covered by the Extended Warranty;
- C.** Any commercial dispute between the Insured and the Buyer;
- D.** Any (i) Insured Event of which the Insured had actual knowledge or which 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;
- E.** Any fraud or wilful intent to deceive the Insurer committed by the Insured or any gross negligence on the part of any of the Insured;
- F.** Any type of assets (including but not limited to external cabling, mounting or base systems, etc.) except the ES System itself;
- G.** Use of the ES System outside of the Normal Application as verified by the Independent Expert;
- H.** Any kind of unforeseen, accidental, or sudden physical loss or damage (including but not limited to thermal runaway, fire, explosion, aircraft impact and any type of natural catastrophe);
- I.** Any repair or replacement of components that are not defective, in particular any pre-emptive repair or replacement of non-defective components to eliminate a potential loss that might fall under a serial loss with a joint root cause;
- J.** Any Cyber Loss.

For the purposes of this exclusion:

- “Computer System” means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up

facility, owned or operated by the Insured or any other party.

- “Cyber Act” means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- “Cyber Incident” means
 - a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- “Cyber Loss” means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident

LMA5520 (11 December 2020);

- K.** Any failure or interruption caused by whatsoever reason to a third party infrastructure or service provider, including but not limited to telecommunications, internet service, satellite, cable, electricity;
- L.** 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;
- M.** The 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;
- N.** 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;
- O.** Any ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- P.** Any radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- Q.** Any weapon or device employing atomic or nuclear fission and/or fusion or any other similar reaction or radioactive force or matter;
- R.** Any fault, defect, error or omission in design, plan or specifications of the ES System. If the modules are produced in accordance to the Technical Specification, any defects shall not be considered as design defect.
- S.** 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.
- T.** Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

LMA5399 (7 May 2020)

U. any liability arising out of claims under any maintenance contracts from the Buyer or any third party.

CANCELLATION/ TERMINATION

Cancellation by Insured:

No Refund shall be applicable on cancellation of this policy.

Cancellation by Insurer:

The Insurer has the right to cancel this Policy with twenty (20) business days prior written notice in case the True-Up Premium is not paid by the Insured although the Insured is not insolvent. The Insurer can also cancel the policy on the grounds of established fraud, by giving prior notice.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **ENERGY STORAGE SYSTEM WARRANTY INSURANCE** document. You must read the policy document to know the insurance cover fully.

CLAIMS:

(Person (s) to be notified) For notice of a claim or circumstances which could give rise to a claim

Manager

- (a) Claims Department
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
Andheri Kurla Road, Andheri East
Mumbai-400059
India

Such notice shall be effective on the date of receipt by the Company at such address

- (b) For all other notices:
Underwriting Manager
HDFC ERGO General Insurance Company Limited
6th Floor Leela Business Park
Andheri Kurla Road, Andheri East
Mumbai-400059
India

KYC documents should be submitted where settlement amount is over 1 lac

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

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call us : 18002677444 Write to us – grievance@hdfcergo.com
- Senior Citizens: 022 6158 2026 | Email ID: seniorcitizen@hdfcergo.com.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday. **branch wise list of our customer grievance officers is updated on the website**

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Ltd.
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website “www.hdfcergo.com”. “<https://www.hdfcergo.com/customer-voice/grievances>” for detailed grievance redressal procedure.

Ombudsman details:

Please refer to the webpage <https://www.cioins.co.in/Ombudsman> for the most up-to-date list of Ombudsman offices and their respective jurisdictions, as the list provided below is subject to frequent changes. Additionally, you may lodge an online complaint through the Council for Insurance Ombudsmen (CIO) website at www.cioins.co.in

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059

Website – www.hdfcergo.com

Contact number – 022- 6158 2020

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- PROHIBITION OF REBATES

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

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.