



# CONTRACT GUARANTEE



## Guarantee Certificate

On behalf of Members of the Lift and Escalator Industry Association ("LEIA") and subject to the terms and conditions of the LEIA Contract Guarantee (Ref: LEIACG2019) and the limits hereon the Markel International Insurance Company Limited ("the Insurer") hereby certifies and provides guarantee to the Claimant in respect of Contracts entered into by the Member

Member: Classic Lifts (Scotland) Ltd

Effective Period  
For Contracts entered into between these dates:

From: 01/05/2019 To: 30/04/2020

Contract Value Limit: £ 367,000

Signed on behalf of the Insurer:

R Forrest Smith Chief Executive Officer - ECIC

The Member hereby agrees:

- (a) that this Guarantee in respect of their Work be provided to Claimants, and
- (b) to comply with the Relevant Standards when performing the Contract, 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 Guarantee.

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

Member's Contract Reference: \_\_\_\_\_

**THIS GUARANTEE CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE MEMBER**

## Guarantee Agreement

To be completed by the party with whom the Member is in Contract  
We hereby accept this Guarantee

Signed for and on behalf: \_\_\_\_\_  
(Name of Party)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THE PARTY WITH WHOM THE MEMBER IS IN CONTRACT MUST ACCEPT AND SIGN THIS GUARANTEE AGREEMENT IF THE GUARANTEE IS TO BE ENFORCEABLE**

**The completed Guarantee 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 Guarantee**

### Financial Services & Markets Act 2000

Only Parties authorised by the Financial Conduct Authority may mediate on specific insurance contracts. In respect of the LEIA Contract Guarantee the Member acts solely as the introducing sub-agent of the Insurer and activities they may perform on behalf of the Insurer are restricted to the provision of the Guarantee Certificate and Terms and Conditions documents. The Member is not permitted to explain the LEIA Contract Guarantee on the Insurer's behalf. All questions about the LEIA Contract Guarantee must be directed to the Insurer:

Markel International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ  
Tel 0330 221 0250 e-mail ecic.bonds@markel.com

**Please read the Important Information on the reverse of this Certificate**

# LEIA Contract Guarantee – Important Information

## About our Insurance Service

The Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Financial Services Register Number is 202570. Our Permitted Business is effecting and carrying out contracts of insurance. You can check this on the Financial Services Register by visiting the FCA's web site [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0300 500 8082.

We only offer our own products. We will provide information on our products but you will not receive any advice or recommendation from us concerning their suitability for your needs.

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

## Your Demands and Needs

This product meets the demands and needs of those who require a conditional guarantee to replace retention deduction in respect of contracts for certain lift or escalator work performed by members of the Lift and Escalator Industry Association.

## What is the LEIA Contract Guarantee?

The LEIA Contract Guarantee is underwritten by ECIC, a trading name of Markel International Insurance Company Limited. This is a brief summary outlining the cover we provide and does not form part of the terms and conditions of the LEIA Contract Guarantee. For full details of the terms, conditions and exceptions that apply please refer to the Terms and Conditions document. If you have any questions about these products please call 0330 221 0250 or e-mail us at [ecic.bonds@markel.com](mailto:ecic.bonds@markel.com).

The LEIA Contract Guarantee is a two-part conditional guarantee that replaces the system of retention deduction for lift or escalator work performed by Members of the Lift and Escalator Industry Association. The Guarantee applies to new installations, modernisation, refurbishment or renovation work in the UK and Isle of Man. It does not apply where the member's contract price exceeds the Contract Value Limit on their Guarantee Certificate.

Part one applies prior to practical completion and protects against additional costs incurred to complete the work should the member be in breach of their contract for the specified reasons defined in the Guarantee and, as a result, fail to complete their work. It will not apply where the specified reason was caused by your failure to pay the member for their work (see part one, clauses 1 and 3). To be valid claims must be notified within 30 days of the breach or termination of the member's employment under their contract.

Part two 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 Guarantee. It does not cover other economic or consequential loss caused by the member's work (see part two, clause 3). The Guarantee Period is 12 Months from practical completion (see Definition of Completion). Claims must be notified within this period if they are to be valid.

Where a valid claim exists we will usually settle it by arranging for the incomplete or defective aspects of the installation to be completed or rectified at no further expense to you. The most we will pay to achieve this is stipulated in the Terms and Conditions of the Guarantee.

The Lift and Escalator Industry Association on behalf of its members funds the Guarantee. No premium is payable by you or attributable to your contract with the member.

The law applicable to the LEIA Contract Guarantee is as follows:

- a. the law applicable to that part of the United Kingdom, Guernsey, Jersey or Isle of Man in which the Claimant has their principal place of business, or
- b. the law applicable to that part of the United Kingdom, Guernsey, Jersey or Isle of Man in which the Claimant normally resides if the Claimant has contracted with the Member in their capacity as a private individual and not in the course of a business, or
- c. the Law of England and Wales if neither a) or b) above applies.

## How to Claim

To notify a claim please call 0330 221 0250 or e-mail us at [ecic.claims@markel.com](mailto:ecic.claims@markel.com).

Alternatively you can write to us at ECIC Claims, ECIC, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

## Your Right to Cancel

If you are an individual who is acting for purposes which are outside of your trade, business or profession you have the right to cancel cover under the LEIA Contract Guarantee. If you decide that you wish to cancel the cover you must do so within 14 days starting on the day after you receive the completed Guarantee documentation. You should be aware that no refund of premium will be paid.

To cancel please write to: ECIC Underwriting, ECIC, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

## Customer Care

Markel International Insurance Company Limited is committed to maintaining a high standard of professional conduct in all our dealings with customers.

However if you feel that your Guarantee 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 Legal and Regulatory, Markel International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ or email: [complaints@markel.com](mailto:complaints@markel.com) or Tel: 0207 953 6020.

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 a business with a group annual turnover of less than Euro 2 Million and fewer than ten employees you may refer the matter to the Financial Ombudsman Service, Exchange Tower, 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](mailto:enquiries@fscs.org.uk).