



AXA Insurance UK plc  
 Axa Commercial - Ipswich  
 PO Box 7061  
 WILLENHALL WV1 9ZQ

Marlow Gardner & Cooke Ltd  
 Boon Court  
 Papyrus Road  
 Werrington  
 Peterborough PE4 5HQ

Agency: NH 6272915      Broker Ref: JOHN TIVEY

Form No.....: CB050F  
 Underwriter....: SA  
 Date of Issue...: 12/06/23  
 Effective Date.: 1/07/23  
 Renewal Date...: 1/07/24

Renewal Prem:  
 (excluding Insurance Premium Tax)

**SCHEDULE: Commercial Combined**

Replaces Policy: X7586052

Policy No.: NH COM 996689

Insured...:  
 G Webb Haulage Limited

Payable by Budget Plan  
 Budget Plan Ref: 377314 H

The Transport Depot, Station Road,  
 Longstanton  
 Cambridge  
 Cambridgeshire CB24 3DS

Insurance Premium:  
 Insurance Premium Tax:  
 Total Amount Payable:

Business...: As Defined Below

**BUSINESS DESCRIPTION**

General haulage including carriage of plant and machinery, sale supply and processing of aggregates; limestone excavation at ground level and land restoration/reclamation; plant hire and property owners

**INSURANCE PREMIUM TAX (IPT): This has been charged at the current rate**

**Reason for Issue: Renewal**

ELTO: If Employers Liability cover is included please provide Insured's Employer Reference Number (ERN). Please also provide an ERN for each subsidiary included on the policy.

Important helplines  
 Please note the following changes to your legal and tax advice and emergency helplines.

Legal and tax advice helpline 0330 024 5346  
 Our confidential legal and tax advice helpline. Please quote AXA Commercial when you call.

Emergency helpline 0330 024 5346  
 Our 24 hour emergency helpline. Please quote AXA Commercial when you call. We will provide details of reputable contractors who will be able to help if connected to a potential claim.

Calling the helpline does not constitute notification of an insurance



**EMPLOYERS LIABILITY SECTION**

**COVER DETAILS**

**LIMIT OF INDEMNITY** - £10000000 any one event.

**DESCRIPTION OF ESTIMATE** **ESTIMATE**

Payments to employees engaged in :-

Clerical work (including commercial travellers and managerial employees who do not engage in manual labour)

Driving

Drivers at Wicken & South Witham

Mechanics

**ENDORSEMENTS**

**F01 PREMISES DESCRIPTION**

The Premises occupied by the Insured are :-

- (a) The Transport Depot, Station Road, Longstanton, Cambridge, CB24 3DS
- (b) Pitts Farm, High Street, Little Paxton, Cambs PE19 6HD
- (c) Stowmarket, Bury St Edmunds IP14 2AE
- (d) Moor Barn Farms, Madingley, CB23 7PG
- (e) Dimmocks Cote Quarry, Wicken, Cambs CB7 5XL
- (f) South Witham Quarry, Mill Lane, South Witham, Grantham NG33 5QL

**M01 MANSLAUGHTER COSTS EXTENSION**

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or



culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy

- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

**TR1 WAR, CIVIL WAR, POLITICAL RISK AND TERRORISM LIMITATION CLAUSE (£5m)**

The liability of the Company under this insurance for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Clause, "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion



assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Clause, "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political , religious , ideological or similar purposes.

**PUBLIC LIABILITY SECTION**

**COVER DETAILS**

**LIMIT OF INDEMNITY**

Part 1 - PUBLIC LIABILITY - £5000000

Part 2 - PRODUCT LIABILITY - £5000000 in any one period of insurance.

