



Social Housing Property Insurance Policy Schedule

| | | | |
|------------------------|---|---|---------------|
| Policyholder: | Maryhill Housing Association Limited and Maryhill Communities Limited | | |
| Effective Date: | 1 April 2018 | Expiry Date: | 31 March 2019 |
| Policy Number: | 5974937 | Long Term Undertaking Expiry Date: | 31 March 2020 |
| Terrorism: | 5974943 | | |

1

| | |
|--------------------------|--|
| Property Insured: | Any residential property (or commercial property where required) in respect of which we have accepted the risk. The terms of the Policy apply separately to each property as though each had been insured by a separate Policy |
| The Business: | The ownership (freehold or leasehold) or management of residential property (or commercial property where required) and all other activities of Registered Social Landlords |

1. Buildings

| Type: | Sum Insured: | Excess: | Subsidence, heave, landslip Excess: |
|-----------------------------------|--------------|---------|-------------------------------------|
| Residential Factored | £96,773,521 | £50 | £1,000 |
| Shared Ownership | £2,547,955 | £50 | £1,000 |
| Shared Ownership – Maryhill Locks | £3,467,364 | £50 | £1,000 |
| Commercial Factored | £3,188,585 | £250 | £1,000 |

Subject to a Limit of £10,000,000 in respect of any one loss or series of losses arising directly from the same cause for any one building or block of flats including loss of rent and alternative accommodation.

2. Landlords Contents

| Type: | Sum Insured: | Excess: | Subsidence, heave, landslip Excess: |
|---------------------|--------------|----------------|-------------------------------------|
| Landlords Contents: | Not Insured | Not Applicable | Not Applicable |
| Residents Contents: | Not Insured | Not Applicable | Not Applicable |

3. Property Owners Liability

| | |
|-------------------------------------|-------------|
| Limit Of Liability: | £10,000,000 |
| Third Party Property Damage Excess: | £0 |
| Third Party Bodily Injury Excess: | £0 |

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.



Social Housing Property Insurance Policy Schedule

Interested Parties: The interests of the freeholder and the head lessee of the property where required (if they are not the Policyholder), the owner or lessee of each property and the mortgagees of any of them are deemed to be noted

Endorsements applying to this policy:

1. Terrorism
2. Long Term Undertaking and Rate Guarantee Agreement

1. Terrorism Insurance

Definitions

Act of Terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the **United Kingdom** or any other government de jure or de facto.

Computer Systems means a computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Covered Loss means all losses arising under any of the Heads of Cover as a result of damage to or the destruction of **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**.

Damage means loss destruction or damage.

Data means data of any sort whatever, including without limitation tangible or intangible data and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. **Denial of Service Attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Event or Events means all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **Act of Terrorism** and **You** may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.



Social Housing Property Insurance Policy Schedule

of the happening of the first recorded individual loss to **You** as a result of the **Act of Terrorism** in question; and an **Event** or **Events** shall be taken to arise in the **Period of Insurance** in which such 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the **Period of Insurance** concerned.

Great Britain means England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

Hacking means unauthorised access to any **Computer System**, whether **Your** property or not.

Head of Cover means any of the following four types of insurance cover:

- a) **Buildings** and completed structures
- b) Other property (including contents, engineering, contractors and computers)
- c) Business Interruption
- d) Book Debts

Provided always that each **Head of Cover** shall be deemed to be a separate **Head of Cover** whether the item insured is insured under this or separate policies, under separate terms of a policy or under separate sections of combined or package policies.

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for

- a) the production or use of atomic energy or
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- c) the storage processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing means any access or attempted access to Data made by means of misrepresentation or deception.

Private Individual means any person other than

- a beneficiary, trustee or body of trustees where insurance is arranged in accordance with the terms of a trust
- a person who owns or is otherwise insured in respect of **Residential Property** for their **Business** as a sole trader.

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.



Social Housing Property Insurance Policy Schedule

- a person who owns or is otherwise insured in respect of **Residential Property** of which in excess of 20% is commercially occupied

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a **Block of flats**, is subject to a trust or executorship of a will and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the property is located in premises owned by any such person the property insured shall be deemed to be insured in the name of a **Private Individual**.

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or **Your** name includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

Residential Property means private dwelling houses and flats (including household contents and personal effects as insured).

Territory means England and Wales and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

Terrorism Insurance means insurance for Acts of Terrorism under the terms of this insurance.

Virus or Similar Mechanism means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not. The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

In consideration of the payment of the Terrorism Premium for the relevant **Period of Insurance** the insurance by this Policy is extended (subject to the Exclusions below) to include **Damage** to the property insured and loss consequent on interruption to or interference with the **Business** as insured by this Policy in the **Territories** stated below caused by or resulting from an **Act of Terrorism**

Provided always that **Our** liability shall not exceed in any one **Period of Insurance**

- in all the total sum insured
- for any item its sum insured or any other stated limit of liability specified in the **Schedule** or elsewhere in the Policy

whichever is the less

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.



