



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.....: TR073F  
 Underwriter....: CN  
 Date of Issue...: 14/06/22  
 Effective Date.: 1/07/22  
 Renewal Date...: 1/07/23

Renewal Prem:  
 (excluding Insurance Premium Tax)

**SCHEDULE: Goods in Transit**

Policy No.: NH GIT 1097651

Insured...:  
 G Webb Haulage Ltd

Transport Depot  
 Station Road, Longstanton  
 Cambridge  
 Cambridgeshire CB24 3DS

Business...: As defined below

Payable by Budget Plan  
 Budget Plan Ref: \* 377314 H

Insurance Premium:  
 Insurance Premium Tax:  
 Total Amount Payable:

The business of the Insured is General Haulage Processing and  
 Sale of Aggregates Plant Hire and Vehicle Servicing

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

**Reason for Issue: Renewal**

**IMPORTANT NOTICE TO POLICYHOLDERS**

The Insurance Act 2015

The Insurance Act 2015 introduced a number of reforms effective from 12th August 2016. AXA Insurance UK plc has already started to implement this in terms of claims handling and this notice contains the following endorsement which is incorporated into and forms part of the policy.

**Endorsement**

**INSURANCE ACT CHANGES TO POLICY CONDITIONS**

With effect from your renewal date the insurance provided by this policy is subject to the following clauses which will override and replace any conditions in the policy to the contrary.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

Application of Warranties



1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word "warranty" or "warranted" wherever it may appear in your policy shall be construed as a suspensory condition. This means that we will have no liability under the policy to indemnify you after the term has been breached until the breach is remedied by you.

#### Conditions Precedent

We will not rely on breach of a condition precedent to decline a claim if that condition was designed to reduce a loss of a particular kind at a particular location and/or at a particular time and you are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### Fraudulent claims

If any fraud is committed by you in relation to a claim under the policy then we will not pay that claim. We also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

#### Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal. If you do not comply with this condition then

1 If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums, or

2 If the failure to make a fair presentation of the risk is not deliberate or reckless and we would not have provided cover had you made a fair presentation, then we can elect to make your policy void and return your premium or

3 If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then we can:

(a) reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or

(b) treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you made a fair presentation.

4 Where we elect to apply one of the above then

(a) if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal

(b) we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal

(c) we will treat the policy as having different terms imposed from



the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

#### Sanctions laws

The Sanctions condition is also applied to your policy by the following endorsement which is incorporated into and forms part of the policy. This has been introduced to all policies and relates to legal sanction, prohibition or restriction under United Nations resolutions.

#### Endorsement

##### SANCTIONS CONDITION

With effect from your renewal date the insurance provided by this policy is subject to the following clause.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

With effect from your renewal date this contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Important Information

In response to changes in market practice we have applied a Disease exclusion to your policy.

Please read the endorsement that has been added to your policy carefully so that you can understand the change that has been made.

For a more detailed explanation of the change, please see our Coronavirus hub which can be found at:

<https://www.axaconnect.co.uk/coronavirus-hub/>  
Your Broker will be able to help you with any queries you may have with regard to your cover.

#### FAIR PRESENTATION OF RISK AT RENEWAL

The details contained in your renewal schedule are based on the information you have provided to us.

You must make a fair presentation of the risk and if you do not tell us about any changes or fail to advise us of any inaccuracies or omissions, your policy may not protect you in



the event of a claim.

You must tell us any information that may influence us in offering this renewal and the terms provided. If you are not sure if something is important or relevant you should tell us about it. Relevant information is something that could affect our decision to renew your policy or affect the terms of your policy.

**COVER DETAILS**

**BASES OF COVER**  
(As detailed in your policy)

**Means of Conveyance**

Vehicles Operated by You or Your Subcontractors.

**Class of Traffic**

All Traffic

A B G

Sum Insured

Limit £33800

**Class of Traffic**

Transporting plant and machinery

A C

Sum Insured

Limit £300,000

C.M.R. LIMIT - £250000  
LIMIT ONE EVENT - £500000  
ALL OTHER CLAIMS EXCESS - £100

**ESTIMATES**

**CATEGORY/CLASS**

Haulage turnover

Subcontractors Traffic

Own goods extension

Transporting plant and machinery

**POLICY MINIMUM PREMIUM - NIL**

**EXTENSIONS IN FORCE - NONE**

**SPECIAL CLAUSES IN FORCE - NONE**



## ENDORSEMENTS

### DE5 Goods in Transit for Haulage Contractors Disease Exclusion

The following Exclusion is added to the General Exclusions of this Policy.

Notwithstanding any provision to the contrary within this Policy no cover is provided under this Policy for any loss damage claim cost or expense of whatsoever nature directly or indirectly caused contributed to by, resulting from, arising out of or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms conditions and exclusions contained in this Policy this Policy will cover physical damage to Property insured and any Time Element Loss directly resulting therefrom where such physical damage or Time Element Loss is covered by this Policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

#### Definitions

For the purposes of this Exclusion the following Definitions shall apply.

"Communicable Disease" shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- (i) 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 and
- (ii) 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 and
- (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

"Time Element Loss" shall mean business interruption, contingent business interruption or any other consequential losses.



**F01 EXTENSION CLAUSE**

The insurance by Extension 109 - Own Goods Extension - shall extend to include goods and tools in transit within the territorial limits by Hauliers

Special Clause A does not apply to this extension

**109 OWN GOODS EXTENSION**

We agree to insure loss of or damage to goods and tools belonging to you or for which you are responsible carried by you on your vehicles in connection with your business as Aggregate Suppliers

Insurance applies anywhere in or between the United Kingdom Channel Islands Isle of Man and the Republic of Ireland whilst the goods and tools are in transit

Special Clause A (exclusion of overnight theft cover unless in locked premises) applies

An excess of £50 applies to this extension

This extension does not cover any consequential or indirect loss

The maximum amount payable under this extension is £5000

**827 EXCESS CLAUSE**

In respect of the undernoted traffic an Excess to the value of 1% of the amount of Any One Event subject to a minimum Excess of £250 and a maximum Excess of £2750

Transportation of Plant and Machinery

**PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS**