



Arthur J. Gallagher

Property Insurance for Social Landlords

POLICY SCHEDULE

INSURED NAME - LiveWest Homes Limited

BROKER NAME – Arthur J. Gallagher Insurance Brokers Ltd (Chelmsford)

POLICY SCHEDULE

The details of the insurances in this policy **schedule** contain only the main limits, sums insured, **endorsements** and **excesses** but others may apply and will be detailed in the Policy Wording. Reference should be made to the policy **schedule** and the Policy Wording for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects **your** circumstances and that the cover provided suits **your** requirements. **You** should pay particular attention to any terms, conditions limits and exclusions including **endorsements** which may require **you** to take action.

Identity of Insurers

The coverage under this Policy unless otherwise stated in the Policy Wording is provided by the following;

Insurer Name – Aviva Insurance Limited Registered in Scotland
FCA Firm Reference Number - 202153
Company Registration Number - 2116
Registered Office Address - Pitheavlis Scotland PH2 0NH

Your insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check the regulatory status of the firm on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

Produced By: This policy **schedule** has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers.

POLICY SCHEDULE

Policy Wording: Z0009 (08/17) Aviva

Policyholder:	LiveWest Homes Limited , and Arc Developments South West Limited and LiveWest Treasury Limited and LiveWest Properties Limited and Great Western Assured Growth Limited and LiveWest Capital PLC and LiveWest Charitable Housing Limited and Westco Properties Limited.	
Correspondence Address:	Filers Way Weston Gateway Business Park North Somerset	
Postcode:	BS24 7JP	
Policy Number:		Effective Date: 30 August 2018
Period of Insurance:	From: 15 December 2017	To: 14 December 2018
Property Insured:	Any residential property or commercial property which has been declared to us and which we have accepted	
The Business:	The ownership (freehold or leasehold) or management of residential property or commercial property	
Other Interests:	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	
Reason for Issue:	It is hereby noted and agreed that as of 30th August 2018, Liverty Limited and Liverty homes Limited and Liverty Homes (South West) Limited and Knightstone Capital Plc and Knightstone Charitable Housing Limited has been renamed LiveWest Homes Limited and Arc Developments South West Limited and LiveWest Treasury Limited and LiveWest Properties Limited and Great Western Assured Growth Limited and LiveWest Capital PLC and LiveWest Charitable Housing Limited and Westco Properties Limited.	

Sections	Section Operative
Asset Protection Property Damage – All Risks	Operative
Legal Liabilities Property Owners Liability	Operative
Terrorism	Operative

Additional Premium excluding Terrorism	£0.00
Additional Premium Terrorism	£0.00
Insurance Premium Tax	£0.00
TOTAL	£0.00

Long Term Undertaking Expiry (not applicable to the Terrorism Certificate)	14/12/2019
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Section	
Asset Protection Property Damage – All Risks	Sum Insured
Shared Owner Buildings	£169,078,916
Leasehold Buildings	£47,442,846
Commercial Buildings and Care Home Buildings	£21,966,936
Rented and all other Buildings not specified elsewhere	£1,008,873,529
Contents / Contents of Common Parts	£3,200,000
	Limit of Indemnity
Legal Liabilities Property Owners Liability	£5,000,000
Terrorism	Operative

Excess Details	
Shared Owner Buildings	
Subsidence, landslip or heave	£1,000 each and every claim per unit
Third Party Property Damage	£0 each and every claim per unit
Third Party Injury	£0 each and every claim per unit
All other losses not specified elsewhere	£50 each and every claim per unit
Leasehold Buildings	
Subsidence, landslip or heave	£1,000 each and every claim per unit
Third Party Property Damage	£0 each and every claim per unit
Third Party Injury	£0 each and every claim per unit
All other losses not specified elsewhere	£50 each and every claim per unit
Commercial Buildings and Care Home Buildings	
Subsidence, landslip or heave	£1,000 each and every claim
Third Party Property Damage	£5,000 each and every claim
Third Party Injury	£5,000 each and every claim
All other losses not specified elsewhere	£100 each and every claim
Rented and all other Buildings not specified elsewhere	
Subsidence, landslip or heave	£1,000 each and every claim
Third Party Property Damage	£5,000 each and every claim
Third Party Injury	£5,000 each and every claim
Escape of Water / Oil	£5,000 each and every claim
Fire	£10,000 each and every claim
All other losses not specified elsewhere	£1,000 each and every claim
Contents / Contents of Common Parts	

