



Micro Photovoltaic Insurance Policy

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Micro Photovoltaic Insurance

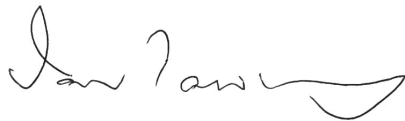
Please read this Policy carefully to ensure that it meets your requirements

This Policy the specifications the schedules (including any schedules issued in substitution) and any memoranda shall be read together as one document

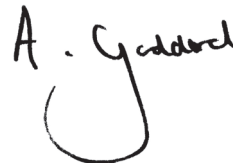
The Cornish Mutual Assurance Company Limited (the Company) will (subject to the terms definitions exclusions and conditions) indemnify the insured against loss or damage as described in the operative specifications occurring during the period of insurance stated in the schedule and any subsequent period for which the insured shall pay and the Company shall agree to accept the premium

The Company will pay to the insured the amount of loss or at its option repair reinstate or replace the insured property provided that the liability of the Company shall not exceed in respect of any one accident or series of accidents arising out of one occurrence the sums insured stated herein

Signed on our behalf.



Chairman



Managing Director

Micro Photovoltaic Insurance Policy

Section A (i) Material Damage - Scope of Insurance

Insuring clause

This Policy indemnifies the Insured for Material Damage to Insured Property during the Period of Insurance subject to the terms, Conditions and Exclusions contained in the Policy.

Basis of Loss Settlement

The Company shall pay:

where the Insured Property is destroyed, or significantly damaged whereby it cannot be economically repaired, the cost of replacing the Insured Property by similar property equal to, but not better or more extensive than, its condition when new.

or

where the Insured Property is damaged, the repair costs of the damage and or restoration of the damaged portion to a condition substantially the same as, but not better or more extensive than, its condition when new.

If any Insured Property has not been repaired or replaced within 24 months from the date of loss, destruction or damage, the Company shall not be liable for more than the actual cash value (taking account of proper deduction for depreciation) of the Insured Property at the time of such loss, destruction or damage.

Partial Damage

Where indemnifiable damage occurs to only part of the Insured Property, the liability of the Company shall not exceed the amount which the Company would have been liable to pay had the Insured Property been wholly destroyed.

Repair or Reinstatement on another Site

Repair or reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that the liability of the Company is not increased.

Output Replacement

If any item of the Insured Property having a measurable output is lost or destroyed (in whole or in part) and which is capable of replacement with a new item which performs a similar function, then the amount payable by the Company in respect of such Insured Property shall be:

If any lost or destroyed Insured Property is to be replaced by an item which has the same or lesser output then the amount payable thereof is the new installed cost of such replacement item as would give the same output as the lost or destroyed item.

or

If any lost or destroyed Insured Property is to be replaced by an item which has a greater total output and the replacement cost is no greater than the value of the lost or destroyed item, the amount payable shall be the cost of the replacement item and no deduction shall be made due to improved output.

If any lost or destroyed Insured Property is to be replaced by an item which has a greater total output and the replacement cost is greater than the value of the lost or destroyed item, the amount payable is that proportion of the new installed cost of the replacement item as the output of the damaged item bears to the output of the replacement item. The difference between the amount payable and the new installed cost of the replacement shall be borne by the Insured.

Public Authorities Requirements

The Company shall pay the additional costs of complying with public authorities' requirements where such additional costs necessarily are incurred in the reinstatement of the Insured Property following Material Damage to the Insured Property. These additional costs of reinstatement of the Insured Property may be incurred with the consent of the Company in complying with building regulations or local authority or other statutory requirements which are in force at the time of the occurrence of the damage.

The payment of these additional costs is subject to the reinstatement work being completed within twelve months of the occurrence of the damage or within such further time as the Company may allow.

Provided that the Company shall not be liable for requirements relating to undamaged property or undamaged portions of Insured Property other than foundations (unless foundations are specifically excluded from the insurance), any rate tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to.

Cover is subject to a Limit of Liability of £25,000 any one occurrence.

Debris Removal

The Company shall pay the costs of removing debris being the costs incurred with the prior agreement of the Company in dismantling, demolishing and removing debris but excluding any costs or expenses:

- incurred in removing debris from outside the site of the premises at which the loss has occurred other than from the area immediately adjacent to the site.

- arising from seepage, pollution or contamination of property not covered by this Policy.

Cover is subject to a Limit of Liability of £25,000 and shall not exceed 10 percent of the value of the affected item declared by the Insured at inception of the Period of Insurance.

