



**Chamber Legal Expenses Cover**  
**Endorsement to Chamber Legal Expenses**  
**Policy No: CLE/0993/xxxxxx/xx/xxxxxxx**



**Insured:** xxxxxxxxxxxxxxxxxxxxxxxx

**Address:** xxxxxxxxxxxxxxxxxxxxxxxx

**Period of Insurance**

**For Enhanced Cover:** xx xxxx 2007 – xx xxxx 2008

**Additional Premium:** £xx.xx including IPT

**Limit of Indemnity:** £xxxxx

**Excess:** Unless otherwise endorsed herein the Excess applicable to all sections of Your Chamber Legal Expenses Policy shall be £0 (nil)

**Endorsement:**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the following additional cover shall apply:

The enhanced cover only applies while the Insured Company is a member of the Chamber of Commerce or while the Insured Company's Chamber subscribes to the Chamber Legal Expenses Scheme.

Should the Insured resign their membership of the Chamber prior to or whilst the policy is still running, all cover is rescinded and no refund of premium allowed.

Should the Chamber cease to subscribe to the Chamber Legal Expenses scheme whilst the enhanced cover is running then cover is rescinded with a pro rata return of premium.

**Debt recovery**

1. The cover is limited to Legal Costs and Expenses incurred by the Insured in the recovery of money and interest due to the Insured from another business for;
  - 1.1 the provision of goods and/or services
  - 1.2 professional fees and services
  - 1.3 dishonoured cheques provided that:-
  - 1.4 The Insured supplies the correct name and address of the debtor for the purposes of identification in proceedings and where the debtor is a partnership the Partners names and addresses
  - 1.5 If the Insurer considers it appropriate to do so it may instruct a debt collection agency to recover such monies rather than a solicitor but if the Insurer considers legal proceedings are appropriate the Insurer will instruct a Panel Solicitor provided that the Insured shall have a right to nominate a Solicitor to act for him by immediately providing the Insurer with the name and address of the nominated Solicitor in writing. The Insurer may refuse this nomination in exceptional circumstances but if such nomination is refused the Insured shall have the right to be exercised by service of notice in writing upon the Insurer within 30 days of such refusal to refer the question to arbitration pursuant to Clause 34 hereof
  - 1.6 The Insurer has the absolute right to select the method of enforcement of judgment or to forego enforcing judgment
  - 1.7 The Insured pays the first £150 of the Legal Costs and Expenses to the appointed Solicitor and/or Debt Collection Agency
  - 1.8 The amount of money and interest due to the Insured exceeds £250 and provided that the total Legal Costs and Expenses payable by the Insurer in any one Period of Insurance shall not exceed the annual Limit of Indemnity stated in the Schedule or in respect of any Period of Insurance which is greater or less than one year the pro rata proportion of such annual limit.

**Exclusions applicable**

2. The Insurer shall not be liable for any claim for indemnity in respect of:-
  - 2.1 any matter where the debtor intimates that a defence exists or a defence is served.

- 2.2 damages for breach of contract
- 2.3 hire purchase or credit sale agreements other than arrears
- 2.4 the return of goods hired or leased
- 2.5 debts reported to the Insurer more than sixty days after the money became due and payable.
- 2.6 The first £150 of legal costs and expenses incurred by the Insured.

**Restrictive Covenant**

3. The Cover is limited to the Legal Costs and Expenses incurred by the Insured in pursuing civil legal proceedings against an employee or ex-employee of the Insured where such person is in breach or is about to be in breach of a restrictive covenant incorporated in such person's contract of employment provided that the total Legal Costs and Expenses payable by the Insurer in any one Period of Insurance shall not exceed the annual Limit of Indemnity stated in the Schedule or in respect of any Period of Insurance which is less than one year the pro-rata proportion of such annual limit.

3.1 In this section Restrictive Covenant means a clause within a contract of employment which restricts the employee or ex-employee from competing with the Insured or enticing other employees to leave the Insured's employment or approaching or enticing the customers of the Insured either during the subsistence of the Contract of Employment or after its termination by either party.

**Exclusions applicable**

4. The Insurer will not indemnify the Insured in respect of an Insured Event arising in the first 90 days of the first Period of Insurance.

4.1 The Insurer will not indemnify the Insured for any claim under this Section unless the restrictive covenant is one which shall have been previously approved in writing by the Insurer.

**Goods or Services Contract Disputes**

5. The cover limited to Legal Costs and Expenses incurred by the Insured, in respect of any dispute in respect of a contract entered into by or on behalf of the Insured for the purchase or hire or sale or provision of goods or of services where the amount in dispute is not less than £1000 pursuing or defending the Insured's legal rights, or appealing or defending an appeal against the judgment of the relevant court, tribunal or arbitrator, provided that

5.1 if the amount in dispute is payable in instalments the instalments due and payable at the time of making a claim under this section must be not less than £1000, and

5.2 if the dispute relates to money owed to the Insured a claim under this section must be made within 6 months of the money becoming due and payable

5.3 The Insured shall pay the first £250 of the Legal costs and Expenses to the appointed Solicitor

**Exclusions applicable**

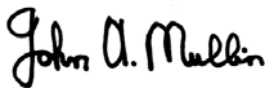
6. The Insurer shall not be liable for any claim for indemnity in respect of or arising from or relating to:

6.1 a contract of insurance in so far as the dispute is in respect of the sum of money or other compensation payable under such contract; or

6.2 the lease or tenancy of property

6.3 The amount payable by the Insured in any one Period of Insurance shall not exceed the annual Limit of Indemnity stated in the Schedule or in respect of any Period of Insurance which is less than one year the pro rata proportion of such limit.

Subject otherwise to the terms exceptions and conditions of the policy



Signed by **Managing Director**  
**Composite Legal Expenses**