Social Housing Property Insurance Policy Schedule

Subject always to the Limits applying to **Terrorism insurance** shown against the **Territories** stated below after application of all the provisions of the insurance including any **Excess**

| <u>Territory</u> | <u>Limit of Liability</u> |
|------------------------|---------------------------------------|
| Great Britain | As otherwise specified in this Policy |
| Elsewhere in the world | Not insured |

Exclusions

This Terrorism insurance does not cover

- 1) any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
- 2) any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a) **Damage** to or the destruction of any **Computer System** or
 - b) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**

Proviso to Exclusion 2)

save that **Covered Loss** otherwise falling within this Exclusion 2) will not be treated as excluded by Exclusion 2) solely to the extent that such **Covered Loss**:

- i) results directly (or, solely as regards ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of **Buildings** or structures, plant or machinery other than any **Computer System**; and
- ii) comprises;

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.



Social Housing Property Insurance Policy Schedule

- a) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of Property insured by **You**;

or
- b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **Damage** to or destruction of **Property** insured by **You** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by **You** to which access is affected;

or
- c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss;

and
- iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or in part of any de jure or de facto government of any nation, country or state.
- iv) The meaning of **Property** for the purposes of this Proviso shall (additionally to those exclusions in the definition of **Property** below and anywhere else) exclude:
 - a) any money (including money as defined or otherwise in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever;

and
 - b) any **Data**.
- v) Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost



Social Housing Property Insurance Policy Schedule

or business interruption loss directly resulting from damage to or destruction of such **Property** and otherwise falling within sub-paragraphs i) and ii) above from being recoverable under this **Terrorism Insurance**. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this **Terrorism insurance**.

- vi) For the avoidance of doubt, the burden of proof shall be on **You** to prove or establish all matters referred to in sub-paragraphs i) to ii) above.
- 3) **Damage** or consequential loss arising from such **Damage** to any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**, but this Exclusion shall not exclude loss arising from **Damage** to other types of property arising from an **Act of Terrorism** occurring at the site of a **Nuclear Installation** or **Nuclear Reactor**
- 4) any **Residential Property** insured in the name of a **Private Individual**

Special Conditions Applicable To Terrorism Insurance

- 1. **We** will not indemnify **You** unless and until
 - a) HM Treasury has certified that an **Event** or **Events** have been an **Act of Terrorism**; or
 - b) A Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an **Event** or **Events** have been an **Act of Terrorism**

- 2. Any conditions or terms which provide for adjustments of premium based on declarations

on expiry of the period of insurance shall not apply to **Terrorism insurance**

- 3. Any Long Term Agreement applying to this Policy shall not apply to **Terrorism insurance**.

Subject otherwise to all the terms and conditions of this Policy.



Social Housing Property Insurance Policy Schedule

2. Long Term Undertaking and Rate Guarantee Agreement

- 1 In consideration of **our** undertaking to maintain the basis of rating, cover and terms and conditions of this Policy applying at the commencement date of this Policy being 1 April 2017 for a period of two years **you** agree to offer annually for 1 year (to renew this Policy once) the insurance under this Policy and pay the premiums annually in advance., and
- 2 In consideration of **our** undertaking to limit any increase in the basis of rating to 10%, maintain the cover and terms and conditions of this Policy applying at the renewal date of this Policy being 1 April 2019 for a period of one year **you** agree to offer annually for 1 year (to renew this Policy once) the insurance under this Policy and pay the premiums annually in advance.

We reserve the right either to change the basis of rating and/or cover and/or terms and conditions or to cancel this Rate Guarantee Agreement in the following circumstances:

- (i) in the event of any change in legislation, legal practice, regulatory rule or practice, reinsurance industry practice or legal precedent which has a material and significant effect upon this Policy or this Rate Guarantee Agreement;
- (ii) changes to or increases in insurance premium tax.;
- (iii) any significant or material change or increase in the risk;
- (iv) in the event of a direct or indirect change of ownership of the **insured**, resulting overall in more than 50% of the total voting rights conferred by all shares in the **insured** being held directly or indirectly by a person who did not hold 50% of the voting rights as at the date on which this Long Term Undertaking and Rate Guarantee Agreement was signed by **us**. **You** shall notify **us** in advance in writing immediately on becoming aware that any such change of ownership has taken or is due to take place;
- (v) **you** make significant changes to the cover provided by this Policy;
- (vi) risk improvements notified by **us** are not carried out within the timescale specified;