

Package+ Transport and Logistics (including Freight Liability) - Schedule

Policy number:	10352145	Policy wording reference	TLAT0119
Period of Insurance:	From: 17/07/2023 12:01am Local Standard Time at the mailing address of the insured	To: 16/07/2024	
Schedule number	2023.01	Effective date:	17/07/2023
Address Change			
Insurer:	CNA Insurance Company Limited (registered number 950) Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number 202777)		
Registered address	12 th Floor, 20 Fenchurch Street, London, EC3M 3BY		
Policyholder	SSO Logistics Ltd and/or SSO International Forwarding Ltd		
Mailing address	Unit 4, Wilcock Road, Old Boston Trading Estate, Haydock. St Helens, Merseyside, WA11 9SR		
Insured Entities	Policyholder and subsidiary companies under the Policyholders direct management or control and located in the country of domicile of the Policyholder On behalf of customers domiciled in the country of domicile of the Policyholder		
Business Activities	Haulage Contractors, Freight Forwarder and Warehouse Keepers		
Contract Details			
Broker Name	Henshalls		
Claim notifications	CNA Insurance Company Limited, 7th Floor, 1 New York Street, Manchester, M1 4HD or by email to claimsukmarine@cnaahardy.com		
Policy currency	GBP		
Territorial limit	The country of domicile of the Policyholder		

PREMIUM AND TAX

Premium for Policy Period:	GBP	29,286.00	IPT:	GBP	3,514.35	Total Premium:	GBP	32,800.35
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Insurer Participation:

100% share of risk

Section	Premium
Liability for Property Damage to Customers' Goods, Professional Indemnity Liability	17,980.00
Property Damage (All Risks), Business Interruption	1,865.00
Employers' Liability	7,598.00
Public, Products, Pollution Liabilities	1,844.00

Excluded Territories – Paramount Clause

Notwithstanding the territorial limits stated below the following territories are excluded from and no cover whatsoever shall be deemed given under this policy unless specially declared and accepted by Insurers in writing prior to any business activity being undertaken in that territory or the shipment of any goods to, from or within that territory: Afghanistan, Angola, Belarus, Bosnia & Herzegovina, Burundi, Central African Republic, Democratic Republic of Congo (DRC), Cote d'Ivoire (Ivory coast), Crimea, Cuba, Egypt, Eritrea, Ethiopia, Guinea-Bissau Haiti, Iran, Iraq, Kyrgyzstan, Lebanon, Liberia, Libya, Mali, Moldova, Montenegro, Myanmar (Burma), Nicaragua, Nigeria, North Korea, Republic of Guinea, Russia, Rwanda, Serbia, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Tunisia, Turkey, Turkmenistan, Ukraine, Uzbekistan, Venezuela, Yemen, Zimbabwe, and any other country where their local legislation decrees insurance must be effected locally.

Combined Policy Limits

Contractual and Professional Liability Cover Maximum Combined Single Limit	500,000
being the maximum the Insurer will pay for any claim or interrelated claims which give rise to an indemnity under Section – Liability For Property Damage To Customers' Goods, Section – Professional Indemnity Liability and/or Section – Assumed Contractual Liability for Financial loss, in the event that two or more of these Insured Sections, to which the combined single limit applies, provide coverage for an insured event.	

OPERATIVE SECTIONS OF COVER

The Sections of this Policy shall only be operative where indicated below. If a Section is not operative, it is of no effect and cover will not be granted under it.

Section	Operative (Yes/No)
Section – Liability for Property Damage to Customers' Goods	Yes
Section – Professional Indemnity Liability	Yes
Section – Assumed Contractual Liability for Financial Loss	No
Section – Property Damage (All Risks)	Yes
Section – Business Interruption	Yes
Section – Trailers & Containers and Hired In Equipment Property Damage	Yes
Section – Computer Breakdown	No
Section – Money	No
Section – Media Management Crisis Costs	No
Section – Terrorism	Np
Section – Cyber	No
Section – Employers' Liability	Yes
Section – Public Liability	Yes
Section – Products Liability	Yes
Section – Pollution Liability	Yes
Section – Event Cancellation	No
Section – Abduction and Extortion	No
Section – Confiscation and Deprivation	No
Section – Employee Fidelity	No
Section – Directors and Officers	No
Section – Specified Legal Expenses	No

Special Extension applicable to all operative sections

Claims preparation costs	
Specified Claim for an amount in total that is between £0 and £ 250,000 both amounts inclusive	0
Specified Claim for an amount in total that is between £ 251,000 and £ 500,000 both amounts inclusive	25,000

Specified Claim for an amount in excess of £ 500,000	50,000
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Section – Liability for Property Damage to Customers’ Goods (Including Consequential Loss and Delay in Delivery under Standard Trading Conditions)

Cover for Overseas Subsidiaries shall be subject to Appendix F

Territorial limit (subject to Excluded Territories – Paramount Clause)		United Kingdom and Europe	
Section Limits and Sub-Limits per Appendix B - Specified Locations Used For Storage of Customers’ Goods		Maximum Limits of Liability per Occurrence per location	Excess applicable to each Occurrence per customer
Maximum Limit any one claim in respect of property damage to customers goods in transit insured under parts 1. and 2. of the Insuring Clause		500,000	1,000
Maximum Limit any one claim in respect of property damage to customers goods at the named storage locations set out in Appendix B insured under parts 1. and 2. of the Insuring Clause		500,000	1,000
Maximum Limit any one claim in respect of property damage to customers goods at un-named storage locations insured under parts 1. and 2. of the Insuring Clause		Not Insured	
Maximum Limit any one claim and in the aggregate for all claims during the Policy Period for Financial Loss insured under combined parts 3. and 4. of the Insuring Clause		100,000	1,000
Sublimit any one claim in respect of incorrectly received goods under extension 3 (Incorrectly Received Goods)		50,000	1,000
Sublimit any one claim and in the aggregate for all claims during the Policy Period in respect of inventory loss under extension 4 (Inventory Loss)		Not Insured	
Sublimit any one claim for theft or loss in respect of thief attractive property from an unattended motor vehicle owned or operated by the insured under extension 5 (Thief Attractive Property)		100,000	1,000
Sublimit any one claim and in the aggregate in respect of Transshipment, Recovery and Debris Removal Costs under extension 6 (Transshipment, Recovery and Debris Removal Costs)		50,000	1,000
Premium Calculation Basis	Exposure Basis	Adjustable rate	Estimate Declared
Liability arising under Standard Trading Conditions	Annual Revenue Standard Trading Conditions	Flat	9,311,000 (including Pallet Track activity insured elsewhere)
Liability arising under Uplifted Standard Trading Conditions	Annual Revenue Uplifted Standard Trading Conditions	Flat	Included above
Liability arising under Bespoke Customer Contracts	Annual Revenue Bespoke Customer Contracts		
Insured Section One Bespoke Customer Contract cover and Approval Basis	NO BESPOKE CUSTOMER CONTRACT COVER GIVEN		

Section – Professional Indemnity Liability

Cover for Overseas Subsidiaries shall be subject to Appendix F

Territorial limit (subject to Excluded Territories – Paramount Clause)		United Kingdom and Europe	
Retroactive Date		17/07/2020	
Section Limits and Sub-Limits		Limits of Liability	Excess applicable to each loss
Maximum Limit any one claim insured under parts 1.a. and 2. of the Insuring Clause		100,000	1,000
Maximum Limit in the aggregate for all claims during the Period of Insurance under parts 1.a. and 2. of the Insuring Clause		100,000	Not Applicable
Maximum Limit any one claim and in the aggregate for all claims during the Period of Insurance for Fiscal Liability insured under part 1.b., 1.c. and/or 1.d. of the Insuring Clause		100,000	1,000
Maximum Limit any one claim and in the aggregate for all claims during the Period of Insurance for confiscation insured under part v) of the Insuring Clause		50,000	1,000
Sublimit any one claim and in the aggregate in respect of fee disputes under the 'Fee Disputes' Special Extension.		50,000	1,000
Sublimit any one claim and in the aggregate in respect of libel & slander under the 'Libel or Slander' Special Extension.		50,000	1,000
Premium Calculation Basis	Exposure Basis	Adjustable rate	Estimate Declared
Professional Indemnity Liability	Professional Indemnity Liability Annual Revenue	Flat	9,311,000

SECTION – TRAILERS & CONTAINERS AND HIRED IN EQUIPMENT PROPERTY DAMAGE

Section Limits and Sub-Limits	Sum Insured	Excess applicable to each loss
Hired In Equipment		
Trailers	38,000 any one trailer, 400,000 total sum insured	1,000
Containers		

SECTION – PROPERTY DAMAGE (ALL RISKS)				
Location	Description	Property Insured “R”	Declared Value	Sum Insured
1	Units 4 & 5, Fishwicks Industrial Estate, Baxters Lane, St Helens, WA9 3NA	Buildings including Tenants Improvements	20,000	
		Day one condition operative (N)		
		Percentage uplift %		
		Contents		
		Machinery/Plant	80,000	
		Computers/Tools/Racking	37,000	
		Stock	5,000	
		Rent Payable		

