

2012 ECA Warranty

Covering the compliance of
ECA members work to Relevant
Standards and Regulations



Representing the best in electrical
engineering and building services

Ensuring Installation Safety and Customer Satisfaction

The aim of the Electrical Contractors' Association (ECA) is to ensure that electrical installation work is undertaken by qualified people to high standards of quality and safety and to terms which are equitable to the client and installer:

- All potential members are inspected and assessed to ensure that they operate sound business practices.
- The technical competence of the potential member is inspected to ensure compliance with relevant national standards.
- Regular technical assessment provides assurance that the work of Registered Members meets the requirements of the industry's current standards, regulations and codes of practice.
- The ECA Code of Fair Trading registered with the Office of Fair Trading sets out comprehensive trading arrangements, which are fair to the customer and contractor. Copies of the code are available from members.

ECA Warranty

- The ECA Warranty, subject to its terms and conditions, is provided at no additional cost to the customers of ECA Registered Members. It supports the highest level of accountability and protection of any representative or qualifying body within the electrical installation industry.
- Where a valid Warranty Certificate has been issued, customers are assured that if the electrical installation work fails to comply with the relevant British Standards, it will be rectified in accordance with the Warranty's terms and conditions. Products and materials must conform to the relevant Sale of Goods legislation.
- The ECA Warranty only applies to projects exceeding £50,000 in value and for claims that are notified within 6 years of completion. The Warranty is subject to a maximum limit details of which appear on the Member's Warranty Certificate.

- The cover is not valid unless both the Member and Customer sign the Certificate. Both parties should retain a copy of the completed Warranty Certificate, as the customer's copy will be required to evidence a valid claim against the Association's Warranty scheme.

Certificate

An annual Warranty Certificate, denoting the cover available, is issued to each ECA Registered Member company. The Certificate applies to contracts entered into during the Certificate's validity period, usually a 12-Month period commencing on the 1st January. The terms & conditions of the ECA Warranty are printed on the reverse of the Warranty Certificate.

An example of the Warranty terms & conditions, applicable to contracts entered into by ECA Members during 2012, is shown opposite. **Any questions concerning the terms & conditions of the ECA Warranty must be directed to the Electrical Contractors' Insurance Company Limited. Please see the contact details on the reverse of this document.**

Complimentary Facilities

The ECA provides a number of 'guarantee' schemes; these are intended to assure customers of Registered Members that work will meet relevant standards. The Guarantee of Work Scheme provides automatic cover to its advertised limit. Thereafter, for projects whose financial value exceeds the limit guaranteed by the Guarantee of Work Scheme, the insurance-backed ECA Warranty is available. The Association also provides Registered Members with a complimentary insurance-backed bond. Customer's of Registered Members, who require the Bond and/or Warranty, must ensure they request and retain, a countersigned copy of the applicable certificates.

The Bond and Warranty Schemes are particular to the Registered Member's own trading circumstances and may not suit every commercial contract.

The Association publishes the details of the Guarantee, Bond and Warranty in separate publications, which are available on request.

The terms & conditions reproduced below are applicable to contracts entered into by members of the Electrical Contractors' Association between 1st January 2012 & 31st December 2012 (both dates inclusive). They must be read in conjunction with the unique Warranty Certificate issued to each ECA Member. For full details of the limits, terms & conditions applicable to an individual contract, please ask the Member you intend to contract with to provide a copy of their Warranty Certificate, the Warranty Terms & Conditions.

Any questions concerning the terms & conditions of the ECA Warranty must be directed to the Electrical Contractors' Insurance Company Limited. Please see the contact details on the reverse of this document.

The cover is not valid unless the Certificate is 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 the Warranty.

Financial Services & Markets Act 2000

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 & the activities they may perform on behalf of the insurer are restricted to the provision of the Warranty Certificate and the Warranty terms & conditions. The Member is not permitted to explain the ECA Warranty on the Insurer's behalf.

ECA Warranty

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 to those that 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 questions, correspondence and claims must be addressed. The Terms and Conditions of the ECA Warranty do not take away the statutory rights of a consumer.

COVER PROVIDED

- 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:
 - was greater than £50,000, and
 - did not exceed the Contract Value Limit shown on the Member's Warranty Certificate.
- 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.
- 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 one Contract for the purposes of this Warranty.
- The Insurer shall not be liable in respect of any:
 - wear and tear or deterioration, damage to or the failure, inefficiency or breakdown of the Work or any element thereof, or
 - reduction in value or loss of enjoyment, use, income, profit or opportunity, inconvenience, distress or any other kind of loss or damage except as specifically provided for in this Warranty, or
 - loss for which the Claimant is indemnified (or would but for the existence of this Warranty be indemnified) by some other warranty, guarantee or insurance.
- No claim shall be effective unless and until the Insurer is satisfied that the Claimant has given the contracting Member a reasonable opportunity of rectifying any alleged failure by the Member to comply with the Relevant Standards.
- For a claim to be valid it must be notified by the Claimant to the Insurer within the Warranty Period and in accordance with the procedures set out below. After notifying a claim, the Claimant must supply such supporting information as the Insurer may reasonably require.
- A valid claim will be dealt with as follows:
 - The Insurer will appoint a Consultant to inspect and make a written report on the Work. The Claimant must afford every reasonable facility for this, and will be entitled to a copy of the report.
 - The Consultant's report will show in his opinion where, if at all, the Work fails to meet the Relevant Standards and what, if anything, needs to be done to rectify it so as to comply with the Relevant Standards.
 - If in the Consultant's opinion any of the Work needs to be rectified, the Insurer will at its option arrange for this to be done for the Claimant either by the Member or any other ECA (or other) contractor at no expense to the Claimant and the Claimant must allow reasonable access for this purpose. Alternatively, the Insurer at its discretion may elect to pay the Claimant a cash sum, up to the Warranty Limit, to discharge its liability under this Warranty.
- The Insurer's liability in respect of any rectification work carried out under this Warranty will expire at the time limits set out for the original Work as detailed in clause 6 above.
- If the Claimant notifies dissatisfaction with the rectification work, then the Insurer will arrange a further inspection, and if necessary for any further rectification work, to be done under the same terms as before.
- The Claimant must credit the Insurer with any sums that the Claimant can recover or lawfully retain from the Member. If the Insurer so requires the Claimant must assign to the Insurer any rights of recovery against any party in relation to the Work to the extent of the indemnity provided hereunder.

- This Warranty shall be governed, interpreted and construed in all respects according to the Law of England and Wales.
- Any dispute or difference arising under, or the interpretation or effect of, this Warranty shall be referred under the Arbitration Acts to an Arbitrator either agreed between the Claimant and the Insurer, or if not so agreed within 14 days, appointed on the application of either of them by the President of the Chartered Institute of Arbitrators.
- A person or company who is not a party to this Warranty has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amending or subsequent legislation) to enforce any term of this Warranty but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

DEFINITIONS

The Claimant

The party with whom the Member is in contract for the Work or the party, if any, responsible for re-appointment of a sub-contractor, or if the Member is employed as a sub-contractor and the Member's contracting party is unable to act, the owner of the premises at which the Work is situated, or subsequent owners who are purchasers of the premises at which the Work is situated.

Completion

The practical completion of the Work, or when the Contract has no provision for practical completion it is the completion or terminal date under the Contract.

Contract

The term "Contract" includes a sub-contract or sub-sub-contract. The Contract must be evidenced in writing. The Contract must be entered into during the effective period stated on the Warranty Certificate. The Contract will be considered as being "entered into" when either:

- the Member's tender is accepted by the issue of instructions to proceed, or
- the Contract is signed, or
- the Work commences whichever occurs earlier.

Member

A registered Member of the Electrical Contractors' Association in possession of a currently valid Warranty Certificate issued by the Insurer in relation to this Warranty.

Relevant Standards

Standards of

- materials, only where the Member assumes responsibility for their specification, selection or approval under the Contract
- workmanship or professional practice being or equivalent to those recommended or required by any of the following at the time of making the Contract:
 - The Regulations for Electrical Installations (BS7671) produced by the Institute of Engineering and Technology (formerly the IEE).
 - Approved Document P ("Part P") and/or Regulations 4 and 7 of the Building Regulations 2000 (as amended).
 - Any applicable British Standards or British Standard Codes of Practice, including the minimum requirements of the Micro-Generation Certification Scheme ("MCS").
 - Other European Standards, national standards or codes, which are approved by the Insurer as being applicable to specialised Work, not covered by any of the above.

Specified Territories

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and rigs or offshore structures within UK Territorial Waters.

Work

Work which is to be performed by the Member under a Contract and which is:

- a specified electrical, voice/data communications, security, control systems or Micro-Generation installation; and/or
- any incidental builders work in connection with such an installation, maintenance or inspection or testing of such installations, and any goods or materials to be supplied and/or incorporated therein.

For the purposes of this Bond Micro-Generation means an installation specifically designed to generate electricity from natural environmental sources, or which provides useful energy that significantly exceeds the required electrical input.

IMPORTANT COMPLIANCE INFORMATION

About our Insurance Service

The Electrical Contractors' Insurance Company Limited is authorised and regulated in the UK by the Financial Services Authority. Our FSA Register Number is 202123. Our Permitted Business is effecting and carrying out

contracts of insurance. You can check this on the FSA's Register by visiting their web site www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

We only offer our own products. We will provide information on our products but you will not receive any advice or recommendation from us.

All documentation provided will be in English unless otherwise agreed by us.

Your Demands and Needs

The ECA Warranty meets the demands and needs of those who require a conditional warranty insurance for certain electrical installation work performed by registered members of the Electrical Contractors' Association.

WHAT IS THE ECA WARRANTY?

The ECA Warranty is underwritten by the Electrical Contractors' Insurance Company Limited ("ECIC"). This is a brief summary outlining the cover we provide and does not form part of the terms and conditions of the ECA Warranty. For full details of the terms, conditions and exceptions that apply please refer to the Terms and Conditions of the ECA Warranty. If you have any questions about the ECA Warranty please call 020 7663 5914, fax 020 7663 5711 or e-mail us at ecic.bonds@eca.co.uk.

The ECA Warranty is a conditional warranty insurance. It applies to certain electrical installation work, including work within the scope of Part "P" of the Building Regulations, performed by registered members of the Electrical Contractors' Association in the UK, the Channel Islands and the Isle of Man. It is only applicable to those contracts for which the registered member has provided a signed copy of their valid Warranty Certificate. It does not apply to contracts valued at less than £50,001, or where the registered member's contract price exceeds the Contract Value Limit on their Warranty Certificate.

The ECA Warranty is solely intended to protect against the cost of rectifying the member's work should it fail to comply with the industry standards defined in the Warranty. These standards do not provide protection against the failure or breakdown of installed products arising from wear, tear or manufacturing defect, guarantee their efficacy or economic performance, or cover damage to any element of the installation. The Warranty Period is 6 Years from the completion date of the work. Warranty claims must be notified during this period if they are to be valid. It does not cover other economic or consequential loss caused by the member (see Warranty clause 4).

Where a valid Warranty claim exists we will usually settle it by arranging for the defective aspects of the installation to be rectified. The most we will pay to achieve this is stipulated in the Terms and Conditions of the ECA Warranty.

The ECA Warranty is governed by the Law of England and Wales.

How to Claim

To notify a claim please call 08450 343 250, fax 08450 343 270 or e-mail us at ecic.claims@eca.co.uk. Alternatively you can write to us at ECIC Claims, ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU.

Your Right to Cancel

If you are an individual acting for purposes outside your trade business or profession you have the right to cancel cover under the ECA Warranty. If you decide that you wish to cancel you must do so within 14 days starting on the day after you receive the completed Warranty documentation. You should be aware that no refund of premium will be paid. To cancel please write to: ECIC Underwriting Unit, ECIC, ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU. All Warranty documentation must be returned to us with the cancellation request.

Customer Care

ECIC is committed to maintaining a high standard of professional conduct in all our dealings with customers. However if you feel that your arrangements have not been handled in the manner in which you would expect and you wish to make a complaint, please contact the Manager of the department you have been dealing with. We will ensure that the matter receives immediate attention. You will be sent a copy of our Complaints Handling Procedure. If you feel that the matter has not been settled to your satisfaction you may write to the Managing Director, ECIC, ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU. If you are not satisfied with our investigation and conclusion of your complaint or eight weeks have passed since initially making your complaint and you are an individual consumer or small business you may refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Services Compensation Scheme ("FSCS")

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on your status, the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at enquiries@fscs.org.uk

Supporting the industry and safeguarding the customer

Since its foundation in 1901, membership of The Electrical Contractors' Association has implied high standards and qualities.

The ECA has some 3,000 Registered Member firms, which range from local employers with only a few operatives to national multi-service companies with many branches employing thousands - many operating worldwide.

They dominate their industry sector in the UK with a collective annual turnover in excess of £5 billion per annum.

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The ECA Warranty is underwritten by Electrical Contractors' Insurance Company Ltd, to whom all correspondences should be addressed.



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