

BOND 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 Bond (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 Bond Certificate.

Member: **M.W. Cripwell Ltd (ECA No: 63/0134)**

Effective Period, from: **01 January 2009** to: **31 December 2009**

Contract Value Limit: **£ 2,537,000.00**

Bond Limit: **£ 30% of the first £50,000 of the Member's Contract price, plus 10% of the remainder of the Member's Contract price Provided that the Insurer's total liability in respect of any one Contract shall not exceed: £100,000.00**

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 Bond 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 Bond.

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 Bond

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 BOND 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 BOND.

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 Bond 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 Bond Certificate and the Bond Terms and Conditions, which include certain important compliance information. The Member is not permitted to explain the ECA Bond 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 Bond 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 Bond 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 Bond must be directed to the Insurer. The Terms and Conditions of the ECA Bond do not take away the statutory rights of any consumer.

COVER PROVIDED

1. If the employment of the Member under a Contract is lawfully determined for a Specified Reason before Completion, the Insurer will indemnify the Claimant against the Additional Cost of Completion of the Work to be performed under that Contract, provided that:
 - (a) the Member's original or estimated total Contract price did not exceed the Contract Value Limit shown on the Member's Bond Certificate, and

- (b) no more than 90 days elapsed between the date of the Member's tender for the Work and its acceptance, and
 - (c) the Member had been engaged under an Approved Form of Contract, and
 - (d) the Work was to be performed in the Specified Territories.
2. The Insurer's liability in respect of any one Contract shall not exceed the Bond Limit shown on the Member's Bond 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 Bond.
 3. 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.
 4. The Insurer will not be liable:
 - (a) in respect of any 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 Bond, or