Professional Fees

The Company shall pay the cost of professional fees being those necessarily incurred in the reinstatement of the Insured Property.

These fees shall include, subject to the prior written agreement of the Company, consulting engineers' fees relating to the investigation of repairs and tests following indemnifiable damage.

The cost of preparing any claim is excluded.

Cover is subject to a Limit of Liability of £25,000 any one occurrence.

Transit

The Company shall pay for physical loss or destruction of or damage to the Insured Property occurring during transit (other than by sea or air), loading, unloading, storage or deviation en route between the Location and another site for the purposes of repair, modification or reinstatement.

Cover is subject to a Limit of Liability of £25,000 any one occurrence.

Expediting Costs

The Company shall pay the reasonable cost of effecting temporary repair and expediting permanent repair including overtime working and the use of express or other means of rapid transport, provided that the approval of the Company to such means of repair has first been obtained.

Cover is subject to a Limit of Liability of £25,000 any one occurrence.

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Loss Avoidance Measures

The Company shall pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss, destruction or damage for which indemnity is provided by this Policy provided that

the loss, destruction or damage would reasonably be expected if such measures were not implemented.

and

the Company is satisfied that the loss, destruction or damage has been avoided or mitigated by means of the exceptional measures.

and

the amount payable will be limited to the cost of loss, destruction or damage which would have otherwise occurred.

and

the terms Conditions and Exclusions of this Policy apply as if loss, destruction or damage had occurred.

Cover is subject to a Limit of Liability of 25,000 any one occurrence.

Newly Acquired Property

Cover is provided for property newly acquired by the Insured as soon as the Insured shall have an insurable interest therein subject to a Limit of Liability of £25,000.

The Insured shall advise the Company within sixty days of acquiring additional property which exceeds the Sub Limit of Liability specified in the Schedule and a pro rata additional premium shall be paid for the remainder of the Period of Insurance.

Section A(ii) Material Damage - Definitions

Material Damage

Physical loss or destruction of or damage to Insured Property from a peril or event not excluded herein.

Insured Property

Photovoltaic Unit

Any photovoltaic unit including any mechanical and electrical equipment used solely in the operation of such photovoltaic unit including inverter, transformer, meter, switchgear, cabling, telecommunication devices, controlling computer, mounting structures, solar tracker and any foundations for such photovoltaic unit.

and

Other Property

Substation and distribution transformers, wiring, anemometers, buildings and converter housings including fixtures and fittings and glass therein and thereon, extensions, annexes, outbuildings, walls, gates, fences and security apparatus/ devices.

Deductible

The amount of a claim not payable by the Company and which shall be deducted after calculation of the amount payable under a claim.

Current New Replacement Value

The cost of replacing the total of the Insured Property by new property of the same kind, size, quality and capacity including the purchase costs of the Insured Property and all associated expenses including erection and transport costs and all taxes.

Total Insured Value

The value of the Insured Property declared by the Insured at the commencement of the Period of Insurance.

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Section A(iii) Material Damage - Exclusions

The Company shall not indemnify the Insured against

Normal Upkeep

The cost of normal upkeep, maintenance or routine making good of the Insured Property.

Cessation of Operation

Loss, destruction of or damage where the Business of the Insured ceases for a continuous period of 30 days or more unless expressly agreed by the Company in writing. This Exclusion shall not apply to the first 30 consecutive days of such period.

Sea or Air Transit

Loss, destruction or damage occurring whilst the Insured Property is in transit by sea or air or whilst offshore.

Improvements

Any costs incurred with or in consequence of improvements or overhauls following indemnifiable damage unless provided for elsewhere under this Policy.

Defects

All costs rendered necessary by defects of material, workmanship, design, plan or specification. Should damage occur to any portion of the Insured Property containing any of the said defects, the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured Property had been put in hand immediately prior to the said damage.

For the purpose of this Policy and not merely this exclusion, it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material, workmanship, design, plan or specification.

Guarantee / Warranty / Maintenance

The cost of repairing, rectifying or replacing any loss recoverable under any manufacturer's or supplier's guarantee or warranty or any maintenance contract or maintenance provision.

Deterioration

Degradation, corrosion, rust, oxidation, erosion, crustation, wear and tear, wasting, wearing away or wearing out, abrasion or other deterioration including that caused by atmospheric conditions, gradually developing defects including cracking, scratching or chipping of painted or antireflective coated or polished surfaces.

