



Farm Insurance and Energy Infrastructure

The expansion of wind and solar farms across regional Australia presents a growing trend of landholders either hosting or neighbouring energy infrastructure.

The Insurance Council is aware of concerns raised by landholders about the impact these projects may potentially have on their public liability insurance.

ICA members who provide farm insurance continue to offer coverage for liability risk based on an assessment of the individual circumstances of a specific farm landowner.

Current information indicates that insurers generally do not have specific concerns related to a property hosting transmission lines or neighbouring energy infrastructure, nor is this a primary driver of claims denial.

As with any insurance policy, a number of factors are considered by an insurer when offering coverage relating to the individual circumstances of the policyholder. Likewise, any subsequent claim under an insurance policy will be determined on the wording of the particular policy of the policyholder. Landholders with concerns as to how any energy infrastructure may impact their insurance coverage are encouraged to contact their insurance broker or insurer directly.

Early engagement

Landholders are also encouraged to engage with their insurer or insurance broker to understand the implications for their insurance coverage before entering into any commercial agreement with a project operator.

It is important that agreements between landholders and project operators involving energy infrastructure clearly outline the insurance obligations of both parties.

Australian Energy Infrastructure Commissioner: Landholders hosting transmission lines

The Australian Energy Infrastructure Commissioner (Commissioner) has made a number of observations about landholders hosting transmission lines, including both private transmission line easements which connect generation assets to the public energy grid and large-scale transmission projects.¹

In most instances to obtain land access, landholders and project owners will enter into an agreement in relation to hosting transmission lines, with the form and manner of such agreements likely to vary project to project and state to state. As the Commissioner notes with regards to large-scale transmission projects, “it is several decades since any long-distance, large-scale transmission projects have been developed in Australia and not all jurisdictions or proponents have protocols in place.” In

¹ Australian Energy Infrastructure Commissioner, [Host Landowner Matters](#) | aeic



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some cases if no agreement can be reached, land may be compulsorily acquired under state legislation, however easements require negotiation as they cannot be compulsorily acquired.

The nature of agreements between landholders and project owners may have insurance implications for landholders.

Australian Energy Infrastructure Commissioner: Landholders hosting renewable energy generation projects

Whilst arrangements may differ across Australian states and territories, the Commissioner has issued a guideline setting out matters that landholders should consider before entering into commercial agreements to host energy infrastructure such as wind turbines and solar farms.²

The guidance sets out the different agreements that may be entered into by a project operator with the landholder at different stages of an infrastructure project. These agreements set out the rights of both parties including the required insurances to be taken out by the parties.

Lease or easement agreements are entered into once a project is operational and the infrastructure has been constructed. These agreements generally provide that the project operator is responsible for the maintenance and insurance of their infrastructure and accept all liability associated with this. These agreements generally clearly set out the:

1. required insurances to be taken out by the project operator in respect of the landholder;
2. required insurances to be taken out by the landholder in respect of the project;
3. additional insurances that may be required to be taken out by (or for) neighbours to the project, such as increased public risk and liability insurance; and
4. responsibility for the costs and payment of the various insurances.

Agreements entered into with these terms demonstrate that the landholder is not responsible for insuring and maintaining the energy infrastructure, and that any damage to the infrastructure is appropriately covered by the project operator.

Australian Energy Infrastructure Commissioner: Landholders neighbouring to energy infrastructure

The Commissioner has also issued some observations and recommendations about matters that affect neighbours to large scale renewable energy and transmission projects. The Commissioner has highlighted that before a wind or solar farm is built, some project operators have negotiated a 'neighbour agreement' with directly neighbouring landholders. These agreements generally set out the rights of both parties and recognises the possible impacts of the project on the neighbour.

The Commissioner's guideline refers to the contents of a typical 'neighbour agreement' which may include reimbursement for any additional public liability insurance costs incurred by the neighbouring landholder due to the presence of the wind or solar farm.³

² Australian Energy Infrastructure Commissioner Considerations for Landholders before entering into Commercial Agreement https://www.aeic.gov.au/sites/default/files/documents/2023-01/considerations-for-landholders-re-commercial-agreements-aeic--version-1_3-january-2023_0.pdf

³ Australian Energy Infrastructure Commissioner, Neighbour Matters, <https://www.aeic.gov.au/observations-and-recommendations/chapter-2-neighbour-consultation-agreements>



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It would also be appropriate that a 'neighbour agreement' clearly sets out who is responsible in the instance of accidental damage by the landholder to the energy infrastructure. For example, the agreement should clearly outline whether the project operator will indemnify neighbouring landholders for reasonable, uninsurable risks relating to typical public liability cover.

A 'neighbour agreement' will usually make it clear that any damage to the neighbouring energy infrastructure is either appropriately covered by the project operator or that the neighbouring landholder has sufficient public liability coverage which may in part be provided by the project operator.

Independent advice

A landholder should obtain appropriate independent legal, financial, valuation and insurance advice before entering into any commercial agreement with a project operator. The information provided in this fact sheet is intended to provide general information and guidance and you should not use this information to replace advice by a professional.