



## Liability Policy Schedule

Welcome to Royal & SunAlliance.

You should read this schedule in conjunction with your Statement of Fact and Policy Wording.

These details are a record of the information provided to Royal & SunAlliance. It is also essential that you read all of the clauses applying to your policy as these contain important information that may affect your policy cover.

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**Policy Number:** RSAP1996021200

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### Your Details:

**Policyholder:** Any individual member of the Alliance of Mobile and Party DJ's who has paid the appropriate membership subscription

**Policyholder's Address:** 38 Uppertown Road, Glencoe, Larne, County Atrim, BT40 3EA

**Business:** Disc Jockey's including the dry hire of Audio Visual DJ Equipment

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### Your Intermediary's Details:

**Intermediary Name:** HENCILLA CANWORTH LTD

**Address:** Simpson House, 6 Cherry Orchard Road, Croydon, CR9 6BE

**Intermediary number:** 0000004731

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### Your Policy Dates:

**Period of Insurance:** 21 August 2010 **To:** 20 August 2011

**Renewal Date:** 21 August 2011

In choosing this product and the level of cover you have not received any personal recommendations from Royal & SunAlliance.

This product meets the demands and needs of those businesses who wish to choose from a range of options which allows them to be indemnified for their legal liability to employees and the public. The options available include Employers' Liability and Public Products Liability Insurance.

Policy Number: RSAP1996021200  
Creation date: 12/08/2010 – 15:37:10

If there are any additional Policy-level Clauses applicable, these are shown below

## Liability Insurance

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### Section 1

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#### Employers' Liability

Not Insured

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### Section 2

Limit of Indemnity

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#### Public Products Liability

Any one Event

£10,000,000

All Events happening during any Period of Insurance in respect of Products supplied

£10,000,000

All incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

£10,000,000

If there are any additional Clauses applicable to the Public/Products Liability Insurance, these are shown below

#### Policyholder's Contribution (Work Away)

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £500 any one Event in respect of loss of or damage to Property away from the Policyholder's premises

#### Club Members Liability Extension

The Company will provide indemnity to any member of the Alliance of Mobile and Party DJ's while engaged in Disc Jockey activities

Provided that

A) such member is not entitled to indemnity under any other policy and

B) such member shall observe and be subject to the terms of this Policy so far as they can reasonably apply

Subject otherwise to the terms Conditions and Exclusions contained in the Policy

#### Fire and Pyrotechnics Exclusion

The following Exclusion is added to Section 2 of the Policy Wording

14. Arising from or in connection with the use of pyrotechnics explosives or any special effects involving fire or explosion

**Section 3****Legal Defence Costs****Limit of Indemnity****Part A**

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

Not Insured

**Part B**

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£250,000

**Section 4****Financial Loss****Not Insured****Section 5****Legionellosis****Not Insured**



## Liability Policy Statement of Fact

This Statement of Fact forms part of your insurance contract with The Company as defined in your Policy and Schedule.

All the information recorded in this document and the accompanying Schedule is material. Any supplementary information requested from you, including but not limited to that asked by telephone or in any other form, or supplementary questionnaires or set out in your insurance intermediary's risk presentation, or exchanged between your insurance intermediary and ourselves may have also been material. Material information is all information that we consider essential for the assessment of:

- 1) your eligibility for this insurance Policy
- 2) the terms and Conditions applying to your Policy
- 3) your insurance premium

This document also includes some assumptions we have made about you and your business.

It is very important that you check this document and the accompanying Schedule carefully. If any information is incorrect please contact us immediately. Please also consider whether there is any other material information known to you which could influence our assessment and acceptance of the risk.

**Failure to inform us of any inaccuracies in this document, or in the Schedule, or to disclose all material facts whether or not the subject of a specific question by us, may invalidate your contract of insurance or result in a claim being rejected.**

**If you become aware that the information contained in the Statement of Fact, or the Schedule is incorrect, or incomplete you must notify us within 30 days of the date of the documents in the case of quotations or in the case of new business, renewal, or mid-term policy alteration 14 days.**

We recommend you keep a record of all information supplied to us, including copies of letters and this Statement of Fact, for the purpose of entering into this contract of insurance.

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**Policy Number:** RSAP1996021200

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### Your Details:

**Policyholder:** Any individual member of the Alliance of Mobile and Party DJ's who has paid the appropriate membership subscription

**Business Description:** Disc Jockey's including the dry hire of Audio Visual DJ Equipment

**Period of Insurance:** 21 August 2010

**To:** 20 August 2011

**Renewal Date:** 21 August 2011

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### General Assumptions

If any of the following assumptions are inaccurate or incomplete, please notify us immediately.

1. Neither you or your directors or your partners have ever:
  - a) Been declared bankrupt or insolvent either as private individuals or in connection with any business.
  - b) Been the subject of a county court judgement in respect of debt either as private individuals or in connection with any business.
  - c) Been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 or any subsequent legislation.
  - d) Been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation.
  - e) Been convicted of or charged with but not yet tried for a criminal offence other than a motoring offence.
  - f) Had an insurance contract cancelled or declared void or a claim repudiated or renewal refused due to a breach of a policy condition or due to non-disclosure or misdescription or misrepresentation of a material fact.
  - g) Had insurance cover restricted or cancelled or renewal refused due to non-compliance with risk improvement requirements.
2. Where there have been accidents, losses or claims prior to the inception or renewal of this Policy relating to the insurance cover provided, these have been accurately and fully declared to The Company.
3. The Premises will be maintained in a good state of repair.
  - At such Premises the ways, works, machinery and plant will be properly fenced and guarded and otherwise maintained in good order and condition.
  - All inspections of lifting apparatus, boilers and steam pressure vessels will be carried out in compliance with statutory requirements.There are no other matters which would materially impact upon the covers for which insurance is required for the Premises insured or to be insured
4. You do not occupy premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.
5. You comply with workplace, product safety and environmental legislation and have not been prosecuted under such legislation during the last five years.
6. In respect of Asbestos or Asbestos Containing Materials
  - a) you do not hold an asbestos removal licence;
  - b) if you or your employees come into contact with Asbestos or Asbestos Containing Materials, work will cease immediately and a licensed sub-contractor will be engaged to deal with such material.
7. You do not work on ships or at oil or gas refineries, chemical works or the manoeuvring areas or aprons at airports.
8. None of your products have to your knowledge been used in aircraft or on off-shore rigs or platforms and you do not anticipate any change to this position during the forthcoming year.
9. If you sub-contract work to established firms operating under a contract for services, you ensure that
  - a) they have in force and maintain their own liability insurance in respect of the work which they are undertaking for you with indemnity limits at least as high as those on your Policy;
  - b) their policy contains an indemnity to principal clause to protect your interests;
  - c) their policy does not contain any restrictions or exclusions in respect of Asbestos or the work they are undertaking for you.

10. You do not provide or have responsibility for

- a) creche facilities
- b) overnight accommodation
- c) care services
- d) education
- e) pre-school nurseries or playgroups
- f) sporting group facilities for children and/or vulnerable adults (a vulnerable adult is defined as any person aged 18 or over who is in need of assistance by reason of mental physical or learning disability age or illness and who is unable to take care of themselves or unable to protect themselves against significant harm or serious exploitation due to the acts or omissions of other people)

## General Statements

11. You agree to accept The Company's usual form of policy wording for this class of insurance, which is available on request.

12. You agree that if any information has been provided by your insurance intermediary, such person shall for that purpose be regarded as your agent and acting on your behalf and not the agent of The Company.

13. All personal information supplied by you will be treated in confidence by the Royal & SunAlliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of the Royal & SunAlliance Insurance Group of companies or our agents or subcontractors. The Royal & SunAlliance Insurance Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries that may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

14. On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to The Data Protection Liaison Officer, Customer Relations Office, Royal & SunAlliance, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA or Telephone 01422 325 060.

15. The parties to this Policy have the right to choose the law applicable to the Policy. Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Statement of Fact or the Policy shall be governed and construed in accordance with English law and shall be resolved with the non-exclusive jurisdiction of the courts of England and Wales.

16. You declare to the best of your knowledge and belief that

- all the information provided is true and complete
- this Statement of Fact is true and complete
- all material information has been disclosed and will form part of the contract between you and The Company.

## Assumed Information

In order to calculate your premium we have had to make some assumptions. If any of these assumptions are incorrect, please let us know and we will be happy to make any changes you require:

17. You have not accepted additional liabilities by agreement or contract with any third parties, suppliers or sellers.

18. You do not have any overseas representation.
19. None of your products have to your knowledge been directly or indirectly exported to the United States of America or Canada during the last five years and you do not anticipate any change to this position during the forthcoming year.
20. You do not undertake any work Offshore.
21. The organisation has not been subject to any prohibition or enforcement action by any regulatory bodies in the past 5 years.

# Liability Insurance

## Definitions

### 1 Person Entitled to Indemnity shall mean

A) the Insured

B) the personal representatives of the Insured in respect of legal liability incurred by the Insured

C) at the request of the Insured

1) any principal

2) any director or partner of the Insured

3) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

### 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured

### 3 Person Employed shall mean any

A) Employee

B) labour master and individuals supplied by him

C) individual employed by labour only sub-contractors

D) self employed individual (not being in partnership with the Insured)

E) individual hired to or borrowed by the Insured

F) individual undertaking study or work experience

while under the supervision of the Insured

} while under the direct control and supervision of the Insured

### 4 Injury shall mean

#### Section 1

bodily injury death disease or illness

#### Sections 2 3 and 4

bodily injury death disease illness wrongful arrest or false imprisonment

### 5 Property shall mean material property

### 6 Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

A) ownership repair and maintenance of the Insured's own property

B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed

C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured

D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

but in respect of Section 1 shall not include any work undertaken Offshore

### 7 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

### 8 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### 9 Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay

### 10 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

**The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule**

## **Section 1 Employers' Liability**

The Company will provide indemnity to any Person Entitled to Indemnity

**1** against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business

**2** against legal liability for claimant's costs and expenses in connection with 1 above

**3** in respect of

A) costs of legal representation at

1) any coroner's inquest or inquiry in respect of any death

2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of any one Event

**1** the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity

**2** the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof

### **Exclusions to Section 1**

The indemnity will not apply to legal liability

**1** of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

1) that of any principal

2) accepted under agreement and would not have attached in the absence of such agreement

**2** in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community

**Extensions to Section 1** (each of which is subject otherwise to the terms of this Policy)

**1 Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained

A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business

B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

C) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

A) there is no appeal outstanding

B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

**2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

A) any director or partner of the Insured      £500

B) any Employee      £250

## Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

**1** up to the Limit of Indemnity against legal liability for damages in respect of

- A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way
- other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

**2** against legal liability for claimant's costs and expenses in connection with 1 above

**3** in respect of

A) costs of legal representation at

- 1) any coroner's inquest or inquiry in respect of any death
- 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

**1** the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity

**2** the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment

**3** the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

**4** where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

## Exclusions to Section 2

The indemnity will not apply to legal liability

- 1** arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
  - A) mechanically propelled vehicle other than legal liability arising out of
    - 1) the use of plant as a tool of trade on site
    - 2) the use of plant at the premises of the Insured
    - 3) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
  - B) aircraft or other aerial device
  - C) aerospace device
  - D) hovercraft
  - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2** for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3** for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
  - A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
  - C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4** caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance  

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- 5** A) in respect of loss of or damage to any
  - 1) product supplied
  - 2) contract work executed } by the Insured  
caused by any defect therein or the unsuitability thereof for its intended purpose  
B) for the costs of recall removal repair alteration replacement or reinstatement of any
  - 1) product supplied
  - 2) contract work executed } by the Insured  
necessitated by any defect therein or the unsuitability thereof for its intended purpose
- 6** arising from or in connection with
  - A) advice
  - B) design
  - C) specification } provided for a fee
- 7** arising from or in connection with any
  - 1) product supplied
  - 2) contract work executed } by the Insured  
where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
- 8** for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
- 9** for
  - A) fines or penalties
  - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 10** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 11** arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**Extensions to Section 2** (each of which is subject otherwise to the terms of this Policy)

### **1 Cross Liabilities**

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

### **2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- |   |      |
|---|------|
| A) any director or partner of the Insured | £500 |
| B) any Employee                           | £250 |

### **3 Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **4 Overseas Personal Liability**

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

### **5 Data Protection Act 1998**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

## Section 3 – Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

### Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

### Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Insured
    - 2) any partner or director of the Insured
    - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2 the indemnity will apply only where shown in the Schedule
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment  
The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### Special Provision

The Company shall pass notification to the FirstAssist Group Ltd (a wholly owned subsidiary of the Company) which shall thereafter administer claims settlement on the Company's behalf