**DESCRIPTION OF ESTIMATE**

**ESTIMATE**

Payments made to :-

Sale of Aggregates and Materials

The Insured for plant hired out subject to the Contractors Plant Association Conditions of Contract

Turnover in respect of :-

Drivers

Bona-fide subcontractors engaged in manual work away from the Insured's premises

Drivers at Wicken Site & South Witham



## ENDORSEMENTS

### AS1 ASBESTOS EXCLUSION - PUBLIC / PRODUCT LIABILITY

The indemnity under the Public Liability and/or Product Liability Sections of this policy will not apply to legal liability directly or indirectly arising from or contributed to by

- A) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- B) the presence of asbestos in any building and/or structure and/or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos

It is further agreed that this insurance shall not apply to

- i) any obligation to defend any claim proceedings or suit brought against the Insured
- ii) costs or expenses of whatsoever nature

as a result of any matter referred to in paragraphs A) or B) above

The term asbestos shall include asbestos asbestos fibres derivatives of asbestos or any substance or compound containing asbestos or asbestos waste

### CD1 Cyber and Data exclusion

The following is added as a General Exclusion to the Public and Product Liability Section of this policy

The indemnity will not apply to legal liability directly or indirectly caused by contributed to by resulting from or arising out of or in connection with

- a) 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
- b) loss of use reduction in functionality repair replacement restoration reproduction loss or theft distortion erasure



corruption or alteration of any Data including any amount pertaining to the value of such Data

This exclusion shall not apply to claims

- i) for Injury
- ii) for physical damage to material property
- iii) submitted under the Data Protection Cover of this Policy

directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident

For the purposes of this exclusion the following definitions shall apply

**Computer System**

any computer, hardware, software, firmware, programmes, operating systems, communications systems, electronic device, server, cloud or microcontroller including any similar system and any associated input, output, data storage device, networking equipment or back up facility

**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
- b) 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

**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

**D01 Data Protection Act**

Data Protection Act 1998, is cancelled, and replaced by

**Data Protection Act**

The company will indemnify the insured in respect of liability arising under the Data Protection Act 2018 ("Act") or any subsequent legislation amending revising or replacing such Act occurring during the period of insurance as a result of

- a) holding personal data
  - b) any loss misuse or unauthorised disclosure of personal data held by the insured
- in the course of the business.

Provided that the company will only pay



- a) compensation which the insured is ordered to pay or which the insured might reasonably be expected to pay by a court having jurisdiction
- b) if the process of registration under the above Act has been commenced or completed by the insured and the application has not been refused or withdrawn within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The company shall not be liable in respect of

- a) fines or penalties imposed by a court
- b) the costs of any appeal against the refusal of an application for registration or alteration in connection with the Data Protection legislation or any enforcement de-registration or prohibition notice
- c) the recording or provision of data for reward or for determining the financial status of any person
- d) the cost of replacing reinstating rectifying or erasing any personal data
- e) the refund of monies paid to the insured by any claimant
- f) any liability which arises as a result of a deliberate act or omission of the insured and which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission
- g) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- h) libel, slander or defamation
- i) liability for which cover is provided under any other more specific insurance.

The total liability of the company including all costs and expenses in this respect shall not exceed £1,000,000 during any one period of insurance.

#### F01 THE PREMISES

The Premises occupied by the Insured are :-

- (a) The Transport Depot, Station Road, Longstanton, Cambridge, CB24 3DS
- (b) Pitts Farm, High Street, Little Paxton, Cambs PE19 6HD
- (c) Stowmarket, Bury St Edmunds IP14 2AE
- (d) Alconbury Airfield
- (e) Moor Barn Farms, Madingley, CB23 7PG
- (f) Dimmocks Cote Quarry, Wicken, Cambs, CB7 5XL

#### G01 COVER AMENDMENT CLAUSE

The following amendments are made to the Public and Products Liability Section of the Policy

##### 1 Data Protection Act

The Company will indemnify the Insured (and at the request of the Insured any director partner or Employee of the Insured) in respect of

- (a) the Insured's legal liability under sections 22 and 23 of the Data Protection Act 1984 to pay compensation for damage and distress



