

## Statement of Cover

**POLICY HOLDER / INSURED** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**ADDRESS** Batemans Farm  
Great Leighs

Chelmsford  
Essex

**POSTCODE** CM3 1PU

### BUSINESS DESCRIPTION

recycling & sales of aggregates & concrete, quarry owner & operator, concrete production and groundworkers, Property Owner, Haulage Contractor

## Your Covers

Section of Cover	Cover Insured	Insurer / Provider
Freight & Hauliers Liability (Goods in Transit)	Yes	RSA
Commercial Legal Expenses	Yes	Markel International Insurance Company Limited
Property	Yes	RSA

## Schedule

**INSURED** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**SECTION** Freight & Hauliers Liability

**INSURER** RSA

### PERIOD OF INSURANCE

**FROM** 11 April 2022

**TO** 10 April 2023

**Policy Wording** Policy Wording UKC04983 applies

**Policy Limit** £350,000.00

<b>Section Limit</b>	Cargo & Liability Extensions	£350,000.00	
	Insured Trailers	£0.00	
	Errors & Omissions	£250,000.00	in the aggregate

### Excess

£50 Full Responsibility cover up to a Maximum Sub-limit of £12,500 each and every claim  
£250 all other circumstances, each and every claim.  
Unless qualified on subsequent page.

### Section 1 - Cargo Liability and Extensions Insured

**Insured Services:** Road Transport

<b>Insured Contracts</b>	<b>Sub-limit</b>	<b>Turnover</b>	<b>Geographical Limit</b>
Full Responsibility	£300,000 per vehicle	£100,000.00	British Isles

**Insured Services:** Warehousing Not Insured

### Section 2 - Insured Trailers Not Insured

### Section 3 - Errors and Omissions

Road Transport	Insured
Warehousing	Not Insured

## Endorsement

**INSURED**

G &amp; B Finch Ltd &amp;/or G &amp; B Finch Holdings Ltd

**POLICY NUMBER**

CHI042019/000230

**SECTION**

Freight &amp; Hauliers Liability

**INSURER**

RSA

**PERIOD OF INSURANCE****FROM**

11 April 2022

**TO**

10 April 2023

**FHL24 Own Motive Power**

Exclusion 3. H) is restated as follows:

You are not covered for Cargo whilst being driven under its own motive power except whilst being loaded onto or off-loaded from any Vehicle or Conveyance For the purposes of this extension the expression:

- 1) "loaded onto" shall mean the movement of the Cargo directly onto the conveying Vehicle from the point of collection at the consignors premises.
- 2) "off-loaded" shall mean the movement of the Cargo directly from the conveying Vehicle to the point of delivery within the premises of the consignee.

You are not covered for claims in respect of any third party liability and/or Road Traffic Act Liability.

**FHL26 – Theft Exclusions**

You are not covered for claims for theft of Thief Attractive Cargo

A) whilst in the care, custody or control of any agency driver or Subcontractors

B) when not Attended unless at the time of the theft such Cargo was:

- 1) contained in a building (whether or not loaded in or on a Vehicle) which was securely closed and locked or
- 2) loaded in or on a Vehicle:
  - A) to which all doors, windows and other openings were closed and securely locked, any security devices or systems were set in operation and from which all keys had been removed and
  - B) which was parked within a walled or fenced compound to which entry and exit was controlled by professional on-site security guards.

**FHL37 Exclusion 25 – Communicable Disease**

Exclusion 25 is added to the Policy as follows:

**25. COMMUNICABLE DISEASE**

A. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, 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.

B. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily

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**SECTION**

Freight &amp; Hauliers Liability

**INSURER**

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3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

## Schedule

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

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**SECTION** Towergate Insurance Legal +

**INSURER** Markel International Insurance Company Limited

### PERIOD OF INSURANCE

**FROM** 11 April 2022 **TO** 10 April 2023

**BUSINESS DESCRIPTION** recycling & sales of aggregates & concrete, quarry owner & operator, concrete production and groundworkers, Property Owner, Haulage Contractor

**Token Code:** 88uBu8DD

Your Sections of cover	The most that we will pay any one claim	1. Excess for our choice of representative	2. Excess if you are able to choose your own representative	Insured / Not Insured
Employment disputes	£250,000	£0	£1,000	Insured
Employment compensation awards	£250,000	£0	£1,000	Insured
Property and landlord and tenant disputes	£250,000	£0	£1,000	Insured
Criminal defence	£250,000	£0	£1,000	Insured
(Interview under caution)	£2,500	£0	£1,000	Insured
Tax protection	£250,000	£0	Not applicable	Insured
(Aspect enquiry)	£250,000	£1,000	Not applicable	Insured
(Current tax year enquiry)	£1,000	£0	Not applicable	Insured
Regulatory compliance	£250,000	£0	£1,000	Insured
Court attendance costs	£1,000	£0	Not applicable	Insured
Employee extra protection	£250,000	£0	£1,000	Insured
Crisis communication	£10,000	£0	Not applicable	Insured
Restrictive covenant cover	£250,000	£0	£1,000	Insured
Negotiation cover	£5,000	£0	Not applicable	Insured
Transport disputes	£250,000	£0	£1,000	Insured
Contract disputes	£250,000	£0	£1,000	Insured
Construction contractors disputes	£250,000	£1,000	£2,000	Not Insured

The most that we will pay for all claims in the period of insurance £1,000,000

**Territorial limits**  
 Contract disputes - EEA  
 Criminal defence - EEA  
 Property and landlord and tenant disputes - EEA  
 Personal injury - EEA  
 All other Sections of cover - UK

**Minimum sum in dispute**  
 Contract disputes - £1,000  
 Construction contractors disputes - £5,000

**Maximum construction project value** **Contracts for construction and repairs** £500,000

**Endorsements** In a claim under **Criminal defence** where the subject matter of the claim is either:  
 · Corporate Manslaughter  
 · Gross Negligence Manslaughter  
 · Health and Safety at Work  
 and different **representatives** are required to represent **you**, and **your employees**, directors or partners, a separate **any one claim** limit of indemnity will apply to the **claim by you** and the **claim by your employees**, directors or partners.

## Schedule

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**SECTION** Towergate Insurance Legal +

**INSURER** Markel International Insurance Company Limited

### PERIOD OF INSURANCE

**FROM** 11 April 2022

**TO** 10 April 2023

**BUSINESS DESCRIPTION** recycling & sales of aggregates & concrete, quarry owner & operator, concrete production and groundworkers, Property Owner, Haulage Contractor

Representative	Claim type	Representative	Representative if there is no conflict
	Transport disputes	Backhouse Jones	Hill Dickinson
	Criminal defence - vehicle related <b>only</b>	Backhouse Jones	Hill Dickinson
	Contract disputes - Freight related <b>only</b>	Hill Dickinson	Wightmans
	<b>All other claims</b> Markel Panel		

**Towergate Legal + Legal Helpline and Claims Line - 0345 618 8198**

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**Authorised**



Underwritten by Markel International Insurance Company Limited

## Schedule

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**SECTION** Property Insurance

**INSURER** RSA

**PERIOD OF INSURANCE**

**FROM** 11 April 2022

**TO** 10 April 2023

The Covers available for our Property Damage and Business Interruption Insurances are as follows:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Fire Explosion Lightning Aircraft | 7. Sprinkler Leakage           |
| 2. Earthquake                        | 8. Theft                       |
| 3. Riot and malicious persons        | 9. Subsidence                  |
| 4. Storm or Flood                    | 10. Any other accident         |
| 5. Escape of Water                   | 11. Glass                      |
| 6. Impact                            | 12. Specified Items: All Risks |

It is important to note that the Covers excluded are Specified on the Schedule For the full definition of the Policy Coverage please refer to the Policy Wording

If there are any additional Policy-level Clauses and/or Endorsements applicable, these are shown in the 'Endorsements' section below

**Property Damage Insurance**

**Business Premises** Batemans Farm, Great Leighs, , Chelmsford, Essex, United Kingdom, CM3 1PU

**Covers not insured**

Please refer to 'Endorsements' section below for details of any Covers not insured

Property Insured	Declared Value	Sum Insured
Buildings	£1,200,000.00	£1,380,000.00
Fuel Tanks	£0.00	£0.00