However, resultant loss, destruction of or damage to Insured Property caused by or arising out of such Deterioration is not excluded under this Policy.

Shrinkage

Natural settling, shrinkage, bulging, expansions in foundations walls, floors or ceilings.

However, resultant loss, destruction of or damage to Insured Property caused by or arising out of such Shrinkage is not excluded under this Policy.

Experiments and Overload

Loss, destruction of or damage caused by or arising out of intentional overloading, testing, experiments or similar tests involving the imposition of any abnormal conditions.

Intentional Acts

Loss, destruction or damage caused by or arising out of any intentional act or wilful omission of the Insured (other than an act or omission the purpose of which is an exceptional measure to prevent injury, loss, destruction or damage) which, having regard to the nature and circumstances of the act or omission could reasonably be expected to cause, contribute to or exacerbate any loss, destruction or damage.

Dishonesty

Loss, destruction or damage caused by theft, infidelity, dishonesty, embezzlement, fraud or fraudulent misappropriation of the Insured's Property by any of the Insured's employees.

Unexplained Losses

Unaccountable losses or losses discovered on the occasion of checks or inventories unless the Insured can produce reasonable proof that such losses are as a result of an identifiable occurrence.

Deductible

The amount specified as the Deductible as detailed in the Schedule.

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Section A(iv) Material Damage – Conditions

Average

The Company shall be liable for no greater proportion of any physical loss, destruction or damage than the Total Insured Value specified in the Schedule bears to the Current New Replacement Value of the Insured Property at the time of any claim.

Series Loss

If the development or discovery of a defect in any Insured Property shall indicate or suggest that a similar defect exists in any other item of Insured Property, the limit of the Company's liability for loss, destruction or damage caused by or resulting from such defect shall be calculated less the Deductible under the Policy according to the following scale

100% of the first loss

75% of the second loss

50% of the third loss

25% of the fourth loss

Further losses will not be indemnified.

On discovery of such defect the Insured shall forthwith investigate and, if necessary, rectify as soon as is reasonably practicable the defect in all such Insured Property at the expense of the Insured.

If the Insured does not investigate and rectify the defect, the Company reserves the right to suspend the insurance for losses caused by or resulting from such defect or circumstance until rectification is satisfactorily completed.

72 Hours Clause

All loss, destruction or damage to Insured Property during any one period of seventy two consecutive hours caused by bush fire, forest fire, subsidence, landslide, water, flood, inundation, windstorm, cyclone, typhoon, hurricane, tornado, tsunami, earthquake, volcanic eruption or other convulsion of nature shall be deemed to be one occurrence and therefore to constitute one occurrence for the purpose of determining the number of Deductibles applicable under this Policy.

For the purpose of this specific clause, an occurrence shall mean any loss, or series of losses arising out of one event.

The Insured may elect the moment from which each 72 hours period shall commence provided that only one such period of 72 hours shall apply in respect of one event.

Abandonment

The Insured shall not be entitled to abandon the Insured Property, or any part thereof, to the Company irrespective of whether the Company has taken possession of the Insured Property or part thereof.

Section B(i) Business Interruption Insurance - Scope of Insurance

Insuring Clause

If the Business of the Insured carried on at the Location of the Insured is totally or partially interrupted in consequence of Material Damage, this Policy indemnifies the Insured against loss of Gross Revenue and Increase in Cost of Working resulting from such interruption subject to the terms, conditions and exclusions specified in this Policy.

Basis of Loss Settlement

The Company will pay for the loss of Gross Revenue,

being the amount by which the Gross Revenue during the Indemnity Period shall, in consequence of Material Damage, fall short of the Standard Gross Revenue.

and

the Increase in Cost of Working

but not exceeding the amount of the reduction in Gross Revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of working expenses and standing charges of the Business as may cease or be reduced in consequence of Material Damage.

Provided that if the Limit of Liability stated in the Schedule is less than the Annual Gross Revenue, or a proportionately increased multiple thereof where the Maximum Indemnity Period stated in the Schedule exceeds twelve months, the amount payable shall be proportionately reduced.

Material Damage Proviso

Cover under this Section B, Business Interruption, section shall be conditional upon insurance being in force under Section A, Material Damage, of this Policy and liability for a Material Damage loss being admitted by the Company.

If no payment shall have been made or liability admitted solely due to the operation of any Deductible applicable to the Material Damage section of the Policy, or by virtue of the application of the Exclusion of Guarantee or Warranty claims or Maintenance Contracts under the Material Damage section of the Policy, then this proviso shall not apply.

Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax or similar tax, all terms in this Section B, Business Interruption, shall be exclusive of such tax.

Professional Accountants' Charges

The Company shall pay the reasonable costs of professional accountants incurred by the Insured to produce information required by the Company to establish the amount of the loss payable under this Section B, Business Interruption

Provided that the amount payable under this clause shall in no case exceed £25,000 any one occurrence.

Limit of Liability

The liability of the Company shall not exceed 125 per cent of the Estimated Gross Revenue stated in the Schedule.

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Section B(ii) Business Interruption – Definitions

Gross Revenue

The money paid or payable to the Insured for electricity generated in the course of the Business at the Location of the Insured.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which, but for the additional expenditure, would have taken place during the Indemnity Period in consequence of Material Damage.

Indemnity Period

The period commencing with the occurrence of Material Damage and ending not later than the Maximum Indemnity Period specified in the Schedule during which the results of the Business shall be affected in consequence of Material Damage.

Time Deductible

The period stated in the Schedule commencing with the occurrence of Material Damage during which no indemnity is payable.

Annual Gross Revenue

The Gross Revenue during the twelve months immediately before the date of Material Damage.

Standard Gross Revenue

The Gross Revenue during that period corresponding with the Indemnity Period in the twelve months immediately before the date of Material Damage, appropriately adjusted where the Indemnity Period exceeds twelve months. For the purpose of any claim arising from Material Damage occurring before the completion of the first year's trading of the Business of the Insured, the term Standard Gross Revenue shall mean the Gross Revenue realised during the period between the date of the commencement of the Business of the Insured and the date of Material Damage.

Adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after Material Damage, or which would have affected the Business had Material Damage not occurred.

The figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for Material Damage, would have been obtained during the relative period after Material Damage.

Estimated Gross Revenue

The amount declared by the Insured to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Section B(iii) Business Interruption – Exclusions

The Company will not indemnify the Insured against

Business Interruption

Loss of Gross Revenue for any time during which the Business would not or could not continue if the Event had not occurred.

Consequential Loss

Consequential loss of any kind not specifically covered by this Policy including, but not limited to,

- (i) suspension, cancellation or lapse of any lease, contract, licence or order, loss of contract
- (ii) penalties of any kind including penalties for late or non completion of orders, fines, liquidated damages or aggravated, punitive or exemplary damages, breach of contract,
- (iii) lack of or guarantees of performance, efficiency or delay.

Any costs or expenses incurred to eliminate or reduce any such consequential loss are not indemnifiable under this Policy.

Due Diligence

Loss of Gross Revenue arising out of failure of the Insured to use due diligence and dispatch and all reasonable means in order to resume Business following Material Damage.

Deliberate Act of the Electricity Supplier

Loss of Gross Revenue arising out of the deliberate act or omission of the electricity supplier or authority or grid operator.

Time Deductible

The number of days specified as the Time Deductible as detailed in the Schedule.

Micro Photovoltaic Insurance Policy

Section B(iv) Business Interruption – Conditions

Upwards Adjustment Clause

In the event of a loss indemnifiable under this Policy, the liability of the Company in any Period of Insurance shall not exceed 125 (one hundred and twenty five) per cent of the Estimated Gross Revenue specified in the Schedule.

Declaration of Estimated Gross Revenue

As part of the renewal negotiations, the Insured shall declare to the Company the Estimated Gross Revenue.

Gross Revenue Premium Adjustment

The premium and renewal premium in respect of reduction in Gross Revenue are provisional and are based on the Estimated Gross Revenue.

The Insured shall provide to the Company not later than three months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance.

If Material Damage shall have happened giving rise to a claim for loss of Gross Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of Material Damage.

If the declaration adjusted as provided for above (and proportionately increased where the Maximum Indemnity Period exceeds twelve months)

is less than the Estimated Gross Revenue for the relative Period of Insurance, the Company will allow a pro rata return of the premium paid on the Estimated Gross Revenue.

is greater than the Estimated Gross Revenue for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Revenue.

Section C - General Exclusions Applicable to Material Damage and Business Interruption

The Company shall not indemnify the Insured against

War

Loss, destruction, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or loss, destruction of or damage to property by or under the order of any government or public or local authority.

Terrorism

Loss, destruction, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of 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 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.

This exclusion also excludes 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.

