

Contractors Scheme Guide



**NEW & ENHANCED
SERVICES FOR THE
CONSTRUCTION
COMMUNITY**

Contractors Insurance Guarantee Services Limited.



**PROMOTE
PROFESSIONALISM**

**SMALL WORKS CONTRACT
LEGAL PROTECTION**

**CUSTOMER INSURANCE
WARRANTY**

**DEBT RECOVERY
LEGAL EXPENSES**



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C.I.G.S. registration has enhanced my professionalism and gives the peace of mind my customers want when selecting a contractor. See Page 2



I have never used a contractor before but the benefits of using a C.I.G.S. contractor give me the comfort I need should something go wrong. See Page 2



Using the scheme's Small Works Contract we clearly understand our responsibilities and have the reassurance that everything is legal and in writing. See Page 3

I have an Insurance Warranty for the period of the contract plus two years should something go wrong with the work. See Page 4



Should we disagree we can call on the C.I.G.S. Dispute Conciliation Service to co-ordinate the resolution of our differences. See Page 5

I have Legal Expenses for Debt Recovery and a professional recovery team at my disposal should my customer not pay. See Page 6



INTRODUCTION TO THE SCHEME BENEFITS



CONTRACTORS INSURANCE GUARANTEE SERVICES (NI) LIMITED

Over recent years there has been growing pressure on Government and Local Authorities to protect householders from the unscrupulous element within the construction industry. For far too long the genuine professional contractor and the reputation of the Construction Industry, as a whole, has suffered at the hands of the "Cowboy Contractor". It is therefore important that the consumer has protection and that the Contractor they appoint is a genuine professional firm.

CONSUMER AND CONTRACTOR PROTECTION

Contractors Insurance Guarantee Service (NI) Ltd (C.I.G.S.) has been born out of this real need in Northern Ireland to provide a method to protect the consumer from the failure and misbehaviour of the unscrupulous contractor whilst also providing the genuine C.I.G.S. professional contractor with a series of protections against the unscrupulous customer such as legal expenses against bad debt (See page 6.)

THE NORTHERN IRELAND HOUSING EXECUTIVE

The success of the scheme was recognised when The Northern Ireland Housing Executive announced, in March 1988, that grants will only be paid on condition that the work be carried out by a contractor who is Registered with an approved Warranty Scheme and who will provide an Insurance backed Warranty.

Since 1988 Contractors Insurance Guarantee Services (NI) Ltd has been a Warranty Scheme that is recognised by the Northern Ireland Housing Executive in its provision of a Province wide register of "Warranted Contractors" for grant applicants.

WHAT IS A "REGISTERED CONTRACTOR"?

A registered contractor with Contractors Insurance Guarantee Services (NI) Ltd is a contractor where the scheme has been satisfied that..

- the contractor's management and administration structure is adequate for his activities.
- the contractor has had adequate experience in the construction industry.
- the contractor has adequate financial resources to fund his operation.
- the contractor has suitable Employers and Public Liability insurances.
- the contractor's previous contracts have been completed to the satisfaction of all parties.
- the contractor will encourage excellence and provide honourable practice in the conduct of his business.
- the contractor will maintain a high standard of workmanship relative to his trade.

Compliance with this basic criteria is in itself an assurance to the consumer that the C.I.G.S. registered contractor is worthy of his status.

The following booklet summaries the key benefits to you, your business and your customer.....



THE BASIC SCHEME PRINCIPALS EXPLAINED

PROMOTE YOURSELF ABOVE YOUR COMPETITORS

Tendering for contracts is increasing competitive and as such membership of this scheme can give you the needed edge to be awarded the contract. Price is important, but so is consumer confidence in the selection of the contractor.

Having been accepted to the scheme, you, the Contractor, can promote yourself as a professional "Warranted Contractor". Using the recognised logo and scheme promotional literature, and providing your customer with the scheme insurance warranty protections can set you above the rest.