**General Contents**

Property Insured	Declared Value	Sum Insured	Theft Cover
Contents	£0.00	£0.00	Not Insured
Fuel Tank Contents	£0.00	£0.00	Not Insured
Tools on Premises	£0.00	£0.00	Not Insured
Static Plant in Open	£150,000.00	£172,500.00	Insured
Mobile Plant in Open	£0.00	£0.00	Not Insured

**Stock**

Not Insured

**Rent**

Not Insured

**Business Interruption Insurance**

Not Insured

## Schedule

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**SECTION** Property Insurance

**INSURER** RSA

**PERIOD OF INSURANCE**

**FROM** 11 April 2022

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### Property Damage Insurance

**Business Premises** Asheldham Quarry, Tillenham Road, Asheldham, Asheldham, , United Kingdom, CM0 7JD

#### Covers not insured

Please refer to 'Endorsements' section below for details of any Covers not insured

Property Insured	Declared Value	Sum Insured
Buildings	£270,000.00	£310,500.00
Fuel Tanks	£0.00	£0.00

#### General Contents

Property Insured	Declared Value	Sum Insured	Theft Cover
Contents	£0.00	£0.00	Not Insured
Fuel Tank Contents	£0.00	£0.00	Not Insured
Tools on Premises	£0.00	£0.00	Not Insured
Static Plant in Open	£250,000.00	£287,500.00	Insured
Mobile Plant in Open	£0.00	£0.00	Not Insured

#### Stock

Not Insured

#### Rent

Not Insured

#### Business Interruption Insurance

Not Insured



## Schedule

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

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**SECTION** Property Insurance

**INSURER** RSA

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**Specified Items - 'All Risks'**

Not Insured

**Business Interruption Insurance**

Not Insured

**Money**

	<b>Limit of liability any one loss</b>
1A) Money in the Policyholder's Premises during Working Hours or in Transit	£5,000
1B)1) Money in the Policyholder's Premises out of working Hours: In specified locked safes or strong rooms	Not Insured
1B)2) Money in the Policyholder's Premises out of Working Hours: in all other locked safes or strong rooms	£2,000.00

**Personal Injury (Robbery)**

Number of units 5

**Terrorism**

Not Insured

**Property Damage and Business Interruption Insurance – Policyholder's Contribution**

Except as otherwise stated, the Policyholder's Contribution as shown below shall apply:

**Cover (if insured)**

Subsidence **Policyholder's Contribution** £1,000

**Property Insured**

Mobile plant in the open **Policyholder's Contribution** £500

**Money**

Money on premises / in transit / in own safe **Policyholder's Contribution** £50

**All other claims**

All other claims **Policyholder's Contribution** £350

## Endorsement

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**SECTION** Property Insurance

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**PROP1**

The following applies to the Property Damage Insurance and Business Interruption Insurance and Money Insurance sections

**Minimum Standards of Security Condition Precedent**

This clause applies to the Property Damage Insurance and Business Interruption Insurance and Money Insurance sections of this Policy.

It is a condition precedent to any liability of the Company in respect of Damage by Theft under:

- 1)Property Damage Cover 8 A)i) - entry to or exit from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means,
- 2)Money Item 1 B) – Money in the Policyholders Premises out of Working Hours,

that the Policyholder shall have implemented the following security measures **with effect from 60 days from the inception of cover.**

A)The final exit door of the Business Premises must be secured with one of the following

- 1) for timber or steel framed doors a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621,
- 2) for aluminium or UPVC framed doors a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points,
- 3) irrespective of the door construction a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturers corresponding locking bar.

B) All external doors and all internal doors giving access to any part of the building not occupied by the Policyholder for the purpose of the Business must be secured with either:

- 1)any of the locking arrangements specified in A) above according to the construction of the doors,  
OR
- 2) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.

C) Where any of the doors described in A) or B) above are of double leaf construction:

- 1) the first closing leaf must be secured with two key operated security bolts fitted internally, and shooting vertically one at the top and the other at the bottom of the door,

AND

2) the final closing leaf must be secured with either:

- i) any of the locking arrangements specified in A) above according to the construction of the doors,  
OR
- ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.

D)All ground floor and basement opening windows/skylights and readily accessible opening

## Endorsement

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windows/skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

Readily accessible windows are those that can be reached from the ground without the use of a ladder or via extension balconies downpipes external staircases and fire escapes canopies outbuildings garages walls nearby trees or roofs adjoining or next door premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars grilles locked gates shutters expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured whenever the Business Premises are unoccupied by means of a device suitable for use in emergency escape situations.

### Interpretation

For the purpose of this condition Business Premises shall mean that part of the Premises occupied by the Policyholder for the purposes of the Business described in the Schedule.

### PROP5 - The following applies to the Property Damage Insurance section Theft of Property from Vehicles – Specified Items: All Risks

This clause applies to the Property Damage Insurance section of this Policy

It is a condition precedent to any liability of the Company for Damage by Theft that any vehicle operated by the Policyholder which is not individually attended by the driver or some other competent person authorised by the Policyholder must be either alarmed and/or kept within a locked Building or compound, with keys kept away from the premises.

Items must be kept within a locked boot or out of sight with all security and locking devices in place.

### PROP7

### The following applies to the Property Damage Insurance and Business Interruption Insurance sections Portable Heater Condition Precedent

This clause applies to the Property Damage Insurance and Business Interruption Insurance sections of this Policy.

It is a condition precedent to any liability of the Company for Damage by Fire that any portable heaters:

- Are not to be sited in passageways and other places where they are liable to be overturned or subject to mechanical damage
- Are not to be sited in areas where flammable atmospheres are habitually or intermittently present
- Are not to be sited on combustible floors or surfaces
- Are to be kept clear of combustible materials and be provided with a guard to maintain a clear space of at least 1 metre
- Must have an automatic cut-off switch
- Must carry a valid CE mark

## Endorsement

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

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**INSURER** RSA

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### External Combustibles Condition Precedent

This clause applies to the Property Damage Insurance and Business Interruption Insurance sections of this Policy.

It is a condition precedent to any liability of the Company for Damage by Fire that all combustible Property or waste is situated a minimum of 10 metres away from the perimeter of the Building.

### Use of Oxy-acetylene equipment and Industrial Gas cylinders

This clause applies to the Property Damage and Business Interruption sections of this policy

It is a condition precedent to any liability of the Company for Damage by Fire that

A) all Industrial Gas and Oxy-acetylene cylinders must be transported in an upright position using a trolley or other proprietary equipment.

and

B) all Industrial Gas and Oxy-acetylene cylinders must be against a wall, fixed bench or other secure anchorage point when in use

### Waste Removal – Condition Precedent

This clause applies to the Property Damage Insurance and Business Interruption sections of this Policy

It is a condition precedent to any liability of the Company for Damage by Fire that

A) all trade and process waste and refuse will be removed daily from any Buildings

and

B) all oily and / or greasy waste and cloths will be kept in metal receptacles and removed from any Buildings every night

All external waste storage to be within a location physically secure against unauthorised interference

## Endorsement

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

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**PROP11 - The following applies to the Property Damage Insurance section**

**Alteration to The Insurance Provided**

The insurance provided in respect of documents, manuscripts and business books is restated as follows

**In respect of computer records, documents, manuscripts and business books the Company will pay:**

- 1 the value of the materials as stationery,
  - 2 the clerical labour expended in reproducing or writing up such documents,
  - 3 the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded,
- but excluding the value to the Policyholder of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents.

**Condition**

Maintenance and Back-up  
The Policyholder shall:

- A) maintain the Property in good order and efficient operating condition and
  - B) observe the manufacturer's or supplier's instructions for use, operation, storage, transit and inspection of the Property and
  - C) back up information (other than software programs) at least once every 24 hours, verify and store taking all reasonable precautions in its safe storage and separately maintain one Verified Back-Up Copy at least once every seven days in a location away from the Premises and
  - D) maintain one Verified Back-Up Copy and up-to-date set of software programs in a separate location away from the Premises and
- obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

**Property Damage Definitions**

The Property Damage definition in respect of General Contents is restated as follows

**General Contents**

## Endorsement

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

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**SECTION** Property Insurance

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### PERIOD OF INSURANCE

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Machinery, plant, fixtures, fittings and other trade equipment,

all office equipment and other contents,

patterns, models, moulds, plans and designs, computer records, documents, manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss,

tenants' improvements,

alterations and decorations,

in so far as they are not otherwise insured, directors', partners' and employees' personal effects including clothing, pedal cycles, tools and instruments for an amount not exceeding £2,500 per person, Money and securities of any description for an amount not exceeding £1,000 in total and subject to any specific exclusions in this insurance,

wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of Damage by Theft (if insured),

to the extent that they are not otherwise insured motor vehicles, motor chassis and their contents.

### PROP17- Policy Level Endorsements General Memorandum

In the event of any inconsistency between any terms of this Policy, the terms set out in or on this Schedule shall take precedence over any terms in the Policy wording

### Policy Exclusions

Policy Exclusion 3 is included as follows

### 3. Disease Exclusion

#### (except Terrorism Insurance)

Notwithstanding anything in this Policy to the contrary and save to the extent expressly provided by any Specified Disease Extension to the Business Interruption Insurance section herein this Policy does not cover:

Loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- (a) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- (b) any disease arising from any such pathogen or microorganism, or
- (c) the threat or fear (actual or perceived) of (a) or (b).

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### Policy Definitions

The Policy Definitions of Data, System and Virus are deleted and replaced by the following:

#### Data

Facts, concepts and information represented or stored electronically or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever

#### System

A computer or other equipment or component or item which processes stores transmits or receives Data.

#### Virus

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, System, Data or operations, whether involving self-replication or not. The definition of Virus includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to Damage, interfere with, adversely affect, infiltrate or monitor as above.

The Policy Definition of **Microchip** is deleted

### PROP19

#### The following applies to the Property Damage Insurance section

Exclusion 2 Electronic Risks is amended to read as follows

This Policy does not cover:

#### 2 Electronic Risk

A) Damage to Data which shall include but shall not be limited to:

- i) Damage to or corruption of Data whether in whole or in part,
- ii) unauthorised appropriation of, use of, access to or modification of Data,
- iii) unauthorised transmission of Data to any third parties,
- iv) Damage arising out of any misinterpretation, use or misuse of Data,
- v) Damage arising out of any operator error in respect of Data.

## Endorsement

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

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- i) the transmission or impact of any Virus,
- ii) unauthorised access to a System,
- iii) interruption of or interference with electronic means of communication, used in the conduct of the Policyholder's Business, including but not limited to, any diminution in the performance of any website or electronic means of communication,
- iv) Failure of a System,
- v) anything described in A) above

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent Damage to Property directly caused by any of the following Covers insured unless otherwise excluded under this Policy

**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons** but only where involving physical force or violence, **Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

### PROP20 - Business Interruption Insurance

If the Business Interruption Insurance Section is shown as Insured in the Schedule, the following amendments apply

#### Extensions

Extension 1 Denial of Access (Non-Damage) is restated to read as follows

#### 1 Denial of Access (Non-Damage)

The cover provided by the Business Interruption section of this Policy is extended to include the prevention of access to the Policyholder's Premises or part thereof on the order or advice of a public authority caused solely and directly by an emergency occurring only at the Policyholder's Premises or only within (and not beyond) 1000m of the Policyholder's Premises which is likely to

- 1. Endanger human life or
- 2. Cause damage to property arising from the:
  - a. Unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
  - b. Suspected or actual existence of an explosive device

Provided that the Company will not be liable for

- A) any loss as insured by this extension involving an interruption of less than 12 hours continuous duration
- B) any loss during any period other than the actual period where access to the Policyholder's Premises was prevented
- C) any prevention of access to the Policyholder's Premises as a result of Damage, or arising from any cause within the direct control of the Policyholder including any non-compliance with a prior order or advice of a public authority
- D) any loss arising directly or indirectly from or in any way connected to disease

No cover is provided under this extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1000 metres from the Policyholder's Premises



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For the purpose of this Extension only the Maximum Indemnity Period shall not exceed Three Months and will apply from the date from which the order or advice of the public authority is complied with.