- (b) all costs and expenses incurred with the Insured's written consent

Provided that

- (i) the Insured is a registered user or has applied to the Data Protection Registrar for registration
- (ii) the Insured is not in business as a computer bureau
- (iii) The indemnity will not apply to legal liability
  - (a) arising from the recording or provision of data for reward or for determining the financial status of a person
  - (b) arising out of any act of fraud or dishonesty
- (iv) the liability of the Company in respect of compensation payable and all costs and expenses incurred with the written consent of the Company as a result of all occurrences during any one Period of Insurance shall not exceed the sum of £100,000

## 2 Professional Risks Exclusion

The indemnity will not apply to legal liability in connection with any breach of professional duty arising from any act error or omission committed by or on behalf of the Insured in a professional capacity

### M01 MANSLAUGHTER COSTS EXTENSION

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or





culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy

- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

#### TR7 TERRORISM COVER AMENDMENT CLAUSE (2005)

This cover amendment clause replaces any existing Public Liability War and Terrorism Cover Amendment Clause(s) applicable to this Policy prior to the effective date of this Endorsement.

The insurance provided by this Policy/Section is subject to the following Terrorism Limitations:

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.



**X01 EXCESS AMENDMENT CLAUSE**

This Policy shall not apply to the first £500 of each and every occurrence in respect of loss or damage to property

This does not replace any higher amount for which the Insured is responsible specified elsewhere in the Policy or Schedule

**Y2K DATE RECOGNITION EXCLUSION CLAUSE**

This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

**029 PLANT AND EQUIPMENT HIRERS CONDITIONS**

It is a condition precedent to liability under this insurance that all items of mechanical plant and/or equipment hired out by the Insured are hired to the customer subject to the general conditions for the hiring of plant recommended by the Contractors Plant Association or any other form which has been approved in writing by the Company and such conditions shall not be varied without the Company's written consent

**030 PROPERTY OWNERS EXTENSION CLAUSE - SPECIFIED PREMISES**

This Policy shall also apply in respect of the ownership by the Insured of the undernoted premises

Parcel of land listed as Enclosure 600A, Station Road, Willingham, Cambridgeshire, CB24 5HQ

used as amenity land and comprises 0.82 hectares/2.03 acres

**050 HAULIERS-LIVESTOCK EXCLUSION**

The indemnity will not apply to legal liability arising out of the haulage of livestock



**051 HAULIERS-ROAD TANKER EXCLUSION**

The indemnity will not apply to legal liability arising out of the operation of road tankers

**078 SUB-CONTRACTORS INSURANCE CLAUSE**

It is a condition of this Policy that the Insured shall check that all sub-contractors appointed by the Insured hold a current Public Liability insurance which provides cover equivalent to that provided under this policy

**984 NOTICE TO POLICYHOLDERS**

Your attention is drawn to the following revised wordings which may not have been applicable in your previous Policy This is a summary only and whilst it is intended to highlight some of the key changes it is not exhaustive and other alterations may also apply Please refer to the Policy for full details (if we have specifically agreed to provide additional insurance for any of these risks details will be shown on this Schedule)

The Territorial Limits exclude Offshore

Loss or damage is restricted to "Material" Property

For cover to operate under the Public Liability Section in respect of Liability assumed by you under an agreement the conduct and control of claims will be vested in the Company (the Products Liability section if operative continues to exclude contractual liability)

Work on and Products supplied to Aircraft are excluded

Work "Airside" is excluded

There is an exclusion in respect of known exports to the USA and Canada

Where cover is provided for exports to the USA and Canada the Limit of Indemnity includes all additional Costs and Expenses and there is no cover in respect of punitive exemplary or aggravated damages or fines or penalties

There is a Fire Precautions Condition in respect of the Use of Heat (including Angle Grinders) away from your premises

A minimum excess of £100 will apply to damage to property unless otherwise stated

Please examine your Policy and advise your Insurance Advisor if it does not meet with your requirements



PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS