Atlas PVPanels 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 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. Detention or Confiscation

We will not pay for any loss, damage or liability occasioned by or happening through confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

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, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power, martial law;
- 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 tor 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.

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	
 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:water installation;drainage installation;heating installation.	
7. Theft or attempted theft.	
8. Collision or impact by: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: 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:	

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:

- Your rights and liabilities and those of the Company not being affected;
- 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.

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 complaints@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, N/S in Regional Road, Msida MSD1920, 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.



Our Offices

Head Office

48-50 Ta' Xbiex Seafront 2343 5363 | insure@atlas.com.mt

Paola

87-89 Vjal Kristu Re 2343 5810 | paola@atlas.com.mt

Birkirkara

1 Mannarino Street 2343 5804 | bkara@atlas.com.mt

Bormla

55 Gavino Gulia Square 2343 5807 | bormla@atlas.com.mt

Luqa

Skyparks Business Centre MIA 2343 5808 | skyparks@atlas.com.mt

Mosta

Constitution Street 2343 5802 | mosta@atlas.com.mt

Naxxar

13 St George's Street 2343 5800 | naxxar@atlas.com.mt

Rabat

267 Vjal il-Haddiem 2343 5806 | rabat@atlas.com.mt

San Ġwann

Naxxar Road c/w Bernardette Street 2343 5803 | sangwann@atlas.com.mt

St Paul's Bay

2 Toni Bajada Street 2343 5801 | stpaulsbay@atlas.com.mt

Żebbuġ

148 Vjal il-Helsien 2343 5805 | zebbug@atlas.com.mt

Atlas HomeHelp (Emergency 24/7 Assistance): 2122 2333

Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry on general insurance 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 cell in excess of their assets.

Intermediary