Location	Description	Property Insured “R”	Declared Value	Sum Insured
2	Unit 4, Wilcock Road, Old Boston Trading Estate, Haydock. St Helens, Merseyside, WA11 9SR	Buildings including Tenants Improvements and front gates	75,000	
		Day one condition operative (N)		
		Percentage uplift %		
		Contents		
		Racking	250,000	
		Computers	40,000	
		Plant including fork lifts	200,000	
		Stock	5,000	
Rent Payable				

Extensions	Sub-Limit	
Arson, theft and criminal acts reward costs	50,000	any one Occurrence
Contents – computer records	250,000	any one Occurrence
Business trips – baggage	2,500 per person 10,000 per event 50,000 in the aggregate	any one Occurrence and in the aggregate
Capital additions, alterations and improvements	1,000,000 or 10% of the total Sum Insured in the aggregate, which ever is the lesser	any one Premises
Debris removal	Full Limit	any one Occurrence
Deterioration of stock	5,000 but 25,000 in the aggregate	any one Occurrence
Drain clearance	Full Limit	any one Occurrence
European Union and public authorities	1,000,000	any one Occurrence
Exhibition and trade shows	100,000	any one Occurrence and in the aggregate
Expediting costs	250,000	any one Occurrence

Fire Brigade / Emergency Services damage	100,000	any one Occurrence
Firefighting expenses	100,000	any one Occurrence
Fixed glass		
Plain glass	50,000	any one Occurrence
Special / decorative glass	10,000	any one Occurrence
Fly tipping	5,000	any one Occurrence
Inadvertent omission to insure	2,000,000	any one Occurrence and in the aggregate
Incompatibility of Computer Records	50,000	any one occurrence and in the aggregate
Leased premises difference in conditions / difference in limits	250,000	any one Occurrence
Loss of metered utilities	25,000 but 50,000 in the aggregate	any one Occurrence
Loss prevention	100,000 or 10% of the total Sum Insured in the aggregate, which ever is the lesser	any one Occurrence
Property at unspecified locations	250,000	any one Occurrence
Replacement locks	10,000	any one Occurrence
Specified property (within the Territorial Limits)		
A.	●	any one Occurrence
B.	●	any one Occurrence
Temporary boarding up	100,000	any one Occurrence
Temporary removal	100,000 or 15% of the total Sum Insured in the aggregate, which ever is the greater	any one Occurrence
Temporary removal of documents (subject to sub-limit of £500 per document)	50,000 or 15% of the total Sum Insured in the aggregate, which ever is the greater	any one Occurrence
Theft damage to buildings	50,000	any one Occurrence
Trace and access	100,000	any one Occurrence
Trees, shrubs, plants or lawns	25,000	any one Occurrence
Undamaged tenants improvements	100,000	any one Occurrence

SECTION – BUSINESS INTERRUPTION

Item	Description	Maximum Indemnity Period	Sum Insured	
1	Units 4 & 5, Fishwicks Industrial Estate, Baxters Lane, St Helens, WA9 3NA	Gross Profit / Estimated Gross Profit		
		Declaration linked condition (Operative)		
		Percentage uplift %		
	Unit 4, Wilcock Road, Old Boston Trading Estate, Haydock. St Helens, Merseyside, WA11 9SR	Gross Revenue / Estimated Gross Revenue		
		Declaration linked condition (Operative)		
		Percentage uplift %		
		Additional Expenditure	12 months	250,000
		Outstanding Debit Balances		

		Rent Receivable		
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Extensions	Maximum indemnity period	Sub-Limit	
Accountants fees	12 months	10,000	any one Occurrence and in the Aggregate
Contractual penalties	3 months	10,000	any one Occurrence
Denial of access	3 months	250,000	any one Occurrence
Denial of access – non damage	12 months	250,000	any one Occurrence
Disease, infestation, murder and defective sanitation	12 months	1,000,000	any one occurrence and in the Aggregate
Interdependency		5,000,000 or the Sum Insured whichever the lesser	any one occurrence and in the Aggregate
Loss of attraction	3 months	100,000	any one Occurrence
Property stored	12 months	100,000	any one Occurrence
Property in transit	3 months	10,000	any one Occurrence
Public utilities – providers’ premises	12 months	250,000	any one Occurrence
Public utilities – terminal ends	12 months	1,000,000	any one Occurrence
Specified customers’ premises	12 months	●	any one Occurrence
Insert name and address(es)			
Unspecified customers’ premises	3 months	250,000	any one Occurrence and in the Aggregate
Specified suppliers’ premises	12 months	●	any one Occurrence
Insert name and address(es)			
Unspecified suppliers’ premises	3 months	250,000	any one Occurrence and in the Aggregate

Conditions Applicable To “Section – Property” and “Section – Business Interruption”

Conditions	Operative (Yes/No)
Fire alarms	Yes
Fire extinguishment – automatic sprinkler installations	No
Intruder alarm systems – applicable to “Section – Property” and “Section – Money”	No

Special Extension Applicable To “Section – Property” and “Section – Business Interruption”

	Operative (Yes/No)
Subsidence	No

SECTION – EMPLOYERS' LIABILITY	Limit of Liability	
Employers' Liability	10,000,000	any one Occurrence
Including sub-limits of liability		
Corporate Manslaughter	1,000,000	any one Prosecution and in the Annual Aggregate
Statutory Defence Costs	1,000,000	any one Prosecution and in the Annual Aggregate
Statutory Fee for Intervention	10,000	any one Intervention and in the Annual Aggregate

SECTION - PUBLIC, PRODUCTS AND POLLUTION LIABILITY	Limit of Liability	
Public Liability	5,000,000	any one Occurrence
Including sub-limits of liability		
Residual and Excess Employers' Liability	Not Insured	any one Occurrence and in the Annual Aggregate inclusive of Defence Costs and Expenses
Products Liability	5,000,000	any one Occurrence and in the Annual Aggregate
Including sub-limits of liability		
Financial Loss	250,000	any one Claim and in the Annual Aggregate inclusive of Defence Costs and Expenses
Pollution Liability	5,000,000	any one Occurrence and in the Annual Aggregate
Including sub-limits of liability		
Legionella	1,000,000	any one Occurrence and in the Annual Aggregate inclusive of Defence Costs and Expenses
Pollution clean-up costs	1,000,000	any one Occurrence and in the Annual Aggregate inclusive of Defence Costs and Expenses
Sub-limits of liability for the Public, Products and Pollution Liability Sections		
Corporate Manslaughter	1,000,000	any one Prosecution and in the Annual Aggregate
Statutory Defence Costs	1,000,000	any one Prosecution and in the Annual Aggregate
Statutory Fee for Intervention	10,000	any one Intervention and in the Annual Aggregate
Trailers and Containers	75,000	any one Occurrence
Combined single limit for the Public, Products and Pollution liability sections	5,000,000	any one insured event
Financial Loss Retroactive Date	17/07/2019	

EXCESS OR DEDUCTIBLES

Any applicable **Deductible, Excess** or **Time Excess** will apply in respect of any one occurrence unless otherwise stated

Section	Excess or Deductible	Amount	
Property	Deductible	1,000	any one Occurrence
Subsidence	Deductible	2,500	any one Occurrence
Flood	Deductible	1,000	any one Occurrence
Deterioration of stock	Time Excess	30	minutes
Specified Items	Deductible	●	any one Occurrence
Business interruption	Deductible	1,000	any one Occurrence
Loss of attraction	Time Excess	7	days
Supply utilities	Time Excess	24	hours
Denial of access	Time Excess	6	hours
Denial of access – non damage	Time Excess	12	hours
Public utilities – terminal ends	Time Excess	12	hours
Goods in transit	Deductible		any one Occurrence
Money	Deductible		any one Occurrence
Computer breakdown	Deductible Time Excess		any one Occurrence hours
Media management crisis costs	Deductible		any one Occurrence
Terrorism	Deductible		any one Occurrence
First Party Cyber, Technology And Communications Damage	Excess		any one Occurrence
Business Interruption and Extra Expense	Time Excess		hours
Third Party Cyber liability	Excess		any one Occurrence
Employers' Liability	Excess	NIL	
Public Liability Bodily Injury	Excess	NIL	any one Claim
Public Liability Damage to Property	Excess	1,000	any one Claim
Products Liability Bodily Injury	Excess	NIL	any one Claim
Products Liability Damage to Property	Excess	1,000	any one Claim
Financial Loss	Excess	2,500 or 10% whichever is the greater	any one Occurrence
Pollution Liability Bodily Injury	Excess	NIL	any one Claim
Pollution Liability Damage to Property	Excess	1,000	any one Claim
Event Cancellation	Excess		any one Claim
Abduction and Extortion	Excess		any one Claim
Confiscation and Deprivation	Excess		any one Claim
Employee Fidelity	Excess		any one Claim
Directors & Officers	Excess		any one Claim
Specified Legal Expenses	Excess		any one Claim except that where an Employment Dispute or Employment Compensation Award claim exceeds GBP 10,000 (ten thousand) co-insurance of 25% for the amount in excess of GBP 10,000 (ten thousand).

Appendix A – Additional Clauses

The following additional clauses are paramount and shall over-ride over any conditions in the policy wording or schedule that are inconsistent therewith.