Subsidence, landslip or heave	£1,000 each and every claim
Third Party Property Damage	£5,000 each and every claim
Third Party Injury	£5,000 each and every claim
All other losses not specified elsewhere	£1,000 each and every claim

Aggregate Deductible Details – see endorsement					
Aggregate Deductible Reference	Aggregate Deductible (£)	Non Ranking Excess (£)	Residual Excess (£)	Applicable to:	
001	200,000	10,000	10,000	Rented and all other Buildings not specified elsewhere	Fire

Endorsements

Endorsements	
1.	SUBSIDENCE EXCESS
2.	RENTED AND ALL OTHER BUILDINGS ANNUAL AGGREGATE FIRE EXCESS
3.	NOTICE OF INTEREST – ELECTRICITY SUPPLY NOMINEES (SCOTLAND) LIMITED
4.	NOTICE OF INTERESTS
5.	TERRORISM
6.	LONG TERM UNDERTAKING (NOT APPLICABLE TO THE TERRORISM INSURANCE CERTIFICATE)
7.	ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED DEFINITION
8.	ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED
9.	ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED BASIS OF CLAIMS SETTLEMENT – INDEMNITY ONLY
10.	ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED BUILDINGS AWAITING DEMOLITION AND REDEVELOPMENT
11.	ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED PREMISES CONDITION
12.	BUILDINGS IN EXCESS OF £5,000,000 SUM INSURED
13.	MULTIPLE INSUREDS CLAUSE

1 - SUBSIDENCE EXCESS

It is hereby noted and agreed that for Commercial Buildings and Care Home Buildings and Rented Building and All Other Buildings only, no more than 5 Excesses will be deducted from each and every claim in respect of the peril of Subsidence.

All other terms and conditions remain unaltered.

2 - RENTED AND ALL OTHER BUILDINGS ANNUAL AGGREGATE FIRE EXCESS

After the deduction of the Excess of £10,000 You shall bear at Your own risk and uninsured the first £200,000 of each and every loss and in the aggregate during any one Period of Insurance in respect of loss or damage caused by the Defined Contingency fire.

Once this aggregate amount has been breached the fire Excess will revert to £10,000 each and every loss.

All other terms and conditions remain unaltered.

3 - NOTICE OF INTEREST – ELECTRICITY SUPPLY NOMINEES (SCOTLAND) LIMITED

The interest of:

Electricity Supply Nominees (Scotland) Limited
320 St. Vincent Street
Glasgow
Scotland
G2 5AD

is noted and the extent of such interest is to be disclosed in the event of a loss.

4 - NOTICE OF INTERESTS

The interest of the owners leaseholders mortgagees or other interested parties in each individual property insured by this Policy is noted and extent of such interest to be disclosed in the event of loss.

5 - TERRORISM

Notwithstanding anything stated herein to the contrary in consideration of the payment of the premium and its insurance premium tax stated in the schedule and in respect of the period of insurance stated in the schedule this insurance shall extend to

include loss or destruction of or damage to the property insured and consequential loss resulting therefrom caused by an Act of Terrorism insofar as and to the extent that the property is insured in England Wales or Scotland (But not adjacent territorial seas as defined by the Territorial Sea Act 1987)

Provided always that this Terrorism Extension is

A. not subject to any of the Exclusions specified in this policy other than those applying specifically in respect of this Terrorism Extension as stated below

and

B. subject to all the terms conditions and limitations of the policy except as expressly varied below

Exclusions

This Terrorism Extension does not cover

1. War and Allied Risks

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2. Nuclear Risks and Chemical Biological and Radiological Contamination

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear water or from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter;
- e) chemical and/or biological irritants contaminants or pollutants caused or occasioned by any person or group of persons where acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes whose intention or intentions include but is not limited to influencing any government and/or putting the public or any section of public in fear.

