

WARRANTY CERTIFICATE

On behalf of Members of the Electrical Contractors' Association in consideration of premium already received and subject to the terms and conditions of the ECA Warranty (see below and overleaf) and the limits hereon the Electrical Contractors' Insurance Company Limited hereby certifies and provides guarantee to the Claimant in respect of Work performed under Contracts entered into by the Member during the effective period of this Warranty Certificate.

Member: **Industrial Drives & Controls (ECA No: 10/7734)**

Effective Period, from: **01 January 2007** to: **31 December 2007**

Contract Value Limit: £ **30,000.00**

Warranty Limit: £ **100,000.00**

Warranty Period: **6 Years commencing from Completion**

Signed for and on behalf of the Insurer:



W R Adamson, Managing Director

THIS SECTION TO BE COMPLETED BY THE MEMBER

The Member hereby agrees:

- (a) that this Warranty in respect of their Work be provided to Claimants for the Contract or Contracts specified below, and
- (b) to comply with the Relevant Standards when performing the Work, and
- (c) to repay to the Insurer all sums paid by the Insurer, including Consultants and/or Loss Adjusters fees and disbursements and/or legal costs and disbursements, incurred as a result of a valid claim under this Warranty.

Member's Contract Reference: _____

Signed for and on behalf of the Member: _____ Date: _____
(Signature)

THIS SECTION TO BE COMPLETED BY THE PARTY WITH WHOM THE MEMBER IS IN CONTRACT

We hereby accept this Warranty

Signed for and on behalf: _____
(Name of Party)

Signature: _____ Date: _____

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY BOTH THE MEMBER AND THE PARTY WITH WHOM THE MEMBER IS IN CONTRACT. THE COMPLETED WARRANTY CERTIFICATE IS TO BE RETAINED BY THE PARTY WITH WHOM THE MEMBER IS IN CONTRACT AND WILL BE REQUIRED TO EVIDENCE A CLAIM AGAINST THIS WARRANTY.

Financial Services and Markets Act 2000

In the UK only Parties authorised by the Financial Services Authority may mediate on specific insurance contracts. In respect of the ECA Warranty the Member acts solely as an introducing sub-agent of the Insurer and the activities they may perform are restricted to the provision of the Warranty Certificate and the Warranty Terms and Conditions, which include certain important compliance information. The Member is not permitted to explain the ECA Warranty on the Insurer's behalf.

All questions must be directed to the Insurer's Bond Unit: ECIC Bonds, 10 Fenchurch Avenue, London EC3M 5BN;

Tel 020 7663 5914 Fax 020 7663 5711 e-mail ecic.bonds@eca.co.uk

TERMS AND CONDITIONS

PREAMBLE

The ECA Warranty is underwritten by the Electrical Contractors' Insurance Company Limited ("the Insurer") and is offered as its introducing agent by the Electrical Contractors' Association ("the ECA") and by any Member of the ECA (acting as an introducing sub-agent of the Insurer) to those who have Work done by the Member. The limits, terms, conditions and definitions of the ECA Warranty cannot be altered, except by the express agreement in writing of the Insurer, to whom all correspondence and claims must be addressed. To comply with the Financial Services and Markets Act 2000, any questions about the ECA Warranty must be directed to the Insurer. The Terms and Conditions of the ECA Warranty do not take away the statutory rights of any consumer.

COVER PROVIDED

1. The Insurer guarantees that if any Work carried out by a Member in the Specified Territories fails to comply with the Relevant Standards, such Work will be rectified to comply with such Relevant Standards, provided that the

Member's original or estimated total Contract price did not exceed the Contract Value Limit shown on the Member's Warranty Certificate.

2. Should the Contract not provide for a Contract price (as in measured term or some maintenance contracts) then the Insurer will only be liable for any such Contract which is of less than one calendar year's duration and which provides for a review of priced rates.
3. The Insurer's liability in respect of any one Contract (including any incidental costs and expenses) shall not exceed the Warranty Limit shown on the Member's Warranty Certificate. Should more than one contract be issued in respect of various related or sequential works the combination of all such contracts shall be considered as the Contract for the purposes of this Warranty.
4. The Insurer shall not be liable in respect of any:
 - (a) reduction in value or loss of enjoyment, use, income or opportunity, inconvenience, distress or any other consequential or economic loss except as specifically provided for in this Warranty, or