

# Micro Wind Operational Insurance Policy

Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Wording.

The Micro Wind Operational policy is underwritten by U K Insurance Limited and will run for 12 months or as shown on the schedule. Cover for acts of Terrorism is available as an option upon request.

Full details of any Endorsements, Excesses or Deductibles which may apply will be shown in the Policy Schedule and Policy Document.

## Section 1: Material Damage and Machinery Breakdown

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Material damage and machinery breakdown to wind turbine generator units and any mechanical and electrical equipment used solely in the operation of wind turbine generator units, including tower, foundations, substation and distribution transformers, wiring, anemometers, buildings and generator housings	<ul style="list-style-type: none"> <li>Public authority requirements being the additional costs of repair, reinstatement or replacement (£25,000)</li> <li>Debris removal costs (£25,000)</li> <li>Professional / consulting engineers fees necessarily incurred in the investigation into repairs (£25,000)</li> <li>Cover whilst in transit (other than by sea or air) including loading, unloading, storage or deviation en route between the location noted in the policy schedule and any other site for the purposes of repair, modification, reinstatement or replacement (£25,000)</li> <li>Expediting costs for temporary repairs or expediting permanent repair (10% of loss or £25,000)</li> <li>Costs incurred in taking exceptional measures to prevent or mitigate impending loss, destruction or damage (£25,000)</li> </ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Settlement will be on a "new for old" basis</li> <li>In respect of wind turbine generator units only, if at the time of loss, destruction or damage, the unit is                             <ul style="list-style-type: none"> <li>in series production, the maximum amount payable shall not exceed 130% of the unit's insured value (or part thereof); or</li> <li>not in series production, the maximum amount payable shall not exceed 100% of the unit's insured value (or part thereof).</li> </ul>                             Following discovery of any loss, destruction or damage, to any blade in a unit, the Company will not be liable for modifying, restoring, repairing, reinstating or replacing, any undamaged blades.                         </li> <li>Repair, reinstatement or replacement can be carried out on another site to suit the requirements of the insured.</li> <li>72 hours clause – a single excess will apply to loss, destruction or damage occurring during a 72 hour period as a result of a bush fire, forest fire, earthquake or other acts of nature</li> </ul>	<ul style="list-style-type: none"> <li>Normal upkeep and maintenance of insured property</li> <li>Cessation of operation – loss, destruction or damage, where the business ceases for a continuous period of 30 days or more</li> <li>Loss, destruction or damage, during sea or air transit or whilst offshore</li> <li>Cost of improvements or overhauls following insured damage</li> <li>Loss, destruction or damage, caused by lightning or over voltage unless insured property is fitted with zone protection in accordance with IEC 61024 and DIN VDE 0185 or as agreed by the Company</li> <li>Costs associated with defects of materials or workmanship, design, plan or specification</li> <li>Loss, destruction or damage, caused by or resulting from a defect where a similar defect exists in any other item of insured property</li> <li>The cost of repairing, reinstating or replacing property recoverable under any guaranty, warranty or maintenance contract</li> <li>Wear and tear and gradually developing defects, although resultant loss is not excluded</li> </ul>



## Section 1: Material Damage and Machinery Breakdown *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
		<p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Manufacturers' / Suppliers' Guarantees or Warranties / Maintenance Contracts – there must be a maintenance contract in place in respect of the wind turbine generator units and distribution transformers that must be agreed to by the Company and the terms of the agreement must not be altered nor the agreement cancelled without agreement from the Company</li> </ul>	<ul style="list-style-type: none"> <li>Natural settling, shrinkage, bulging, expansions in foundations, walls, floors or ceilings, although resultant loss, destruction or damage is not excluded</li> <li>Loss, destruction or damage, due to an intentional act, overloading, testing, experiments, imposition of abnormal conditions or wilful omission</li> <li>Loss, destruction or damage, caused by theft, infidelity, dishonesty or fraud by the insured's employees</li> <li>Unaccountable losses or losses discovered at times of checks or inventories and which cannot be attributed to an identifiable occurrence</li> <li>The Excess specified in the policy schedule</li> </ul>