Exclusion 2 applies solely in respect of

- i) Residential Property
- ii) Any Nuclear Installation or Nuclear Reactor and all fixtures and fitting 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

3. Electronic Risk

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly cause by or contributed to by or arising from damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether your property or not where such damage is cause by Virus or Similar Mechanism or Hacking or Denial of Service Attack or Phishing

SPECIAL CONDITIONS

1. In any action suit or other proceedings where we allege that any loss destruction or damage is not covered by this policy the burden of proving that such loss destruction or damage is covered shall be upon you
2. Any terms in the policy which provide for adjustments of premium based upon declarations on expiry or during the period of insurance do not apply to this Terrorism Extension.
3. Any Long Term Undertaking applying to the policy does not apply to this Terrorism Extension

DEFINITIONS APPLICABLE TO THIS TERRORISM EXTENSION

Act of Terrorism means any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government (whether legally appointed or acting as such) by force or violence and which happens per any one Loss Occurrence

Denial of Service Attack mean any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks, network services network connectivity or information 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 and the generation of excess or non-genuine traffic between and amongst networks

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether your property or not

Loss Occurrence means all individual losses arising in respect of a continuous period of seventy two hours of which the proximate cause is the same act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government (whether legally appointed or acting as such) by force or violence

Nuclear Installation means any installation of such class or description as may be prescribed by regulation 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
- 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
- c) the storage, processing or disposal of nuclear fuel or of 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 adopted 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 or information made by means of misrepresentation or deception

Private Individual means any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- b) a person who owns Residential Property for the purposes of their business as a sole trader

The definition of Private Individual shall also include two or more persons where insurance is arranged in their several names and/or the title of the insured 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

- a) houses and blocks of flats and other dwellings insured in the name of a Private Individual
- b) household good and personal effects of every description

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism is not limited to Trojan horses worms and logic bombs

All other terms and conditions remain unaltered.

6 - LONG TERM UNDERTAKING (NOT APPLICABLE TO THE TERRORISM INSURANCE CERTIFICATE)

In consideration of You, Livity Limited and Livity Homes Limited and Livity Homes (South West) Limited and Knightstone Capital Plc and Knightstone Charitable Housing Limited, via Your broker Arthur J. Gallagher Insurance Brokers Limited, having undertaken to offer annually the renewal of this insurance with Pen Underwriting on behalf of Your insurer at the same terms and conditions for a period of 3 years from 15th December 2016 a 10% discount has been allowed off the annual rate provided however that:

- The undertaking shall be held to apply to any policy or policies issued in substitution thereof;
- The premiums hereon shall be subject to revision at each renewal date following any alteration in material information;
- At any renewal date the insurers may require revised terms or conditions and if You do not accept such terms and conditions, the agreement set out in this clause shall lapse unless Pen Underwriting are able to offer the same terms and conditions with an alternative comparable insurer;

- Insurers shall be under no obligation to accept an offer made under this agreement.

All other terms and conditions remain unaltered

LTU Note: Material information includes but is not limited to changes in the business activities of the insured and changes in the risk profile such as decreases in the sums insured or revaluation of stock.

7 - ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED DEFINITION

It is hereby noted and agreed that the following is the definition of Long Term Unoccupied. It will have the same meaning wherever it appears in Your policy unless We state otherwise

Any Building or an individual Unit in a Building that

- (1) has been untenanted for a period exceeding 365 days and/or
- (2) is either empty, void, vacant or disused and is awaiting
 - (a) redevelopment

and/or

- (b) demolition

All other terms and conditions remain unaltered.

8 - ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED

If at the time of Damage the Buildings are Long Term Unoccupied

- (1) Defined Contingencies shall be

fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
only

And

- (2) Excess for any loss is £1,000 or as detailed in The Schedule whichever is the greater

All other terms and conditions remain unaltered.

9 - ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED BASIS OF CLAIMS SETTLEMENT – INDEMNITY ONLY

The Basis of Claim Settlement – Reinstatement clause detailed in the Property Damage – Clauses does not apply in respect of Buildings where all Units are Long Term Unoccupied and the basis of Claims Settlement shall be Indemnity as follows:

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Buildings

All other terms and conditions remain unaltered.

10 - ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED BUILDINGS AWAITING DEMOLITION AND REDEVELOPMENT

The Basis of Settlement in respect of any Long Term Unoccupied Building awaiting demolition and redevelopment is amended to read as follows:

In the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the costs and expenses necessarily incurred by You with Our consent following Damage to the Property Insured for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring up or propping of the parts

of the property which have suffered Damage for this Item.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of property not insured by this item
- (c) more specifically insured
- (d) which exceed the sum insured

Our liability under this clause in respect of the costs of removing debris, dismantling or demolishing or propping or shoring up shall be limited to the difference between such costs and those which would have been incurred had the Damage not occurred

All other terms and conditions remain unaltered.

11 - ASSET PROTECTION PROPERTY DAMAGE: LONG TERM UNOCCUPIED PREMISES CONDITION

If in relation to any claim for Damage while the Premises are Long Term Unoccupied, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) carry out internal and external inspections of the Buildings at least every seven days
 - i) maintain a weekly log of such inspections to be retained for a period of at least twelve months
 - ii) as soon as possible, repair, or arrange to repair, any damage or defects found
 - iii) carry out a monthly management check of the weekly inspections log
- (2) remove all loose combustible items, including furniture pallets, mail/flyers, waste, refuse, stock and materials in trade, and gas bottles, whether within or outside the Buildings, from The Premises
- (3) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (4) (a) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves
(b) drain all water and fuel supply tanks, apparatus and pipes

However, where the Buildings are protected by

- i) an Intruder Alarm, CCTV or Fire Detection System You must provide sufficient power for their effective operation
 - ii) a sprinkler installation You must provide sufficient power or water supplies for its effective operation and sufficient heat to prevent it freezing
- (5) advise Us immediately if the Buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the Buildings are to become occupied or used

All other terms and conditions remain unaltered.

12 - BUILDINGS IN EXCESS OF £5,000,000 SUM INSURED

In respect of Property Damage – All Risks Section the maximum We will pay under this section in respect of Buildings with a sum insured in excess of £5,000,000 is the sum insured as declared to Us.

All other terms and conditions remain unaltered.

13 - MULTIPLE INSUREDS CLAUSE

The following Condition is hereby added to this insurance:

(i) It is noted and agreed that if the insured described in The Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that Our total liability to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in this insurance.

(ii) It is understood and agreed that any payment or payments by Us to any one or more such insured parties shall reduce to the extent of that payment Our liability to all such parties arising from any one event giving rise to a claim under this insurance and (if applicable) in the aggregate.

(iii) It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.

(iv) It is further understood and agreed that We shall be entitled to avoid liability to any of the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of this policy committed by that insured party

each referred to in this clause as a Vitiating Act.

(v) It is however agreed that (save as provided in this Multiple Insureds Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

(vi) We hereby agree to waive all rights of subrogation howsoever arising which We may have or acquire against any insured party arising out of any occurrence in respect of which a claim is admitted under this insurance except where the rights of subrogation or recourse are acquired in consequence or otherwise as a result of fraud or a deliberate Vitiating Act in which circumstances We may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

All other terms and conditions remain unaltered.