



**POLICY NUMBER: 9022630N**

Effective Date: 05 May 2019 00:00

Expires On: 04 May 2020 23:59

## **OPTIMA TRADE & PROFESSIONAL STATEMENT OF FACT AND SCHEDULE**

Agent Number	23303W	Date of Issue	12 Apr 2019
Agency Reference	388274202	Reason for Issue	Renewal
Agency Contact Name	Jasmine Eaton		
Agent	Arthur J Gallagher - Post Office (GH)		
Agent's Telephone Number	01384 822254		
Agent's Email Address	Jasmine_Eaton@ajg.com		

Renewal Premium	£39.98
Insurance Premium Tax	£4.80
<b>Total Premium</b>	<b>£44.78</b>

Insured Name:	Mr Jonathan Waterman
Company Status	Sole Proprietor
Address:	1 St. Josephs Close Orpington Kent United Kingdom BR6 9TY

The <b>business</b> carries out the following trades:	Party Planners
Year commenced in business:	2012
No. of years continuous experience gained in trade	3

This statement of fact should be read in conjunction with the attached policy schedule and policy wording. Please click the following links to obtain the policy wordings:

[www.ageas.co.uk/documents/commercial/com090-nov-2015-optima-trade-and-professional-policy.pdf](http://www.ageas.co.uk/documents/commercial/com090-nov-2015-optima-trade-and-professional-policy.pdf)

Alternatively, if this is a printed document, type the internet address into your browser address bar. Should you require a printed version of the policy wording please contact your agent.

You must make a fair presentation of the risks to us. This means you must disclose every material fact and circumstance which you know or ought to know and not make misrepresentation to us. If you are in any doubt or require clarification of what must be declared to us, please discuss this with your agent.

You should read this statement of fact carefully and verify that all material facts and circumstances have been disclosed to us and that the information contained within it is correct prior to the risk being placed on cover.

Any incorrect information must be notified to your agent immediately since providing us with inaccurate information or failing to tell us of anything which may increase the risk may lead to this quotation being withdrawn or, if the risk is placed on cover, your policy being voided or claims not being paid or being paid in part only.

### **COVER DETAILS**

**This policy schedule shows the sections and sub-sections that are operative under your policy.**

**If a section or sub-section is shown as Not Insured and you require such cover, please contact your agent.**

**For full details of the cover provided, please refer to your policy wording.**

#### **Ageas Insurance Limited**

Registered Office Address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA Registered in England and Wales No 354568  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

### Important Notice

**You** have a duty to make a fair presentation of all material and relevant facts to **us**. To assist **your** understanding of which facts are material and relevant to **us**, here are some key examples:

- **Number of persons working in the business** - the premium charged for this **policy** is based on the total number of persons working in the **business**, as declared to **us** by **you**. The maximum number of workers permitted under this **policy** is 10 during the first **period of insurance** and 15 during any subsequent **period of insurance**. If the number of workers increases beyond the number shown on the **schedule** during the **period of insurance**, **you** must notify **us** within 30 days of such increase or by the renewal date whichever is the earlier. If the total number exceeds the maximum permitted under the **policy** however **you** must notify **us** immediately.

If part-time workers are used, it is the number of persons that must be declared to **us**, not their full-time equivalents. Sub-Section A - Public and Products Liability - the number of persons shown on the **schedule** must include all persons working in the **business** i.e. working proprietors, **partners**, working **directors**, direct **employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers. If **you** use bona-fide subcontractors, **your** annual payments to them must not exceed 25% of **your** annual **turnover** and **you** must obtain documentary evidence of their public liability insurance before they commence work on any contract and a record of such evidence must be retained.

Sub-Section B - Employers' Liability - proprietors or **partners** of unincorporated companies do not need to be included in the number shown on the **schedule** but working **directors** and all other **employees** i.e. direct **employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers must be included - please refer to the **policy** definition of **employee** for full details. If labour only subcontractors are engaged by the **business**, they must be included regardless of whether or not they hold public liability insurance in their own name. Whenever **employees** are engaged by the **business**, **you** must ensure that employers' liability insurance is in force.

- **Who you are** - the legal entity that owns the **business**
- **Business status** - sole proprietor, partnership, limited liability partnership or a limited company
- **What you do** - the description of the **business** as shown on the **schedule**
- **Personal and business history** - the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** in the statement of fact e.g. bankruptcies, company liquidations, convictions, claims etc.

Other material and relevant facts are shown on the statement of fact. If **you** are in any doubt or require clarification of what must be declared to **us**, please discuss this with **your agent**.



Whenever individual words within the statements appear in bold they have a specific meaning which is defined in the policy wording under the section headed Definitions. A copy of the policy wording is either included or is available from your agent.

**Optima Trade & Professional Declaration**  
Answers provided by **your agent** on **your** behalf

**It is a statement of fact that:**

Neither **you** nor any **director** or **partner** of the trade or **business** or its subsidiary companies, either personally or in any business capacity has ever:

- been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings
- had a proposal refused or declined or ever had an insurance cancelled, renewal refused or had special terms imposed
- had any convictions or criminal offences which are not spent under the Rehabilitation of Offenders Act or has any prosecutions pending

Losses or incidents giving rise to losses in the last 5 years: None

**Details of activity carried out by the the business:**

The maximum depth (below ground) to which work is undertaken (in metres)	Not Applicable
The maximum height at which work is carried out (in metres)	Not Applicable
3 Phase electrical work is undertaken	No
Gas work is undertaken	No
Heat equipment is used	No
Use of wood-working machinery by <b>employees</b> (other than fret-saws, lathes, boring machines, sanding machines or other mechanically driven portable tools held and applied to the work by hand)	No

**Details of persons working in the business:**

<b>Directors</b>	0
<b>Partners/Principals/Proprietors</b>	1
Permanent staff	0
Temporary staff	0
Labour only subcontractors	0
Bona-fide subcontractors	0
Number of clerical only workers	0



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OPTIMA TRADE & PROFESSIONAL POLICY SCHEDULE

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Renewal

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POLICY SECTIONS

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**LIABILITY SECTION**

**Limit of Indemnity**

**Sub-Section A - Public and Products Liability**

£1,000,000

Pollution

£1,000,000

Terrorism

£1,000,000

**Number of Persons Working in the Business**

1

**Excess** applicable to each and every third party property damage claim.

£100

Any additional **excesses** are shown in the endorsements applicable to the **policy**.