Section	Special Condition
<p>Public Liability</p>	<p>The Data Protection Act 1998 (“DPA”) forming part of the ‘Extensions to Public, Products and Pollution Liability Sections’ is deleted and replaced with the following:</p> <hr/> <p>GDPR Defence Costs</p> <p>The Insurer shall indemnify the Insured in respect of the Insured’s legal liability under the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 (“GDPR”) to pay:</p> <ol style="list-style-type: none"> 1. compensation in respect of damage or distress as described in Article 82 of the GDPR, including claimants’ costs and expenses and prosecution costs awarded against the Insured; and 2. Defence Costs and Expenses in connection with a prosecution brought under Sections 108 - 110 of the Digital Economy Act 2017, provided that: <ul style="list-style-type: none"> the alleged offence was committed or alleged to have been committed during the Period of Insurance and in the course of the Insured’s business and the Insured has paid the fees in accordance with the terms of the Digital Economy Act 2017 and has taken all reasonable care to comply with the requirements of the GDPR. <p>However, this Extension shall not apply in respect of:</p> <ol style="list-style-type: none"> a. the payment of fines or penalties; or b. the costs of replacing, reinstating, rectifying or erasing, blocking or destroying any personal data; or c. liability arising from or caused by a fraudulent, dishonest, deliberate or intentional act or omission by any Employee or any person eligible for indemnity under this Extension, the result of which could reasonably have been expected by any Employee or any person eligible for indemnity under this Extension having regard to the nature and circumstances of such act or omission; d. liability arising from the recording, processing or provision of data or personal data for reward or to determine the financial status of any person; e. legal liability where indemnity is provided by any other insurance,
<p>Employer s’ Liability</p>	<p>The Data Protection Act 1998 (“DPA”) forming part of ‘Section -Employers Liability’ is deleted and replaced with the following:</p> <hr/> <p>GDPR Defence Costs</p> <p>The Insurer shall indemnify the Insured in respect of the Insured’s legal liability to an Employee under the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 (“GDPR”) to pay:</p> <ol style="list-style-type: none"> 3. compensation in respect of damage or distress as described in Article 82 of the GDPR, including claimants’ costs and expenses and prosecution costs awarded against the Insured; and 4. Defence Costs and Expenses in connection with a prosecution brought under Sections 108 - 110 of the Digital Economy Act 2017, provided that: <ul style="list-style-type: none"> the alleged offence was committed or alleged to have been committed during the Period of Insurance and in the course of the Insured’s business and the Insured has paid the fees in accordance with the terms of the Digital Economy Act 2017 and has taken all reasonable care to comply with the requirements of the GDPR. <p>However, this Extension shall not apply in respect of:</p> <ol style="list-style-type: none"> a. the payment of fines or penalties; or b. the costs of replacing, reinstating, rectifying or erasing, blocking or destroying any personal data; or c. liability arising from or caused by a fraudulent, dishonest, deliberate or intentional act or omission by any Employee or any person eligible for indemnity under this Extension, the result of which could reasonably have been expected by any Employee or any person eligible for indemnity under this Extension having regard to the nature and circumstances of such act or omission; d. liability arising from the recording processing or provision of data or personal data for reward or to determine the financial status of any person; e. legal liability where indemnity is provided by any other insurance.