If the Company alleges that by reason of this exclusion, any loss, destruction, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Nuclear Risks

Loss, destruction of, or damage to any Insured Property whatsoever, or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Seepage, Pollution and Contamination

Loss, destruction, damage cost, expense or loss of use of Insured Property directly or indirectly caused by seepage, pollution or contamination.

The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances. Fines, penalties, punitive or exemplary damages.

Micro Organism

Any loss, damage, claim cost, expense or other sum directly or indirectly arising out of or relating to mould, toxic mould, mildew, fungus, spores or other micro organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is

any physical loss or damage to Insured Property.

any insured peril or cause whether or not contributing concurrently or in any sequence.

any loss of use occupancy or functionality.

any action required including, but not limited to, repair, replacement, removal cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

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Electronic Data

Loss, destruction, damage, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever including, but not limited to, Computer Virus or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or alteration of Electronic Data.

Notwithstanding the above, this Policy, subject to its terms, Conditions and Exclusions, shall not exclude loss, destruction or damage caused by fire, lightning, explosion or collapse arising out of such loss, destruction, damage, distortion, erasure, corruption or alteration of Electronic Data.

Definitions:

For the purpose of this exclusion, Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'.

Should Electronic Data or processing media insured by this Policy suffer physical loss, destruction or damage insured by this Policy, the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up, or from originals of a previous generation.

These costs shall not include research and engineering or any costs of recreating, gathering or assembling such Electronic Data.

If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media.

This Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party even if such Electronic Data cannot be recreated gathered or assembled.

Section D – General Conditions Applicable To Material Damage and Business Interruption

Non Invalidation

This Policy shall not be invalidated by any act or omission or by any alteration which increases the risk of indemnifiable damage unknown to or beyond the control of the Insured.

Provided that the Insured gives notice thereof to the Company as soon as practicable and pays an additional premium if required by the Company.

Deductible

In the event that more than one Deductible or Time Deductible applies to a Material Damage claim or Business Interruption loss, the largest Deductible or Time Deductible shall apply.

The Deductible or Time Deductible shall apply separately in respect of each claim even if coverage under Section A, Material Damage, and Section B, Business Interruption, are involved in a single occurrence.

Limit of Liability and Sub Limits of Liability

The liability of the Company in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount or amounts specified in the Schedule or elsewhere in this Policy as the Limit of Liability or Sub Limit of Liability. The inclusion of more than one Insured in the Policy shall not increase the liability of the Company.

Combined Limit of Liability

The maximum liability including all Sub Limits of Liability of the Company in respect of any one occurrence arising out of a Material Damage loss and associated Business Interruption loss shall not exceed the Combined Limit of Liability specified in the Schedule.

Reasonable Precautions

The Insured shall

- (a) comply with any statute or order
- (b) ensure that Insured Property is maintained and used in accordance with manufacturers recommendations
- (c) record all maintenance procedures and maintenance carried out and make this available to the Company on request
- (d) take all reasonable precautions to prevent loss or damage

Right to Inspection

Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk and or any accident which has given rise to or may give rise to a claim under the Policy.

Transfer of Interest

If, at the time of an indemnifiable claim, the Insured has contracted to sell their interest in any Insured Property and the purchase has not been, but is thereafter, completed by the purchaser, on completion of the purchase (if and so far as the Insured Property is not otherwise insured against such loss by them or on their behalf) the purchaser shall be entitled to benefit under this Policy without prejudice until completion of the purchase to the rights and liabilities of the Insured.

Salvage and Recoveries

When in connection with any indemnifiable loss under the Policy any salvage or recovery is received subsequent to the payment of such loss, the loss shall be recalculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined.

Any amount thus found to be due either party from the other shall be paid promptly.

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Suspension of Cover

Upon the discovery of a dangerous condition which may affect the Insured Property, either in whole or part thereof, the Company reserves the right to immediately suspend the Policy in respect of the Insured Property, or part thereof, by giving written notice to the Insured at the mailing address specified in the Schedule.

The Policy so suspended may be reinstated by the Company but only by an Endorsement issued to form part of this Policy.

The Insured shall be allowed a return premium in respect of the suspension of cover on the Insured Property or part thereof calculated on a pro rata basis for the period of suspension.

Other Insurances

This Policy does not cover any loss, destruction or damage which at the time of such loss destruction or damage is insured by, or would but for the existence of this Policy be insured by, any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

Accounts

The Company shall not be liable to make any payment under this Policy unless the Insured has paid the premium.

Subrogation

In the event of a payment under this Policy, the Company shall be subrogated to the Insured's rights of recovery against any person or organisation.

