

## WINDFARM SITE TITLE RISKS INSURANCE

This booklet provides a summary of the significant features, benefits and limitations of Legal & Contingency's *Windfarm Site Title Risks Indemnity Policy*

The full terms, conditions and exclusions are shown in the policy document.

This policy is designed for developers and operators of windfarm sites in England & Wales.

This non-investment insurance contract benefits the named insured, their successors in title, lenders and statutory undertakers.

The policy provides cover for as long as the risk site continues to be used as a windfarm.



## Insured risks

Our Windfarm Site Title Risks Policy insures against losses resulting from the enforcement of specified title defects and encumbrances which may impact an existing or proposed Windfarm Site.

Insurable defects include restrictive covenants, third-party rights, inadequate rights of access and other defects, which are identified by legal due diligence.

In addition legal due diligence may identify the potential for unknown rights or interests for which cover is required.

The risks for which cover is provided will be set out in the definition of insured risk(s) in your policy schedule.

*The policy includes a definition of renewables infrastructure which is appropriate to most schemes and includes wind turbines and any wires cables conduits pipes transformers substations equipment and any ancillary infrastructure which maintains a grid connection.*





## Losses covered

Our standard policy covers the following losses caused by insured risk(s):

- Damages or compensation awarded by a court and the costs of settling a third party's claim out of court
- Liability for rent and other outgoings for a period during which an insured risk prevents the insured from operating the site or part of it as a windfarm
- Cost of altering removing and reinstating windfarm infrastructure and losses incurred by a statutory undertaker
- Capital investment in infrastructure which becomes abortive or a loss in market value
- Defence costs

Where selected, the policy can include business interruption cover for loss of gross profits derived from the supply of electricity.



## Important conditions

Key policy obligations on the insured include:

- Not to disclose the existence of the policy to third parties beyond those specified in the policy
- Not to discuss the insured risk with any party who may be entitled to take action against you or cause a loss
- Not to admit liability or to compromise our handling of a claim
- Not to incur defence costs without our prior agreement
- Not to prejudice our ability to recover any loss
- To provide all assistance we require to resolve a claim and to take any steps necessary to minimise loss



## General exclusions

The policy excludes loss arising from:

- Rights of light
- Rights which are already being exercised

Additional exclusions may apply depending upon the nature of the risk.

The policy includes general exclusions relating to:

- Cyber Risks
- Communicable Diseases
- Radioactive Contamination
- War and Terrorism

The full terms of these exclusions are set out in the policy.



## Presentation of risk

When making a presentation of risk to us or seeking an endorsement to an existing policy you must make a fair presentation of the risk in accordance with the Insurance Act 2015.

A failure to make a fair presentation for risk may result in avoidance of the policy or an alteration in the terms of cover.

## How to make a claim

In the event of a claim or incident which may give rise to a claim, full written details should be provided as soon as possible to:

The Claims Manager,

Legal & Contingency Limited, 60 Fenchurch Street London EC3M 4AD or DX: 843 London/City;

Email: [claims@legal-contingency.co.uk](mailto:claims@legal-contingency.co.uk)

Our claims team will be in touch to progress.



## Customer Commitment and Complaints

We aim to provide all our customers with a first-class standard of service. However, there may be occasions when you feel this objective has not been achieved.

If you have a complaint about the way in which the policy was sold to you or whether it meets your requirements or about a claim you should contact us via the Contact details opposite.

If we are unable to resolve your complaint satisfactorily within 14 calendar days of receipt, you are entitled to refer the matter to the Complaints team at Lloyd's whose contact details are set out in the policy.

## Cancellation rights

A 14-day period of cancellation applies to this policy.

## Insurer

Cover is underwritten by Legal & Contingency Ltd on behalf of the insurer SCOR Syndicate 2015 at Lloyd's of London.

## Contact details

Legal & Contingency Limited  
60 Fenchurch Street  
London EC3M 4AD

DX: 843 London/City

Tel: 020 7397 4343

Policy administration complaints email address:  
[enquiries@legal-contingency.co.uk](mailto:enquiries@legal-contingency.co.uk)

Claims complaints email address:  
[claims@legal-contingency.co.uk](mailto:claims@legal-contingency.co.uk)

Please quote the Policy Number and the Property address.







## ABOUT LEGAL & CONTINGENCY

Our specialist legal indemnity underwriting team has over 150 years of collective experience in providing insurance solutions for title and contingency risks affecting all sectors of the UK property market.

As Coverholders at Lloyd's of London, we are underwriters exercising the authority to underwrite and issue policies on behalf of the insurer – so when you talk to our underwriters you are dealing with decision makers.



## Renewables Enquiries

Legal & Contingency Limited

60 Fenchurch Street  
London EC3M 4AD

DX: 843 London/City  
Tel: 020 7397 4343

Email: [renewables@legal-contingency.co.uk](mailto:renewables@legal-contingency.co.uk)