<p>Property Damage (All Risks) and Business Interruption</p>	<p>Endorsement Reference: ZPRCOM0520</p> <p>Endorsement Title: Communicable Disease (Property - Absolute Exclusion)</p> <p>Endorsement Type: Exclusion</p> <p>The following clause is incorporated into and forms part of the 'Policy Exclusions' to this Policy.</p> <hr/> <p>Communicable Disease</p> <p>Notwithstanding any other provisions of this Policy to the contrary, the Insurer does not insure any loss, damage, cost, or expense caused by, arising out of, or attributable to a Communicable Disease. This exclusion applies to any Communicable Disease, whether occurring independently from, concurrently with, or in any sequence with, any other cause of loss or peril, whether insured or uninsured.</p> <p>This exclusion includes, but is not limited to, any loss, damage, cost, or expense incurred:</p> <ol style="list-style-type: none"> 1. to mitigate, remediate, repair, replace, prevent, suppress, control, clean-up, detoxify, remove, monitor, or test for any Communicable Disease; 2. due to the actual or perceived threat or fear of a Communicable Disease, including, without limitation, with respect to its incidence, spread, transmission, actual or perceived presence, or effect; 3. by the insured in response to the actions of governmental, military, or civil authority to mitigate, remediate, repair, replace, prevent, suppress, control, clean-up, detoxify, remove, monitor, or test for any Communicable Disease; or 4. as a result of a suspension of or change in business operations, including the operations of businesses other than the insured, caused by, arising out of, or attributable to a Communicable Disease, including, without limitation, with respect to its incidence, spread, transmission, actual or perceived presence, or effect. <p>This exclusion applies to all coverages, coverage extensions, additional coverages, global extensions, exceptions to any exclusion and other coverage grant(s).</p> <p>Definition</p> <hr/> <p>Communicable Disease</p> <p>means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"> 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or Property Damage, or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of Property Insured hereunder. <p>Furthermore the 'Disease, infestation, murder and defective sanitation' Extension forming part of Section – Business interruption to this Policy is deleted and replaced with the following:</p> <hr/> <p>Infestation, murder and defective sanitation</p> <p>The Insurer will indemnify the Insured for loss as covered by this Section in consequence of any of the following events:</p> <ol style="list-style-type: none"> 1. the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority; 2. any accident causing defects in the drains or other sanitary arrangements within a radius of 250 (two hundred and fifty) metres which causes restrictions on the use of the Premises on the order or advice of the competent local authority; 3. any occurrence of murder or suicide within a radius of 250 (two hundred and fifty) metres of the Premises; <p>provided that:</p> <ol style="list-style-type: none"> a. the Insurer shall only be liable for loss arising at those Premises which are directly subject to the incident; b. the Insurer shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above; c. the Insurer's maximum liability under this clause in respect of any 1 (one) incident shall not exceed the Sub-Limit stated in the Schedule.
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	For the avoidance of doubt all cover in relation to 'Notifiable Disease' including the definition is deleted and of no effect.
<p>Liability for Property Damage to Customers' Goods</p>	<p>Stillage</p> <p>Applicable to property damage to customers goods at the named storage locations set out in Appendix B insured under parts 1. and 2. of the Insuring Clause:</p> <p>It is a condition precedent to liability that all property shall be stored a minimum of 10cm (4 inches) above floor level in Specified Locations Used For Storage of Customers' Goods.</p> <p>Commercial Consideration Clause</p> <p>Notwithstanding that the legal liability of the Insured for loss of or damage to customers property may be excluded or restricted by the operation of the Insured's standard trading condition (Conditions of Carriage), if, for commercial considerations, the Insured wishes to assume a wider liability than such conditions the Insurer will pay such claim or claims up to but not exceeding GBP 5,000 any one incident and GBP 25,000 any one policy period.</p> <p>This extension only applies to the Insured's Business Activities as stated in this schedule and is subject always to the terms, conditions, exceptions and warranties contained in the Policy.</p> <p>In order for a claim to be presented under this clause, the Insured's customer must make up over 15% of their group turnover and such evidence provided to Insurers.</p> <p>The excess applicable in respect of this extension is GBP 1,000.</p> <p>In respect of carriage for Amazon</p> <p>Insurers shall not be liable for any loss or destruction of or damage to customers goods arising from theft or any attempt thereat whilst on or contained in any vehicle when left unattended, unless parked in a secure parking area, operating an access control system</p> <p>For the purposes of this clause, all of the following are deemed to be minimum acceptable criteria to be deemed a secure parking area:</p> <ul style="list-style-type: none"> a) Perimeter fencing b) CCTV and/or 24 hr Guard (consideration to be given to size of the site) c) Floodlighting d) Manned Entry/Exit or Access Control System <p>The above clause does not apply in respect of occasions where the Insured takes a comfort break or similar short stay proving that the vehicle is parked at a recognised and designated parking area for road hauliers and all doors shall be locked and windows and other means of access shall be securely closed and all security devices shall have been put into effect.</p> <p>Carrying / handling equipment</p> <p>Loss or damage to tarpaulin(s), sheets, ropes, security chains, dunnage, chocks, pallets, packing materials, straps, webbing straps, curtains, toggles belonging to the Insured whilst in the course of transit in the Insured's Vehicle. This extension is subject to a Sub Limit of GBP 25,000 for the total of all claims during the Period of Insurance and an Excess of GBP 1,000.</p> <p>Own Goods</p> <p>The Insurer will by payment (or at the Insurer's option by repair, reinstatement or replacement) indemnify the Insured for loss of or damage to goods occurring within the Territorial Limits during any Period of Insurance whilst in the ordinary course of transit by the Insured's own Vehicles provided that:</p> <ol style="list-style-type: none"> 1. for the purposes of this extension "goods" shall mean goods, equipment and/or merchandise, office contents, stock, exhibition equipment, plant, machinery and tools belonging to the Insured or hired, leased or loaned to the Insured and appertaining to the Business Activities shown as 'insured' in the Schedule. 2. the Policy Limit under this extension is GBP 10,000. 3. if at the time of any loss or damage the value of goods contained in or on any Vehicle exceeds the Policy Limit under this extension the Insured will be considered as being its own Insurer for the difference and shall bear a proportionate share of the claim accordingly. 4. in addition to the Policy Exclusions the Insurer will not be liable for; <ul style="list-style-type: none"> a) loss or damage arising as a result of packing which was inadequate to withstand normal handling during transit.