The maximum amount payable in the aggregate during one Period of Insurance under this Extension is £ 100,000

The Company will not be subject to any or any greater liability under any other section, Policy Extension, coverage or provision of this Policy than that for which it would have been liable if this Extension did not apply.

Subject otherwise to the terms, Exclusions and Conditions of this Policy including, without limitation, the basis of settlement provisions applicable to the Business Interruption section of this Policy.

### Exclusions

Exclusion 2 Electronic Risks shall now read as follows

This Policy does not cover:

#### 2 Electronic Risk

A) Damage to Data which shall include but shall not be limited to:

- i) Damage to or corruption of Data whether in whole or in part,
- ii) unauthorised appropriation of, use of, access to or modification of Data,
- iii) unauthorised transmission of Data to any third parties,
- iv) Damage arising out of any misinterpretation, use or misuse of Data,
- v) Damage arising out of any operator error in respect of Data.

B) Damage arising directly or indirectly from:

- i) the transmission or impact of any Virus,
  - ii) unauthorised access to a System,
  - iii) interruption of or interference with electronic means of communication, used in the conduct of the Policyholder's Business, including but not limited to, any diminution in the performance of any website or electronic means of communication,
  - iv) Failure of a System,
- i) anything described in A) above

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent Damage to Property directly caused by any of the following Covers insured unless otherwise excluded under this Policy

**Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons** but only where involving physical force or violence, **Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

### PROP22

**The following applies to the Property Damage Insurance and Business Interruption Insurance sections**

**Static and Mobile Plant in the open**

## Endorsement

**POLICYHOLDER** G & B Finch Ltd &/or G & B Finch Holdings Ltd

**POLICY NUMBER** CHI042019/000230

**SECTION** Property Insurance

**INSURER** RSA

**PERIOD OF INSURANCE**

**FROM** 11 April 2022

**TO** 10 April 2023

This clause applies to the Property Damage Insurance and Business Interruption Insurance sections of this Policy

In respect of static plant in the open and mobile plant in the open under Cover **8 Theft** exclusions 8 A) and 8 C) are deleted

## Your Premiums

**POLICY HOLDER /  
INSURED**

G &amp; B Finch Ltd &amp;/or G &amp; B Finch Holdings Ltd

**POLICY  
NUMBER**

CHI042019/000230

Section of Cover		Annual Premium Due
Freight & Hauliers Liability (Goods in Transit)	£	905.43
Commercial Legal Expenses	£	1,282.68
Property	£	5,769.02
<b>TOTAL ANNUAL PREMIUM DUE</b>	<b>£</b>	<b>7,957.13</b>
Where applicable Includes Insurance Premium Tax	£	852.55 At the prevailing rate
Where applicable Includes 20% VAT	£	0.00

# Towergate Legal + Legal protection Insurance



## Statement of Fact

<b>You</b>	:	
<b>Policy Number</b>	:	<b>CHI042019/000230</b>
<b>Coverage</b>	:	<b>Standard Cover plus Contract Disputes</b>
<b>Wageroll</b>	:	<b>£2,200,000 - £2,299,999</b>
<b>Number of Vehicles</b>	:	<b>Not applicable</b>
<b>Renewal / Inception Date</b>	:	<b>11 April 2022</b>

You must notify **Towergate Insurance** as soon as possible if any of the following statements are not true, **providing full details in order that your premium and terms can be reassessed:**

