



# Alexis Assurances

"An optimist sees opportunity in every difficulty."

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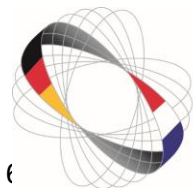


## The challenges of building-integrated PV: the insurer's perspective

1-2 December 2021



## Online conference on photovoltaics in the city of tomorrow



Office franco-allemand pour la transition énergétique  
**Deutsch-französisches Büro für die Energiewende**

## The challenges of building-integrated PV: an insurer's perspective

In France, if the PV "integrated" into the building is not a regulatory difficulty, it is **the singularity of the Ten-year Civil Liability Insurance** (*l'Assurance Responsabilité Civile Décennale*, RCD - governed by Articles 1792 and following of the Civil Code) and **its insurance obligation (Art L241-1 of the Insurance Code)** that constitute a brake.

### Distinction by the nature of the work.

To determine if a PV work is subject or not to the obligation of RCD insurance, it will be necessary to distinguish :

=> the PV integrated into the building as a **closed and covered element, i.e. a Work Submitted (*Ouvrage soumis*, OS) by nature to the obligation of RCD insurance;**

=> the PV integrated as an **element added to the building (~ superimposed) without function of closed, covered or solidity, i.e. a Work Not Submitted (*Ouvrage non soumis*, ONS) to the obligation of RCD insurance;**

## The challenges of building-integrated PV: an insurer's perspective

**A- For PV works subject to the RCD insurance obligation**, the RCD insurer will want to verify, in exchange for its 10-year commitment:

- 1) **The capacity of the system** (fixing system, panels...) to **maintain a solidity** (tearing off, collapse, IEC standards in particular, ...) as well as **the purpose of closed and/or covered of the building** (in particular glazed roofs, glazed facades...) for which it was designed and installed, for 10 years from the date of acceptance; for these investigations the insurer will refer to the definition of **Current Techniques**;
  - ☞ Be careful with the notion of current techniques: in PV, this essentially includes valid Technical Notices (AT currently valid) and only very rarely includes Investigations of New Techniques (ETN) carried out by the Technical Inspectors;
  - ☞ in the event of non-compliance with the contractual provisions on Current Techniques, the Insurer may refuse his guarantee at the time of a claim:
  - ☞ the Technical Notices process does not follow the reality/reactivity of the PV sector, and therefore does not stick to the market as Investigations of New Techniques can.

## The challenges of building-integrated PV: an insurer's perspective

2) The capacity of the designers and builders to carry out this type of work, in terms of **competence** and especially experience;

- ☞ **Experience** (minimum 4 to 5 years in the speciality) is the qualitative keystone of the activities of design and/or installation of PV power plants on roofs or facades (it is necessary to have met all the types of techniques to apprehend the corresponding difficulties)

**B- For works not subject to the RCD insurance obligation**, a distinction must be made between :

- ☞ The parts of the work subject to the ten-year obligation, (essentially the fixing systems since ...fixed to the building) from the parts of the work not subject to the ten-year obligation, essentially the panels which do not make the closed and covered

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For the ONS, **elements added to the building (~ superimposed), the distinction by the use of the elements of process of the power plant** can make vary the concept of work subjected or not to the obligation of RCD insurance,

- Either the exclusive function of the process elements (panels, inverters, cabling, meters...) of the PV power plant, is to **produce an activity sold to the grid** (EDF Obligation d'Achat) and therefore these process elements will be excluded from the RCD guarantee (Art 1792-7 of the CC)... unless specific contractual clauses are provided for!
- Either the function of the power plant is to produce electricity for **individual or collective self-consumption**, and the process elements will be guaranteed for the performance for which they were sold... (did you say "performance guarantee"?)

To paraphrase Alan GREENSPAN: if you understood me, I misspoke!

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*We consider that our business and our commitment to renewable energy is to :*

*=> secure and optimize the transfer of risks from creators, developers, builders, investors & financiers to insurers,*

*=> promote and facilitate the financing, and therefore the development, of Renewable Energies*



*A multidisciplinary team at your service to optimize your insurance budgets*

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