



Social Housing Property Insurance Policy Schedule

Policyholder:	Maryhill Housing Association Limited, Maryhill Communities Limited and Maryhill Living Limited		
Effective Date:	01 April 2025	Expiry Date:	31 March 2026
Policy Number:	NM005974937	Renewal agreement Expiry Date:	Not applicable
Terrorism:	NM005974937		

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:	Freezing / escaping water Excess as defined in peril 3	Subsidence, heave or landslip Excess as defined in peril 7
Residential Factored	£139,851,479	£350	£500	£1,000
Shared Ownership	£3,446,932	£350	£500	£1,000
Shared Ownership – Maryhill Locks	£5,604,902	£350	£500	£1,000
Commercial Factored	£8,836,708	£350	£500	£1,000
Commercial Loss of Rent 145 Garrioch Road, Glasgow (36 Months Indemnity)	£24,000	£350	£500	£1,000

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Social Housing Property Insurance Policy Schedule

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 with the following exceptions:

1. Landlords Contents				
Type:	Sum Insured	Excess:	Freezing / escaping water Excess as defined in peril 3	Subsidence, heave or landslip Excess as defined in peril 7
Landlords Contents	Not Insured	Not Insured	Not Insured	Not Insured
Residents Contents	Not Insured	Not Insured	Not Insured	Not Insured

3. Property Owners Liability	
Limit Of Liability:	£10,000,000
Third Party Property Damage Excess:	£0
Third Party Bodily Injury Excess:	£0

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

Premium excluding Terrorism	£276,045.04
Terrorism Premium	£3,239.70
Insurance Premium Tax	£33,514.17
TOTAL	£312,798.91

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Social Housing Property Insurance Policy Schedule

Endorsement applying to this policy:

1. **Cyber & Vicinity Endorsement**
2. **Terrorism**

1. Cyber and Vicinity Endorsement

Policy Amendments

The following amendments are applicable to this Policy:

Policy Definitions -

The following Policy Definitions are added to this Policy:

Computer System

Any computer, hardware, software, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by **you** or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident

- a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total disruption to, unavailability of, or failure to access, process, use or operate any **computer system** or a series of such related events.

Cyber Loss

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Social Housing Property Insurance Policy Schedule

Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored, by a **computer system**.

Data Processing Media

Any physical property insured by this Policy on which **data** can be stored but not the **data** itself.

Exclusions Applying To Buildings & Landlords' Contents Sections -

The following exclusion is added and applies to Section 1 - Buildings and Section 2 - Landlords' Contents:

11. a) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores** unless such **fungi** or **spores** are directly caused by or directly result from an event otherwise insured and not otherwise excluded under this Policy.
- b) The cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.
For the purposes of this Exclusion:
 - a) **Fungi** shall mean any fungi, including (but not limited to) any form or type of mould, yeast, mushroom, mildew, bacteria or wet or dry rot, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spores** or resultant mycotoxins, allergens, or pathogens.
 - b) **Spores** shall mean any spore, including (but not limited to) one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.

General Exclusions -

General Exclusion 4. Cyber of this Policy, is deleted and replaced by the following:

4. Cyber

- a) **cyber loss**; or
- b) loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**.

Provided that:

- a) the exclusion at item a) above shall not apply to any loss or damage to property insured and resulting business interruption, where insured by this Policy and which is not otherwise excluded under this Policy, which results from any fire lightning explosion earthquake aircraft or other aerial devices or articles dropped from them riot civil commotion strikes labour

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Social Housing Property Insurance Policy Schedule

disturbances malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) **storm flood** escape of water or oil from any tank apparatus or pipe impact by any vehicle or animal; or

which results from a **cyber incident** unless that **cyber incident** is arising from or connected with a **cyber act**; and

- b) the exclusion at item b) above shall not apply where **data processing media** owned or operated by **you** suffers physical loss or physical damage. In no event will cover under this Policy exceed the cost of repairing or replacing the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs shall not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be no higher than the cost of the blank **data processing media**. However, this Policy excludes any amount pertaining to the value of such **data**, to **you** or any other party, even if such **data** cannot be recreated, gathered or assembled.

We shall not indemnify **you** for any action taken in controlling, preventing, suppressing or remediating a **cyber incident** or a **cyber act**.

2. 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,

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Social Housing Property Insurance Policy Schedule

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 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 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

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Social Housing Property Insurance Policy Schedule

- 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.
- 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.

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Social Housing Property Insurance Policy Schedule

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

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.

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Social Housing Property Insurance Policy Schedule

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;

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

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Social Housing Property Insurance Policy Schedule

- 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 on 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 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**.

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Social Housing Property Insurance Policy Schedule

- 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.

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