## Section 2: Business Interruption (Optional)

Cover	Basis of Cover and Clauses	Exclusions
<ul style="list-style-type: none"> <li>Business interruption in the form of loss of gross revenue following material damage and/or machinery breakdown to insured property and increase in cost of working / additional expenditure necessarily and reasonably incurred in order to minimise the impact on the business of the material damage / machinery breakdown - provided that liability is accepted by the Company in respect of the material damage / machinery breakdown cover under Section 1.</li> <li>The amount payable shall be up to 120% of the estimated gross revenue specified in the policy schedule</li> </ul>	<p><b>Basis of Cover</b></p> <ul style="list-style-type: none"> <li>If the sum representing 120% of the estimated gross revenue is less than the annual gross revenue, or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months, the amount payable shall be proportionately reduced</li> <li>Where the wind turbine generator unit is not in series production with the manufacturer and repair is not economic, the indemnity period shall be 6 months or as specified in the policy, whichever is shorter</li> <li>Professional accountants fees incurred in order to produce information required by the Company in respect of a business interruption claim (£25,000)</li> </ul> <p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Declarations of gross revenue are required prior to renewal each year</li> <li>Wind Speed –the onus of proving that the wind speed was adequate enough for the production of electricity during a period of outage is upon the insured</li> <li>Value Added Tax - to the extent that you are accountable to the tax authorities for Value Added Tax or similar tax, all terms shall be exclusive of such tax</li> </ul>	<ul style="list-style-type: none"> <li>Loss of Gross Revenue for any time during which the Business would not or could not continue if the material damage or machinery breakdown had not occurred</li> <li>Consequential losses not specifically covered by the policy including but not limited to penalties for delays or non completion of orders, fines, liquidated damages, guarantees of performance or loss of contracts</li> <li>Loss of Gross Revenue arising out of your failure to use due diligence and dispatch and all reasonable means in order to resume business following material damage or machinery breakdown</li> <li>Loss of Gross Revenue arising out of the deliberate act or omission of the electricity supplier or authority or Grid operator</li> <li>Loss occurring during the time deductible specified in the policy schedule</li> </ul>

Full details of the following will be shown in the Policy Booklet.

## Claims Conditions

<ul style="list-style-type: none"><li>• Conditions Precedent</li><li>• Accounts</li></ul>	<ul style="list-style-type: none"><li>• Subrogation</li><li>• Fraudulent Claims</li></ul>	<ul style="list-style-type: none"><li>• Claims Notification and Requirements</li></ul>	<ul style="list-style-type: none"><li>• Other Insurances</li><li>• Salvage and Recoveries</li></ul>
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## General Conditions

<ul style="list-style-type: none"><li>• Fair Presentation of the Risk</li><li>• Limit of Liability</li><li>• Excess / Deductible</li><li>• Precautions</li></ul>	<ul style="list-style-type: none"><li>• Right of Access and Inspection</li><li>• Transfer of Interest</li><li>• Change of Risk or Interest</li><li>• Suspension of Cover</li></ul>	<ul style="list-style-type: none"><li>• Automatic Reinstatement</li><li>• Cancellation</li><li>• Headings and Interpretation</li><li>• Non Invalidation</li></ul>	<ul style="list-style-type: none"><li>• Arbitration</li></ul>
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## General Exclusions

<ul style="list-style-type: none"><li>• War</li><li>• Terrorism</li></ul>	<ul style="list-style-type: none"><li>• Nuclear Risks</li><li>• Seepage, Pollution and Contamination</li></ul>	<ul style="list-style-type: none"><li>• Micro Organism</li><li>• Electronic Data</li></ul>
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## Further Information

### Other features

Instalment Payment Method available in most cases

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition - Cancellation.

### Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition - Cancellation.

### How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your Policy Number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).