LEGAL PROTECTION: SMALL WORKS CONTRACT

The "Warranted Contractor" uses the scheme's procedures and small works contract to legally bind his relationship with his customer thus protecting both parties' interests and this will be referred to in a dispute, as the basis of the relationship (see page 3).

CUSTOMER INSURANCE WARRANTY

The Customer can, as part of the Small Works Contract, be provided with an Insurance Company backed warranty for the period of the contract and two years thereafter (See page 4).

DISPUTES CONCILIATION

On warranted projects both The "Warranted Contractor" and Customer have access the scheme's professional conciliation procedure to resolve disputes via amicable dialogue and negotiated consensus (See page 5).

PEACE OF MIND AGAINST CUSTOMER BAD DEBT

The "Warranted Contractor" is provided with commercial legal expenses protection on warranted projects. This is legal expenses for debt recovery from contractual disputes and the professional team to back it up. Should the customer financially renege on their obligations the scheme's DAS Group unit will pursue the debt on the contractor's behalf (See page 6).



THE SMALL WORKS CONTRACT



PROVISION OF A CUSTOMER WARRANTY (Insurance Company backed protection)

For full peace of mind a "Warranted Contractor" registered with this scheme can provide an Insurance backed warranty underwritten by HCC International Insurance Company Plc., for contracts up to £150,000 (Plus V.A.T.). Larger contracts will be considered if required.

WHAT COVER DOES THE WARRANTY PROVIDE?

The scheme warranty relates to building works and allied trades carried out in connection with the renovation, repair, extension and construction of housing for the period of the works plus two years thereafter (As agreed in Small Works Contract and summarised on the Warranty Certificate).

APPLYING FOR A WARRANTY

Prior to the commencement of the works the "Warranted Contractor" and his client must sign and agree a Small Works Contract (SWC). Each SWC has a unique reference number.

A contract for this purpose is supplied by Contractors Insurance Guarantee Services (NI) Ltd. Alternatively a standard construction J.C.T. contract can be used in replacement of the scheme Small Works Contract.

The Small Works Contract is designed to clearly set out the responsibilities of both parties and in particular the details of the contract, the agreed price of the works, method of payment, commencement date and period of the contract.

If the contract involves a Housing Executive grant, the "Warranted Contractor" has the right for the Grant payment to be assigned to him as part payment of the total contract price. A form of assignment is provided by Contractors Insurance Guarantee Services (NI) Ltd for this purpose.

A copy of the Small Works Contract and premium is sent by the "Warranted Contractor" to the C.I.G.S. office, who then issue a Warranty Certificate for the contract.



A single Warranty Certificate is issued for the agreed period of the works, as specified on the Small Works Contract and for two years thereafter. The Warranty Certificate is sent to the client with copies sent to the "Warranted Contractor" and other involved parties (e.g Housing Executive, Bank if applicable).

If the original period of the works set out in the Small Works Contract is to be amended or extras have occurred either party can request in writing giving the reason for the change. If agreed an amendment will be applied to the Warranty. The scheme will contact the client, contractor and/or Housing Executive (if applicable) at stages up to completion of the works to monitor the project progress.

CONFIRMATION OF WARRANTY COVER

Warranty cover is only in force once the customer is in possession of a valid Warranty Certificate issued by Contractors Insurance Guarantee Services Limited (NI) Limited. **The sending of a Small Works Contract and warranty premium payment is not in its self confirmation of the issue of Warranty Cover.** A contractor must be "Registered" with the scheme to enable a warranty to be issued.

THE COST OF A WARRANTY

If a warranty is required, the "Warranted Contractor" will include a modest fee in his Contract Price for the insurance backed warranty. The warranty premium is calculated on the Total Contract Price (inclusive of V.A.T.). (Please refer to separate contractor scheme rating guide). The "Warranted Contractor" will outline this when completing the Small Works Contract. If the contract is Housing Executive Grant aided this may be allowed as part of the Grant Payment.

LEGAL RIGHTS

Contractors Insurance Guarantee Services (NI) provides protection in addition to, but does not replace, consumer's common law or statutory rights.



CUSTOMER INSURANCE WARRANTY



(A) PRIMARY WARRANTY COVER PERIOD

PERIOD OF THE WORK IN PROGRESS

Ai) The warranted contractor will be responsible, at his own expense to rectify any proven defects or snagging provided for in relation to the works specified in the contract documents.

Aii) If the warranted contractor is still trading and refuses to rectify the proven defect/s the complaint must be referred to the scheme "Complaints Conciliation Procedure" (See page 5) . If a decision is reached in favour of the insured and the contractor continues to refuse to carry out and complete the works the scheme will issue a Default Notice specifying a notice period after which the scheme will assist in the appointment of another registered contractor to undertake completion of the works. The insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works beyond the original contract price, in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate (Maximum £15000).

Aiii) However, in the event of the warranted contractor no longer trading having failed to complete the works because of death, insolvency or ceasing to trade the complaint must be referred to the scheme "Complaints Conciliation Procedure" to verify the contractors status. If a decision is reached in favour of the insured the scheme will assist in the appointment of another registered contractor to undertake completion of the Works and the insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works, beyond the original contract price, in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate.

Subject to the Insurer General Terms & Conditions

(B) SECONDARY WARRANTY COVER PERIOD

AFTER COMPLETION

Bi) When the Works are completed by the warranted contractor he will be fully responsible for any proven defect/s arising before the expiry date set out on the Warranty Certificate due to proven faulty workmanship or materials and he will rectify it at the earliest possible moment and will bear the cost of this.

Bii) However, if the warranted contractor is still trading and refuses to rectify the proven defect/s the dispute must be referred to the scheme "Complaints Conciliation Procedure". If a decision is reached in favour of the insured and the contractor continues to refuse to rectify the defect/s the

scheme will issue a Default Notice specifying a notice period after which the scheme will assist in the appointment of another warranted registered contractor to undertake correction of the defect/s. The insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works, beyond the original contract price in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate. Subject to the insurer General Terms & Conditions

Biii) However, in the event of the warranted contractor no longer trading having failed to complete the works because of death, insolvency or ceasing to trade the complaint must be referred to the scheme "Complaints Conciliation Procedure" to verify the contractor's status. If a decision is reached in favour of the insured the scheme will assist in the appointment of another registered contractor to undertake correction of the proven defect/s and the insurer will indemnify the Certificate Holder up to an amount being the proven additional cost of completing the Works, beyond the original contract price, in a manner equal to but not better or more extensive than that provided for in the contract documents and not exceeding the limit of indemnity stated on the Warranty Certificate. Subject to Insurer policy terms and conditions.

YOU AND YOUR CUSTOMER

(A) Communication:

Many disputes arise due to the failure of both parties to communicate their requirements.

It is essential that instructions start with the completion of the Small Works Contract which clearly sets out the contract documents and cost for the works. Any variations thereafter must be in writing thus avoiding any misunderstanding.

Additional work can cause problems if not dealt with correctly. The Contractor should at all times obtain agreement with his customer with regards the reason and type of addition including any additional cost. Such should be confirmed in writing to void any ambiguity in relation to such changes. The Contractor must ensure correct invoicing/statements are issued to his customer. Invoices should clearly identify the work it relates to under the agreement or identified as an extra agreed during the contract period.

(B) Professional Supervision:

It is preferable that your customer have his/her own Builders Surveyor or Architect supervising the Contractors work and for that person to approve the payment/stage payment to the Contractor.

Many applicants only do one job in a life time and may not understand Contractors difficulties or procedures. For this reason they can be prickly to deal with and can be easily upset due to their inexperience in contracting. Such caution by the Contractor to have another professional person to talk to who is working for the Applicant avoids many difficulties that can arise.

It is, however, recognised that the customer does not always have professional supervision and as such good communication and paperwork (See A Above) is essential.

WHAT IF A DISPUTE SHOULD ARISE?

If a dispute should arise under the contract and a valid warranty has been arranged the following "Complaints Conciliation Procedure" is available to both "Warranted Contractor" (Contractor) and customer (The Insured)..

COMPLAINTS CONCILIATION PROCEDURE

Private Negotiation: Initially it will be the duty of the insured and contractor to try to resolve any problem that may arise by means of private negotiation through amicable dialogue.

Scheme Notification: Should a complaint remain unresolved through private negotiation the insured must formally write to the scheme summarising the circumstances of the complaint together with details of any alleged defective workmanship and/or materials and forward a copy to the contractor.

The insured may also contact the scheme by telephone to discuss and provide details of the complaint quoting the Warranty Certificate reference. Notification must be within a reasonable time of occurrence (maximum allowance is 30 days of such occurrence) and within the "warranty period".

Scheme/Insurer officer appointed: Once the scheme receives notification they appoint a scheme/insurer officer to the complaint whose remit is to impartially investigate the allegations thoroughly. It is a condition of this warranty that the officer must receive full co-operation in respect of all aspects of his investigations:

* The Insured

The officer will review the information already provided but may request the insured to provide further documentation and/or details regarding the complaint. The officer will also require full financial/payments details in relation to the project. He may also be required to visit the insured, independently and/or jointly with the contractor at the site address to obtain additional material which may include a photographic record. If the architect of the project has a supervisory role they may wish to provide additional supporting information on behalf of the insured. If the insured is not a professional within the construction industry and the Architect only has provided a design function, due care by the insured must be made in presenting allegations of defective workmanship and/or materials. The officer may require the insured to attend a formal site meeting, chaired by him, with other parties.

* The Contractor

The officer will contact the contractor and/or (if required) arrange to meet him, independently and/or jointly with the insured at the site address, to obtain further details of the contract and a statement of the nature of the complaint from his (the contractor's) prospective. Additionally the officer will review the contractor's attempts to resolve the complaint with the insured through personal negotiation and the reasons why that approach failed. The officer may require the contractor to attend a formal site meeting, chaired by him, with other parties.

* Other parties

The officer will request information or representation from any other organisation he considers will assist with the resolution of the complaint. These representatives may also be invited, by the officer, to attend a formal site meeting, chaired by him, with other parties.



COMPLAINTS CONCILIATION PROCEDURE: RESOLUTION NOTICE

After assessing the information provided and discussing the complaint independently or collectively with each party the officer will co-ordinate continued dialogue to try to formulate a satisfactory amicable resolution to the complaint. After continuous assessment of the information provided and opinions of the parties involved the officer will, even if consensus cannot be reached, issue one of the following scheme **FORMAL RESOLUTION NOTICES...**

COMPLAINT: RESOLUTION NOTICE A

The scheme finds in favour of the insured and instructs the original warranted contractor to address the complaint, under this resolution at his own expense and an agreed time frame for completion.

Or

COMPLAINT: RESOLUTION NOTICE B

The scheme finds in favour of the warranted contractor and instructs the insured of their obligations/requirements under this resolution and an agreed time frame for completion..

Or

COMPLAINT: RESOLUTION NOTICE C

The scheme finds in joint favour of the insured and contractor when joint responsibility is identified and instructs both parties of their obligations / requirements under this resolution and an agreed time frame, for both parties for completion.

Or

COMPLAINT : FORMAL CLAIM / DEFAULT

If following a Notice by the Scheme under resolution A or C above there is not satisfactory resolution of the matter (which is subject of Conciliation) within the agreed timescale then the Scheme will issue a Default Notice specifying a notice period after which the provisions of this Policy will apply and an alternative contractor will be appointed to complete the outstanding work (Cover sections. Page 4: A(ii) and B(ii)).





DEBT RECOVERY LEGAL EXPENCES

The financial side of contracting can on occasion result in a customer defaulting on payment. This can be stage payments but more often is the final invoice when works are complete and thus the contractor has little enforcement options other than going to his own solicitor. This approach to recovery is often simply uneconomical and thus the debt is written off as a bad debt.

Contractors Insurance Guarantee Services Ltd is pleased to introduce commercial legal expenses in conjunction with DAS Group for member's enhanced protection.

APPLICATION OF COVER

Legal expenses are automatically applicable to those customer small works contracts on which a valid C.I.G.S. warranty has been issued. A separate DAS specific contract certificate is issued to the contractor at the same time as the warranty certificate is issued to the customer. The contractor pays the premium as set out in the current rating structure (See separate rating chart).

Proof of Debt

The Small Works Contract and associated documentation must be clear, precise and unambiguous in content so that proof of the debt can be legally determined. The debt must also have been correctly invoiced to the customer, issued in writing and only when overdue contact the scheme office to request assistance.

Notification of a Legal Expenses Claim

The contractor simply contacts the scheme office and supplies the relevant documentation for proof of debt. C.I.G.S. will investigate any allegation of customer's unpaid debt under the schemes [COMPLAINTS CONCILIATION PROCEDURE \(page 5\)](#) and only if a resolution is issued in favour of the contractor will DAS GROUP pursue the enforcement of the resolution against the customer. DAS do not pay the debt itself only the enforcement costs up to the scheme limits.

In certain circumstances the customer's refusal to settle invoices can be attached to allegations of bad workmanship or other contractual issues in which case the schemes [COMPLAINTS CONCILIATION PROCEDURE \(page 5\)](#) will deal with the issue as one until resolution is made.

What is Legal Expenses Insurance?

DAS helps companies meet the cost of taking legal action or defending their rights if they have a dispute with another party by providing insurance designed to meet these costs. We also provide support alongside the CIGS conciliation procedure enforcing decisions found in your favour.

Subject to DAS commercial legal protection policy terms and conditions.

What cover is offered for recovering outstanding debts from customers?

CIGS will continue to support members in resolving disputes with their customers, and the legal expenses insurance protection will further enhance the conciliation process by funding your costs associated with the enforcement of judgement. DAS are providing cover up to £100,000 to pursue uncontested debts, where a client refuses to settle outstanding invoices for no justifiable reason. **A claim for debt recovery under this policy must be made within 90 days of the money becoming due and payable.**

What do 'legal costs' include?

This will include things like the solicitors' or barristers' fees and charges for disbursements, not to mention the opponents' costs should you lose and be liable to pay them.

Up to what limit will DAS pay for my legal costs?

The policy will pay up to **£100,000** for any one occurrence for legal costs.

Will ongoing issues be covered?

The cover will relate only to the specific contract and warranty that it attaches to. A new DAS certificate is issued on each new warranted contract.

Will DAS appoint a solicitor to handle my dispute?

Yes, DAS will appoint one of their panel firms to represent you, or in some cases, an in-house DAS solicitor will be appointed to your dispute. The policy will indemnify their costs and, with preferential rates in place, this means that your limit of indemnity goes further.

What is meant by 'reasonable prospects'?

It is not beneficial for anyone concerned to support a claim which has little chance of success. In civil claims the appointed solicitor must agree that there is a better than 50% chance of the claim being successful in order for us to proceed. Reasonable prospects must always exist throughout the duration of a civil claim. DAS have the right to select the method of enforcement or to forego enforcing judgment if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Is there an excess under the policy?

In respect of Debt Recovery Claims, the amount in dispute must exceed £250.

What are the territorial limits of the policy?

The cover applies to claims within the United Kingdom and Northern Ireland, the Isle of Man and the Channel Islands. Republic of Ireland is excluded.

Can I continue to obtain Legal Advice before a claim arises?

Yes. You can use the legal advice line for any legal matter affecting your business; this can be used as often as needs. DAS will not pay for advice or services provided by your own solicitors.

Claims example

Debt Recovery. A policyholder contacted us after they were unable to recover £1,156 for renovation work they carried out. Despite numerous demands for payment, the debt had not been settled. We appointed a solicitor to pursue the debt on their behalf. The customer settled the debt as soon as court proceedings were served on them. The legal costs of £941 were paid by DAS.

DEBT RECOVERY

What is not covered

- a) Any debt arising from an agreement entered into prior to the inception date.
- b) Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - a lease, license or tenancy of land or buildings;
 - a loan, mortgage, pension or any other financial product and choses in action;
 - a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
- c) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- d) The recovery of money and interest due from another party where the other party intimates that a defence exists. Provided that: We have the right to select the method of enforcement, or forego enforcing judgment if we are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

SCHEME LOGO / PROMOTION



DAS HELPLINE

DAS provide these services 24 hours a day, seven days a week during the period of insurance. To help us check and improve our service standards, we record all calls.



EUROLAW COMMERCIAL LEGAL ADVICE

We will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.



DASBUSINESSLAW

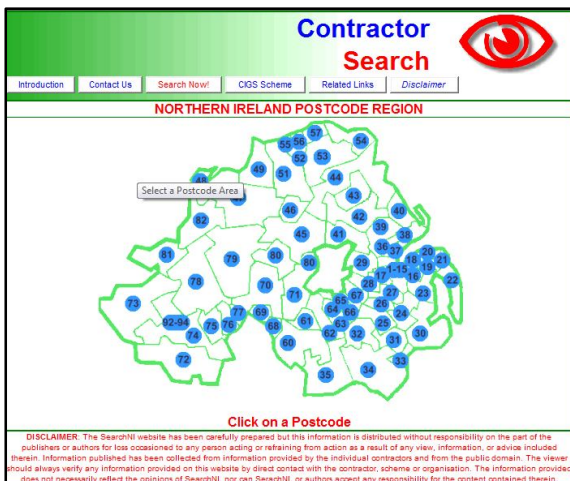
At www.dasbusinesslaw.co.uk you will find a wide range of letters, articles and reference information, as well as interactive document builders, designed to help you run your business. The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. Details of how to access [DAS business law](http://www.dasbusinesslaw.co.uk) will be included with your policy documentation.

HOW TO FIND A "WARRANTED CONTRACTOR"

Lists of "Warranted Contractors" with Contractors Insurance Guarantee Services are widely available from the Northern Ireland Housing Executive offices. Additionally the scheme register of members can be viewed on the internet at www.searchni.co.uk. A fully updated list of "Registered Contractors" can be obtained by telephoning the scheme office (02870325980).

The printed list of "Warranted Contractors" is also published on a quarterly basis. It is therefore important that the contractor holds a valid registration certificate at the time of commencing any project. "Warranted Contractors" with Contractors Insurance Guarantee Services (NI) Ltd are issued with a unique reference number and registration certificate. Customers regularly check that a particular contractor is registered from the scheme office before entering into any agreement.

You are provided with Vehicle and Stationary logos for your own advertising.



www.searchni.co.uk

CONDITIONS

IMPORTANT CONTRACTOR SCHEME CONDITIONS

- Small Works Contracts must be **fully** completed prior to or at the commencement of the works and a copy sent to the scheme.
- The Small Works Contract and associated documentation must be accurately completed with signatures witnessed.
- The Contractor must ensure correct invoicing/statements are issued to his customer. Invoices should clearly identify the work it relates to under the agreement or identified as an extra agreed during the contract period.
- The specific contract premium must be sent by the contractor at the time of sending the Small Works Contract. (Cheque or Electronic Bank Transfer).
- All sections of the Small Works Contract must be completed in full. Any document not fully completed will be returned to the contractor for re-completion and the contractor's client advised. Only the yellow copy of the Small Works Contract should be sent to the Scheme office with the other copies retained by your client and a copy for your file.
- The Small Works Contract form is not the Warranted Certificate and should not be presented to the customer or any other organisation as such.
- No Warranty Certificates can be issued unless all documentation and payments are up to date with the Scheme.
- If a Certificate of Completion is issued by the scheme it must be obtained and signed by your client.
- Any telephone communication or written correspondence from the scheme office must be replied to immediately.
- Any breach of the Small Works Contract entered into with your client will be considered to be a serious breach of the scheme rules. All contractors must ensure they are fully familiar with the individual wordings and clauses contained within any Small Works Contract entered into.
- Scheme Renewal Forms and Fees must be received by renewal date.
- Renewal/New Application fees are non refundable.
- The contractor must not over-trade and undertake contracts which stretch his own financial resources.
- The "Warranted Contractor" must be the main contractor who controls and supervises all Sub Contractors. The contractor must not allow the customer to appoint and pay sub contractors directly.

CUSTOMERS WARRANTY CLAIM CONDITIONS

In the event of COMPLAINTS RESOLUTION in favour of the customer these conditions apply:

1. The insured (the customer) will be notified in writing that the basis for a formal claim has been accepted by the insurer under the terms and conditions of the warranty but subject to agreement on quantum.
2. The scheme will assist the insured in the selection of a replacement warranted contractor: Three estimates for the required works must be obtained, by the insured from approved warranted contractors and submitted to the scheme for the insurer's consideration/approval.
3. The scheme will co-ordinate the completion of outstanding works as per original schedule but only equal to and not better than the works specified in the contract documents.
4. The insured will not instruct any works without the consent of the scheme/insurer officer.
5. The insured must take all reasonable precautions to mitigate any claim under this warranty.
6. All outstanding money/total remaining client balance (contribution) and/or grant monies in relation to the contract must be deposited/assigned to the scheme /insurer or their approved solicitor before commencement of works.
7. No claims payments are made directly to the insured only to the newly appointed contractor/s after satisfactory completion of the remedial works.
8. The scheme, insurer and associated organisations monitor the works until completion.
9. The scheme/insurer retains subrogation rights against any original warranted contractor who has defaulted on their contractual obligations which has resulted in any claim/s payment.
10. No admission, offer, promise, payment or indemnity will be made or given by or on behalf of the Certificate Holder without the consent of the Scheme/Insurer. The Scheme/Insurer will be entitled to take over and conduct in the name of the Certificate Holder for their own benefit any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim.
11. The Company is entitled, at its own discretion and expense:
 - to take over and conduct the defence or settlement of any claim and to enforce any rights against any other party in the name of the Insured, before or after settlement of a claim.
 - take possession of damaged property and deal with salvage in any reasonable way. The insured may not abandon property to the Company.
 - Any contractor who has defaulted in their legal obligations which results in a payment, under warranty, by the insurer will be held accountable for their default and subject to subrogation by the insurer.

Subject to insurance company policy terms and conditions





Wallace Insurance
Brokerage Services

Contact us for a Quotation

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	Contract Works		Let / Vacant Property		Professional Indemnity
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02870325999



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43 New Row, Coleraine, Co Londonderry. BT52 1AE.
Tel: 02870325999 Fax: 02870343641 Email: admin@wallace-group.co.uk
Internet Site: www.wallace-group.co.uk

REGISTERED MEMBERS OF THE BRITISH INSURANCE BROKERS ASSOCIATION (REF: 4616)
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Package of 6 rigid colour construction signs
each 24 inches x 18 inches
In durable plastic corri-board. (£55.00)



"For all your Signage Needs"

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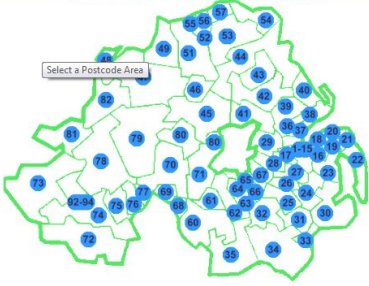