	<ul style="list-style-type: none"> b) wear and tear. c) mechanical, electrical or electronic breakdown, failure or derangement. d) loss or damage to mobile telephones and/or trailers and/or containers. e) goods carried for reward. f) loss of market, loss of profits, delay or any consequential loss of any nature whatsoever and howsoever arising. g) loss or damage caused by or arising from inherent vice. h) the Insured pay the Excess of GBP 1,000. 												
AS DISCRIBE D	<p>Cyber Attack Exclusion</p> <ol style="list-style-type: none"> 1. Subject only to Clause 2. below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. 2. Subject to the conditions, limitations and exclusions of the Policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm. 3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1. shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile. 												
AS DISCRIBE D	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Endorsement</td> </tr> <tr> <td style="width: 40%;">Endorsement Reference:</td> <td>ZPRCYD1221</td> </tr> <tr> <td>Endorsement Title:</td> <td>Cyber And Data (incorporating LMA5400)</td> </tr> <tr> <td>Endorsement Type:</td> <td>Exclusion</td> </tr> <tr> <td>Endorsement Number:</td> <td>Endorsement No</td> </tr> <tr> <td>Endorsement Effective Date:</td> <td>#</td> </tr> </table> <p style="text-align: center;">For the avoidance of doubt the provisions set forth in this endorsement shall have primacy and take precedence over any term stated in the Policy, irrespective of any terms stated in the Policy which may ordinarily suggest otherwise. In the event of any conflict the stated position and terms of this Endorsement shall take precedence over the Policy.</p>	Endorsement		Endorsement Reference:	ZPRCYD1221	Endorsement Title:	Cyber And Data (incorporating LMA5400)	Endorsement Type:	Exclusion	Endorsement Number:	Endorsement No	Endorsement Effective Date:	#
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Endorsement Effective Date:	#												
	<p>The 'Property Extensions' of this policy is amended to delete in its entirety the clause titled 'Computer Records Extension' and the clause titled 'Data media and electronic data processing equipment incompatibility'. However the Sub Limit, stated in the Schedule for Contents- Computer Records shall be the maximum the Insurer shall pay arising for the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation set forth in clause 3 of the Property & BI Cyber And Data clause below.</p>												
	<p>The 'Policy Exclusions' of this policy is amended to delete in its entirety the clause titled 'Electronic Data'.</p>												
	<p>The following Exclusion is incorporated into and forms part of the 'Excluded Causes For Sections Property, Business Interruption And Goods In Transit' ,such clause is applicable to the Property and Business Interruption Sections only, the <u>'Policy Exclusion- Cyber'</u> shall apply to the Goods In Transit section.</p> <p>Property & BI Cyber And Data</p> <ol style="list-style-type: none"> 1 This Policy or any endorsement thereto excludes any: <ol style="list-style-type: none"> a. Cyber Loss, unless subject to the provisions of paragraph 2; b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection 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, unless subject to the provisions of paragraph 3; <p style="padding-left: 20px;">regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to Property Insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act. 												

3	<p>Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will 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 the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.</p>
4	<p>In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
5	<p>This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.</p>
	<p>Definitions</p> <hr/> <p>Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection 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.</p> <hr/> <p>Cyber Act means 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.</p> <hr/> <p>Cyber Incident means: <ol style="list-style-type: none"> 1. 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 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System. </p> <hr/> <p>Computer System Means any computer, hardware, software, communications 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 the Insured or any other party.</p> <hr/> <p>Data means 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.</p> <hr/> <p>Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.</p>
	<p>The 'Policy Exclusions' of this policy is amended to delete in its entirety the clause titled 'Cyber' and insert the following:</p> <hr/> <p>Cyber</p> <p>The Insurer shall not be liable in respect of loss or liability arising in whole or in part, either directly or indirectly out of or from any actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost, or fine, or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:</p> <ol style="list-style-type: none"> 1. Cyber Occurrence; or 2. Cyber Incident; or 3. failure of any programme, instruction or data, for use in any computer or other electronic processing device equipment or system, to function in the way expected or intended; or 4. phone and voice transmission systems; or 5. Impersonation Fraud. <p>However, for any claims brought under Section Public, Products or Pollution liability only, this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:</p> <ol style="list-style-type: none"> a. any ensuing third party Bodily Injury (but this shall not include standalone mental injury, mental anguish or mental disease which is not resultant or arising from or in connection with a physical injury, death illness, or disease); or b. any ensuing Damage to or destruction of third party property;