The Insured shall do nothing before or after any payment to prejudice such rights and shall take, and permit to be taken, all steps necessary for enforcing rights against any other party in the name of the Insured.

At the request of the Company the Insured shall provide such information and co-operation as the Company may require.

Interim Payments

Where liability under this Policy is admitted the Insured shall be entitled to receive payment or payments as agreed between the Insured and the Company in advance of final settlement.

Automatic Reinstatement

The amounts specified in this Policy as Limits of the Liability or Sub Limits of Liability of the Company will be automatically reinstated from the date of occurrence of any claim provided that the Insured agrees to pay a pro rata additional premium for such reinstatement.

Failure to fairly present the risk

It is the Insured's duty to make a fair presentation of the Insured business to the Company. If the Insured fail to do this and the failure is deliberate or reckless the Company may

- refuse all claims
- cancel the policy from the beginning and retain all premiums paid.

If the failure is non-deliberate or non-reckless the Company may

- cancel the policy from the beginning but the Company will refund the premium
- apply different terms which may proportionately affect any claim payment.

Fraudulent Claims

If the Insured make any claim which is fraudulent or false no payment shall be made. The Company may, by giving notice to the Insured, cancel the policy with effect from the date of the fraudulent act.

Cancellation

This Policy may be cancelled in accordance with the provisions below:

- (i) By the Insured in the cooling-off period

The Insured has 14 days from receiving the policy to write to the Company confirming that they do not wish to continue

No charge will be made and any premium the Insured has already paid will be refunded, provided that no claim has been made.

(ii) By the Insured after the cooling-off period

If the Insured does not cancel the policy within the 14-day cooling-off period mentioned above the policy is in force and the Insured is committed to pay the premium

However the policy can still be cancelled by providing notice in writing

The Insured is entitled to a return premium calculated on a pro rata basis providing this exceeds £6

If the Policy is cancelled after a claim the premium for the original insurance period remains with the Company.

(iii) By the Company by giving not less than seven days' notice in writing sent by recorded delivery to the address specified in the schedule

The Company shall allow a return of premium which covers the cancelled period

If the Policy is cancelled after a claim the premium for the original insurance period remains with the Company.

If insurable interest ends prior to renewal date a pro rata return of premium shall be allowed by the Company.

The liability of the Company ends with the declared expiry date shown in the Schedule.

Claims Notification and Requirements

Should you need to make a claim under your Policy you should contact Member Services at:

Cornish Mutual

CMA House

Newham Road

Newham

Truro

TR1 2SU

Tel: 01872 277151

Fax: 01872 263032

email: claims@cornishmutual.co.uk

Please mark all correspondence for the attention of Member Services.

Please ensure you are able to provide details of the Insured and the policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

The Insured shall also take all reasonable action to prevent or minimise the loss, destruction or damage and prevent further loss, destruction or damage as well as retaining any damaged Insured Property or parts thereof.

The Company shall not be liable for any further loss, destruction or damage resulting from the continued use of the Insured Property until repaired to the satisfaction of the Company.

The Company shall not be liable to make any payment under this policy unless the Insured has produced to the reasonable satisfaction of the Company, accounts, invoices, receipts and other documentation stating that repairs have been carried out or reinstatement or replacement has taken place as the case may be.

Following indemnifiable damage to any part of the Insured Property, the Insured shall pay any costs which are necessary to preserve without limitation, reduction or prejudice all benefit under any manufacturers' or suppliers' guarantee or warranty or any maintenance contract or provision.

It is a prerequisite of liability of the Company that the Insured shall comply with all requirements of this Section.

Micro Photovoltaic Insurance Policy

Headings and Interpretation

Headings have been included for ease of reference and it is understood and agreed that the terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Law and Jurisdiction

This Policy shall be governed by English law and the English Courts alone shall have jurisdiction in any dispute between the Insured and the Company.

Our Service to you

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

Making a complaint to Cornish Mutual Assurance Company Ltd

Your feedback is valuable to us and can help to improve our service. If you have a complaint, please let us know by contacting our Managing Director using the details below.

The Cornish Mutual Assurance Company Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

E-mail: askus@cornishmutual.co.uk

Responding to your complaint

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

Resolving your complaint

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give, you can contact the Financial Ombudsman Service to let them know.

The Financial Ombudsman Service

They can be contacted on:

Exchange Tower, London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service.

Micro Photovoltaic Insurance Policy



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

email: askus@cornishmutual.co.uk
www.cornishmutual.co.uk