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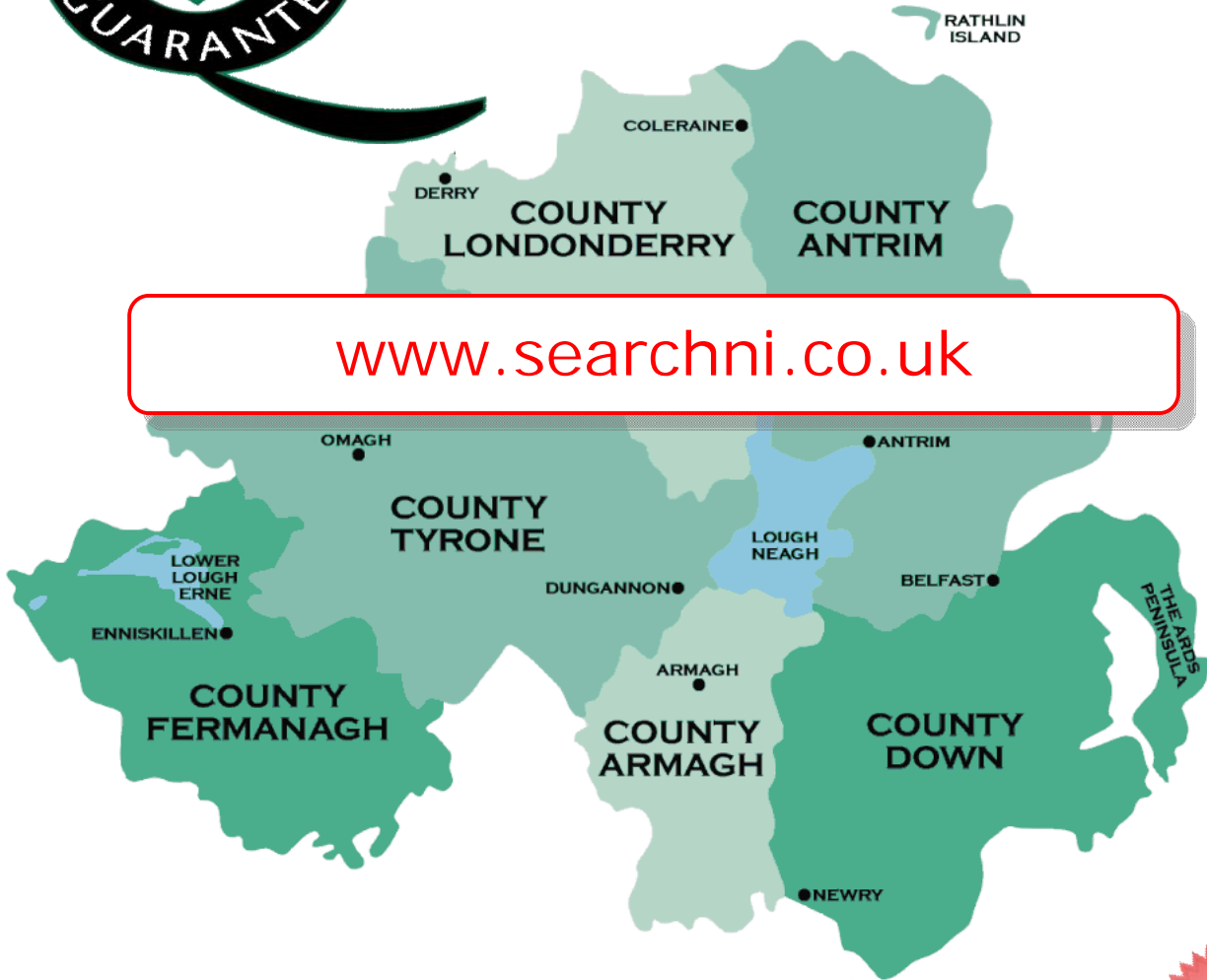
NORTHERN IRELAND POSTCODE REGION

Select a Postcode Area



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**PROMOTE
PROFESSIONALISM**

**SMALL WORKS CONTRACT
LEGAL PROTECTION**

**CUSTOMER INSURANCE
WARRANTY**

**DEBT RECOVERY
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