	<p>resulting from or arising out of a Cyber Occurrence or a Cyber Incident.</p> <p>This exclusion will not apply to the GDPR Defence Costs Clause of the Extensions To Public, Products And Pollution Liability Sections and the following sections: Section- Employers' Liability, Section – Property Damage (all Risks), Section – Business Interruption and Section Cyber.</p>
	<p>The 'Extensions To Public, Products And Pollution Liability Sections' of this policy is amended to delete in its entirety the clause titled 'GDPR Defence Costs' and insert the following:</p> <hr/> <p>GDPR Defence Costs</p> <p>The Insurer shall indemnify the Insured in respect of the Insured's legal liability to an Employee under the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 ("GDPR") to pay:</p> <ol style="list-style-type: none"> 1. compensation in respect of damage or distress as described in Article 82 of the GDPR, including claimants' costs and expenses and prosecution costs awarded against the Insured; and 2. Defence Costs and Expenses in connection with a prosecution brought under Sections 108 - 110 of the Digital Economy Act 2017, provided that: <p>the alleged offence was committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's business and the Insured has paid the fees in accordance with the terms of the Digital Economy Act 2017 and has taken all reasonable care to comply with the requirements of the GDPR.</p> <p>The Insurer's liability under this extension, is subject to a sub-limit of GBP1,000,00 any one Claim and in the aggregate or such other limit as specified in the Schedule.</p> <p>However, this Extension shall not apply in respect of:</p> <ol style="list-style-type: none"> a. the payment of fines or penalties; or b. the costs of replacing, reinstating, rectifying or erasing, blocking or destroying any personal data; or c. liability arising from or caused by a fraudulent, dishonest, deliberate or intentional act or omission by any Employee or any person eligible for indemnity under this Extension, the result of which could reasonably have been expected by any Employee or any person eligible for indemnity under this Extension having regard to the nature and circumstances of such act or omission; d. liability arising from the recording processing or provision of data or personal data for reward or to determine the financial status of any person; e. legal liability where indemnity is provided by any other insurance.

Appendix B – Specified Locations Used For Storage of Customers' Goods

In respect of the Liability for Property Damage to Customers Goods Section, the following locations have been declared and are included under this Policy.

N.	Location Name and Address	Post Code	Country	Maximum Limit Any One Claim
1	Unit 4 & 5, Fishwicks Industrial Estate, Baxters Lane, St. Helens, Merseyside	WA9 3NA	United Kingdom	225,000
2	Unit 4, Wilcock Road, Old Boston Trading Estate, Haydock. St Helens, Merseyside	WA11 9SR	United Kingdom	500,000

Appendix C – Bespoke Customer Contracts Minimum Criteria

In respect of the Liability for Property Damage to Customers Goods Section and the Assumed Contractual Liability for Financial Loss Section, the following minimum criteria must be included in any Bespoke Contract if it is not listed as approved by the Insurer under Appendix D

Criteria	Specific requirements

Customer Goods Valuation	The Insured shall not accept liability for Property Damage to Customers Goods where the liability exceeds the cost to replace the goods.
Reasonable Skill and Care	The Insured shall not accept liability for losses that are not caused by the Insured's failure to exercise reasonable skill and care.
Force Majeure.	Bespoke Customer Contracts must include a clause providing, in material effect, that the Insured is not liable to the extent that the Insured is prevented from performing services as a result of a Force Majeure event. A Force Majeure event is defined as any circumstances beyond the reasonable control of the Insured.
Aggregate limit of liability	Bespoke Customer Contracts must include a clause providing, in material effect, that the Insured's annual aggregate liability under the contract is limited to an amount not exceeding GBP/EUR/USD 500,000

Appendix D – Approved Bespoke Customer Contracts

In respect of the Liability for Property Damage to Customers Goods Section and the Assumed Contractual Liability for Financial Loss Section, the following contracts have been declared and are included under this Policy.

Contract/reference	Name of contract and/or contractual entity	Operative Insured Sections applying to contract

Appendix E – Endorsements

N.	Effective Date	Termination Date	Annual Additional Premium & Tax	Pro-Rata Additional Premium & Tax	Applicable Section, Coverage Change / Extension

Appendix F – Overseas Subsidiaries: Schedule of Operative Countries

The following insured entities have been declared and are included under this Policy:

N	Country	Insured Entity	Basis of cover	Section -		Section -		Section -		Section -		Section -		Section -	
				Operative	Premium / Tax	Operative	Premium / Tax	Operative	Premium / Tax	Operative	Premium / Tax	Operative	Premium / Tax	Operative	Premium / Tax