**Sub-Section B - Employers' Liability**

Not Insured

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**TOOLS ALL RISKS AND STOCK IN TRANSIT SECTION**

Not Insured

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**CONTRACTORS ALL RISKS SECTION**

Not Insured

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**LEGAL EXPENSES SECTION**

Not Insured

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**PERSONAL ACCIDENT SECTION**

Not Insured

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**MATERIAL DAMAGE SECTION**

Not Insured

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**BUSINESS INTERRUPTION SECTION**

Not Insured

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## Summary of Endorsements Applying to the Policy

### Endorsements applicable to the whole policy:

Endorsement Number	Endorsement Title
SX38	Definitions, Cover Causes & Exclusions Amendment

### Endorsements applicable to individual trades:

Trade Description	Endorsement Number
Party Planners	SY61, SX33

### SX38 Amendment to Definitions and General Exclusions

Applicable to the whole policy

#### Applicable to the Definitions Section

The following definition is added:

#### Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

The definitions of Data, Denial of Service Attack, Hacking, Terrorism, System and Virus are cancelled and replaced by the following:

#### Data

Data of any sort whatever, 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 information whatsoever.

#### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

#### Hacking

Unauthorised access to any **system** whether owned by **you** or not.

#### Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

#### Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### System

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

#### Virus

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, **systems**, **data** or operations, whether involving self-replication or not including, but 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.

### Applicable to the General Exclusions Section

General Exclusion 5 Electronic Risks is cancelled and replaced by the following:

#### 5 Electronic Risks

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **damage** to any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, phishing, denial of service attack** or failure of any external network
- b loss, alteration, modification, distortion, erasure, corruption or **hacking of data**
- c any misinterpretation, use or misuse of **data**
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured **property** which results from a **defined peril**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

#### SY61 Wedding/Party Planning - Exclusion to Sub-Section A - Public and Products Liability

Items a and b of Exclusion 9 – Design, Advice or Treatment is restated as follows:

- a from the defective design, plan, formula or specification of **products supplied**
- b out of technical, professional or remedial instruction and advice

The following exclusions are added:

**We** will not pay for liability arising from:

- e any act, error or omission of any contractors or subcontractors in connection with any party or event organised by the **business**
- f the use of pyrotechnics or fireworks
- g the use or provision of any inflatable devices (including bouncy castles), slides or rides mechanical or otherwise), rodeo bulls, trampolines, quad bikes or go-karts
- h the erection or dismantling of tents or marquees
- i ballooning, flying, circus or stunt acts, bungee running or bungee jumping.

Extension 1 to the Liability Section - Indemnity to Principal is deleted in respect of the organising of any party or event by the **business**.

#### SX33 - Clerical Workers – Extension to the Liability Section

The cover provided by the Liability Section is extended to include up to six clerical workers engaged by the **business** in addition to the number of persons shown in the **schedule**.

For this purpose, 'clerical' means activities consisting solely of bookkeeping, design, consultancy, clerical or sales administration or secretarial work.

## CLAIM NOTIFICATION

If **you** need to make a claim, please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. The claims handler will take full details of the claim and guide **you** through the next steps. Alternatively **you** can write to Commercial Claims Department, Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucestershire, GL3 4FA.

If **you** need to make a legal expenses claim and this section is shown as being operative on the **schedule**, **you** can request a claim form between 9.00am and 5.00pm Monday to Friday (except bank holidays) by telephoning **0345 122 8930**.

Full claims procedures are noted in the policy wording(s).

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## LEGAL & BUSINESS HELPLINE SERVICES

As an Ageas policyholder with a current **policy**, **you** are automatically entitled to the following helpline services. To help **us** to check and improve **our** service standards, calls are recorded.

### **Business Legal Advice - 0345 122 8931**

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems under the laws of the countries of **Europe**.

### **UK tax advice - 0345 122 8931**

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

### **Redundancy Approval - 0345 322 0176**

This service is available 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

### **Confidential Counselling Helpline - 0345 122 8934**

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice. **Our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement. Due to their sensitivity counselling calls are not recorded.

### **Business Emergency Assistance - 0345 122 8935**

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.

**Please do not phone the helpline service numbers to report an insurance claim.**

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

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## CERTIFICATE OF PUBLIC LIABILITY INSURANCE

Policy Number: 9022630N

**Insured:** Mr Jonathan Waterman

**Trading Name:**

**Including the following subsidiary(ies)**

None.

**Excluding the following subsidiary(ies)**

None.

**2 Business**

Party Planners

**3 Date of commencement of insurance policy** 05 May 2019

**4 Date of expiry of insurance policy** 04 May 2020

**5 Limit of Indemnity** £1,000,000

Signed on behalf of Ageas Insurance Limited (Authorised Insurer)

A handwritten signature in black ink, appearing to read "François-Xavier Boisseau", written over a set of horizontal lines.

**François-Xavier Boisseau - CEO, Insurance**  
**Ageas Insurance Limited**