- You are not aware of any causes, events or circumstances which may give rise to a claim being made under this insurance which have not already been advised to us
- Your business has made no more than 10% of their workforce redundant in the last 12 months and plans to make no more than 10% redundant in the coming 12 months
- Your business has had no more than 20% fall in turnover in the last 12 months and does not envisage more than a 20% fall in turnover in the coming months
- No insurer has ever refused commercial legal expenses insurance, cancelled mid-term, imposed special terms/conditions or declined to renew a commercial legal expenses insurance policy
- You or the proposed business has not been declared bankrupt or insolvent, subject of an individual voluntary arrangement with creditors, voluntary liquidation, a winding up or administration order, or administrative receivership proceedings within the last 5 years?
- There has not been more than one claim or dispute to which this policy would have applied within the last 5 years
- There has not been a claim or dispute in the last 5 years to which this policy would have applied where the fees or expenses exceeded £5,000
- You have complied with the current guidance issued by HM government and the Health & safety Executive concerning the management of COVID-19 risks including but not limited to:
  - COVID-19 risk assessments have been completed and communicated to their workforce
  - Documented procedures which comply with all aspects of the current guidance that are relevant to your business are in place and are being enforced
  - Risk assessments and procedures will be kept under continual review and will be updated as soon as reasonably practicable should the guidance change or adjustments be required to improve their effectiveness.
- Your business has taken technical and organisational measures to comply with GDPR legislation
- Your business does not have more than 10 properties and/or leases and these are all located within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
- You and your business are domiciled within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man and no business vehicles are located or expected to be located outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man for a continuous period of 60 days or more
- Your business description not an excluded trade: Solicitors, care homes, recruitment consultants, professional sporting clubs, educational establishments, property owners and property developers, except where property ownership or development is ancillary to an otherwise acceptable activity, nightclub, live music venue, discotheque, theatre, events company, events space/venue, event security company, event catering company, festival, coach travel, passenger airline, travel agent, bowling alley, fairground, soft play, gym or university (firms involved in setting up and taking down event structures are not included in the excluded trades as noted above where such activity is ancillary to an otherwise acceptable activity)
- You have a declared wage roll of less than £5m and if you are haulage business, no more than 99 vehicles.

**If you do not notify any changes to this declaration it might affect any claim you make**

All terms and conditions are as per the policy wording.

## Personal information/Privacy policy statement

### We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

### The basics

We collect and use relevant information about your business to provide insurance cover and to meet our legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that we provide to you.

### Other people's details you provide to us

We will process individual's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover. As such, you agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this policy or
- The date that you first provide information about the individual to us

We are committed to only using the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual's that we ask for from time to time.

### Want more details?

For more information about how we use personal information provided to us please see our full **Markel privacy notice**, a copy of which is available online at [markelinternational.com/foot/privacy-policy](https://markelinternational.com/foot/privacy-policy) or on request.

### Contacting us and individual's rights

Individuals have rights in relation to the information we hold about them, including the right to access their information. Please contact us at [dataprotectionofficeruk@markel.com](mailto:dataprotectionofficeruk@markel.com) or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how we use your information or to request a copy of our full Markel privacy notice.

#### Markel Legal Expenses Insurance

20 Fenchurch Street, London, EC3M 3AZ Tel: 0345 350 1099  
LEIsalesuk@markel.com  
[www.uk.markel.com](https://www.uk.markel.com)

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570. V.2020



# Towergate Insurance – Motor Division

## Property - Notice to Policyholders

Your Property policy has been revised and updated.

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The Property section of your portfolio underwritten by Royal & SunAlliance (RSA) has been replaced by a new Property policy underwritten by RSA.

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### COVER RESTRICTIONS

- The Statutory Regulation Condition requires adherence to statutory inspection and testing requirements
  - Your policy contains an Electronic Risk exclusion
  - Computer systems records are excluded from the definition of General Contents
  - 'Property at other locations' cover excludes Computer Records
  - Damage arising from nationalisation and attempted theft is excluded from 'Riot and malicious persons' cover
  - Theft cover which does not involve entry to or exist from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means is excluded
  - Subsidence cover excludes damage to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under the Policy is also affected
  - 'Any other accident' cover excludes damage caused by or consisting of the freezing, solidification or inadvertent escape of molten metal
  - 'Any other accident' cover excludes damage to land, piers, jetties, bridges, culverts, excavations, livestock, growing crops, trees and overhead transmission lines
  - The Policyholders Contribution definition has a 72- hour clause in respect of Earthquake and Storm or Flood
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**The above is a summary of the key changes to your Property policy wording. Terms and conditions apply. Full details of the revised cover are contained in your new RSA Group Property policy wording.**

**If you have not already received your new policy wording, please ask us for a copy. Please read your new policy wording carefully and let us know immediately if you feel your cover in any way fails to match your needs.**